

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, March, April, July, August, November, and December and twice during the months of February, May, June, September, and October. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

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

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

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

President Berryman called Regular meeting of Fullerton School District Board of Trustees to order at 5:31 p.m., and President Berryman led the pledge of allegiance.

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

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 5:32 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]

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

The Board returned to Open Session at 6:12 p.m. and Trustee Thompson led the pledge of allegiance to the flag. President Berryman reported that in Closed Session, the Board approved (5-0) the Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID #763978. The District agrees to reimburse to the Petitioners an amount not to exceed Six Thousand Three Hundred Dollars (\$6,300) as full and final settlement of all outstanding claims for any and all claims for attorneys' fees, legal costs and/or expert fees, subject to verification of the same. In addition, the Board approved 4-0-1 (Trustee Thompson abstained) to approve Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID #733211. The District agrees to reimburse to the Petitioners an amount not to exceed Two Thousand Dollars (\$2,000) as full and final settlement of all outstanding claims for any and all claims for attorneys' fees, legal costs and/or expert fees, subject to verification of the same.

Public Comments

There were no public comments at this time.

Superintendent's Report

Dr. Pletka shared Susan Mercado, Principal at Maple School, is the new FESMA President beginning the 2013/2014 school year.

Information from the Board of Trustees

Trustee Sugarman – She enjoyed attending the Management Leadership Conference held on July 22-23, 2013. The second day of this in-service was dedicated to concept of customer service. She welcomed the new Principals and thanked Personnel Services for their hard work in hiring new personnel.

Trustee Thornley – She wished everyone a great beginning of the school year.

Trustee Thompson – no report.

Trustee Meyer – She, too, enjoyed attending the Management Leadership Conference. She welcomed new administrators to the District.

President Berryman –no report.

Information from PTA, FETA, CSEA, and FESMA

PTA- Vivien Moreno- She reported that PTA is looking forward to a great school year; PTA officers will receive training in the near future.

FETA – Karla Turner- no report

CSEA– no report.

FESMA– Susan Mercado- She shared staff worked diligently this summer to prepare for the 2013/2014 school year. She reported school sites will continue having discussion about what makes their site unique and providing the best customer service.

#### Information Items

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

#### Approve Minutes

Moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0-1 (Trustee Sugarman abstained for not being present at the 6-25-13 Board meeting) to approve the minutes of the Regular meeting of June 25, 2013.

#### 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. The Board commented on consent item numbers: 1b, 1cc, and 1dd.

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 G22B0025, G22C0172, G22D0958 through G22D0962, G22M0224 through G22M0230, G22R0921 through G22R0968, G22T0010 through G22T0013, G22V0164, G22X0427 through G22X0430 for the 2012/2013 fiscal year; H22B0001 through H22B0002, H22C0001 through H22C0012, H22D0001 through H22D057, H22L0001 through H22L0003, H22M0001 through H22M0025, H22R0001 through H22R0061, H22S0001, H22V0001 through H22V0012, H22X0001 through H22X0091, H22Y0011 through H22Y0018, and H22Z0001 through H22Z0086 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150956 through 150975 for the 2012/2013 school year and purchase orders numbered 160000 through 160047 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 88483 through 89053 for the 2012/2013 and 2013/2014 school years.

1f. Approve/Ratify Nutrition Services warrants numbered 9690 through 9796 for the 2012/2013 and 2013/2014 school years.

1g. Approve/Ratify Addendum to Independent Contractor Agreement with David Swenson for the 2012/2013 school year.

1h. Approve/Ratify Contract between Fullerton School District and Alliant Insurance Services, Inc., for the 2013/2014 school year.

1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2013-June 30, 2013).

1j. Approve/ratify amended contract agreement with Boys and Girls Clubs of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for July 1, 2013 through June 30, 2015.

1k. Approve Independent Contractor Agreement between Fullerton School District and Daniela Arbizzi for Early Childhood Education Consultant Services between August 12, 2013 and January 31, 2014.

1l. Approve Independent Contractor Agreement between Fullerton School District and University Preparation School at CSU Channel Islands for Desired Results Developmental Profile (DRDP) (2010) for the Preschool Classroom training on August 10, 2013.

1m. Approve Independent Contractor Agreement between Fullerton School District and WestEd Center

for Child and Family Studies for Desired Results Developmental Profile Tech Training on August 30, 2013.

- 1n. Approve/Ratify warrant number 1089 for the 2012/2013 school year (District 40, Van Daele).
- 1o. Approve/Ratify warrants numbered 1139 through 1140 for the 2012/2013 school year (District 48, Amerige Heights).
- 1p. Approve/Ratify purchase orders numbered H40R0001 and H40X0001 for the 2013/2014 fiscal year for District 40 (Van Daele).
- 1q. Approve/Ratify purchase orders numbered H48R0001 and H48X0001 for the 2013/2014 fiscal year for District 48 (Amerige Heights).
- 1r. Adopt Resolutions numbered 12/13-B061 through 12/13-B067 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1s. Adopt Resolutions numbered 13/14-B001 through 13/14-B004 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1t. Adopt Resolution number 12/13-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1u. Approve/award extension of Bid No. FSD-08-09-PO1-A, Canon brand xerographic equipment cost-per-copy full service maintenance agreement to Konica Minolta Business Solutions USA, Inc., for the District's fleet of Canon copiers from July 1, 2013 through August 31, 2013.
- 1v. Approve renewal of bid for Fullerton School District to purchase custodial supplies and software from a piggyback bid of Moreno Valley Unified School District Bid No. 11-12-06 Co-op Custodial Supplies and Software for Moreno Valley, Chino.
- 1w. Approve Agreement for IPC (USA), Inc., a division of ITOCHU Corporation, to provide gasoline and diesel fuels for District vehicles for a period of three years, as a result of the Orange County School Districts' Cooperative Fuel Bid, Newport-Mesa Unified School District Bid #108-13: Fuel (Gasoline & Diesel), effective August 1, 2013 through July 31, 2016.
- 1x. 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, 2013 through June 30, 2014.
- 1y. Approve Classified tuition reimbursements.
- 1z. Approve Independent Contractor Agreement with Fullerton School District and RISE Educational Services to provide professional development to Orangethorpe School for the 2013/14 school year.
- 1aa. Approve Independent Contractor Agreement with Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide training at Orangethorpe School from October 8, 2013 through December 10, 2013.
- 1bb. Approve Contract Addendum between Fullerton School District and Lenovo (United States) Inc., to provide usage of Stoneware Single Sign-On (SSO) access to District computers.
- 1cc. Approve contract between Fullerton School District and DecisionInsite, LLC for integrated web-based demographic and Graphic Information System (GIS) services effective for the 2013-2015 school years.
- 1dd. Approve PBS SoCaL Education / KOCE-TV Foundation Membership for the 2013/2014 school year.

#### Discussion/Action Items

- 2a. Approve first amendment to the Superintendent's contract of June 23, 2012.

The amendment to the Superintendent's contract was only for language adjustment. There was no change in compensation. It was then moved Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve first amendment to the Superintendent's contract of June 23, 2012

2b. Adopt Resolution #13/14-01 and approve/ratify 2013/2014 Child Development State Preschool Contract effective July 1, 2013 through June 30, 2014.

It was moved by Lynn Thornley, seconded by Hilda Sugarman, and carried 5-0 to adopt Resolution #13/14-01 and approve/ratify 2013/2014 Child Development State Preschool Contract effective July 1, 2013 through June 30, 2014.

2c. Adopt Resolution #13/14-02 and approve/ratify 2013/2014 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2013 through June 30, 2014.

It was moved by Lynn Thornley, seconded by Janny Meyer, and carried 5-0 to adopt Resolution #13/14-02 and approve/ratify 2013/2014 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2013 through June 30, 2014.

2d. Adopt Resolution #13/14-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

It was moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #13/14-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

2e. Adopt Resolution #13/14-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

It was moved by Hilda Sugarman, seconded by Janny Meyer, and carried 5-0 to adopt Resolution #13/14-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2f. Approve Loan Guaranty Agreement for Beechwood Foundation effective 2013/14 through 2015/16 school years.

Dr. Pletka shared the Beechwood Foundation (TEAM BEECHWOOD) would like to begin a 1:1 iPad program for their 6-8<sup>th</sup> grade students and is seeking the District to approve a Loan Guaranty. Marla Dorsey, Foundation President, shared information regarding the financial assets of the Foundation.

After extensive discussion from the Board, it was moved by Trustee Sugarman, seconded by Trustee Thompson to call for a vote. It was then moved by Trustee Thornley, seconded by Trustee Sugarman to approve Loan Guaranty Agreement for Beechwood Foundation effective 2013/14 through 2015/16 school years.

After further discussion, Trustee Thornley made a motion, seconded by Trustee Sugarman, to amend the prior motion to approve Loan Guaranty Agreement for Beechwood Foundation effective 2013/14 through 2015/16 school years, pending a change be made to the agreement between the Foundation and the District indicating that the Foundation would designate "first revenues earned" to the repayment of the loan, before any other expenses. The final amended motion was carried 4-1 (Trustee Thompson opposed).

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

No requests.

#### Adjournment

President Berryman adjourned the Regular meeting on July 30, 2013 at 7:20 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, August 20, 2013  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

• Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]

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

Public Comments/Persons Addressing the Board – Policy

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

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

Introductions

Public Comments

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://fsd.k12.ca.us/distCalendar.html>

Approve Minutes

Regular Meeting on July 30, 2013.

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered H22B0003 through H22B0004, H22C0013 through H22C0014, H22D0058 through H22D0102, H22L0004, H22M0026 through H22M0043, H22R0062 through H22R0119, H22S0002 through H22S0003, H22V0013 through H22V0018, H22X0100 through H22X0143, H22Y0019 through H22Y0031 for the 2013/2014 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 160048 through 160068 for the 2013/2014 school year.
- 1e. Approve/Ratify warrants numbered 89054 through 89183 for the 2013/2014 school years.
- 1f. Approve/Ratify Nutrition Services warrants numbered 9797 through 9819 for the 2013/2014 school year.
- 1g. Approve/Ratify Consultant Agreement between Fullerton School District and David Swenson for Nicolas Junior High School effective July 1, 2013 through September 30, 2013.
- 1h. Approve Third Amendment to Agreement No. FCI-SD-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services.
- 1i. Adopt Resolution #13/14-05 proclaiming October 21 - 25, 2013, as "Red Ribbon Week" for the Fullerton School District.
- 1j. Approve/Ratify Classified Personnel Report.
- 1k. Adopt Resolutions numbered 12/13-B068 through 12/13-B071 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1l. Adopt Resolutions numbered 13/14-B005 through 13/14-B007 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1m. Approve/Ratify contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2013 through June 30, 2014.
- 1n. Ratify Piggyback Purchase of a relocatable classroom from Class Leasing, Inc., using Chawanakee Unified School District Bid #2011-01.
- 1o. Approve/Ratify Piggyback Purchase of shade structures from Dave Bang Associates, Inc., using Colton Joint Unified School District Piggyback Bid #09-01.
- 1p. Award a contract for multifunction printers and managed print services to Image Source pursuant to Request for Proposal, No. 2012/2013.03-PUR.
- 1q. Approve/Ratify Independent Contractor Agreement between Fullerton School District and RISE Educational Services to provide professional development to Woodcrest School on August 9, 2013.
- 1r. Approve Independent Contractor Agreement between Fullerton School District and RISE Educational Services to provide professional development to Raymond School for the 2013/14 school year.

1s. Approve Independent Contractor Agreement between Fullerton School District and RISE Educational Services to provide professional development to Woodcrest School for the 2013/14 school year.

1t. Approve/Ratify Independent Contractor Agreement between Fullerton School District and CAMFEL Productions to provide anti-bullying training at Nicolas Junior High School on August 16, 2013.

1u. Approve Independent Contractor Agreement between Fullerton School District and Cambium Learning Group to provide training for the REWARDS Literacy Intervention Program at Nicolas Junior High School on September 3, 2013.

1v. Approve Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Resident Outdoor Science School effective September 1, 2013 through June 30, 2014.

1w. Approve Out-of-State Conference for Dr. Robert Pletka, Superintendent, and Robert Craven, Director, Technology and Media Services, to attend the School CIO Symposium on September 18-20, 2013 in Denver, Colorado.

#### Discussion/Action Items

2a. Approve/Ratify License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation of the AVID Program at Nicolas Junior High School from July 1, 2013 through June 30, 2014.

2b. Approve Amendment to Independent Contractor Agreement between Fullerton School District and Becky D'Arrigo to increase funding by \$4,981.00 for additional work completed during the 2012-2013 school year.

2c. Approve Independent Contractor Agreement between Fullerton School District and Glenda Thompson to provide coaching in leadership capacity for principals to promote student learning and achievement effective August 21, 2013 through June 30, 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, September 10, 2013, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.



CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), psychologist intern(s), rehire(s), promotion(s), temporary reassignment(s), extra duty assignment(s), and resignation(s), leave(s) of absence and retirement(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 AUGUST 20, 2013**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Noelle Huesser	P.E. (60%)/Maple/Hermosa	IV/6	302	08/08/2013
Renay Ibarra	Preschool/Richman	Col II/1	343	08/08/2013
Amanda Klein	Preschool/Orangethorpe	Col III/1	310	08/08/2013
Megan Negrete	6 <sup>th</sup> Grade/Orangethorpe	III/3	100	08/08/2013
Karl Peterson	Social Science/Nicolas	III/1	100	08/08/2013
Michael Shaffer	P.E. (50%)/Richman	II/1	304	08/08/2013
Alexandra Solesbee	Language Arts/Parks	II/2	100	08/08/2013
Lisa Squadrito	Speech Therapist/ Student Support Services	IV/11	141	08/08/2013
Sean Stiles	Science/Ladera Vista	II/1	100	08/08/2013

**PSYCHOLOGIST INTERN(S)**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Colleen Kim	Stipend of \$10,000 from budget #511 for 185 days	08/08/13-05/30/14

**REHIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Laura Bruce	PBIS Intervention (28%)/ Richman	IV/1	302	08/08/2013

**Temporary teachers rehired effective August 8, 2013**

Joan Abuhamad	Dominique Davila	Lauren Moses	Jennifer Schaller
Maria Alarcon	Darren Davis	Clinton Mosley Jr.	Jeffrey Schofield
Kathryn Allen	Natalie Day	Mary Nguyen	Denise Segundo
Ana Arellano Hernandez	Meghan Fisher	Christine Olivolo	Kristine Spencer
Rachel Boecking	Lauren Harter	Lorena Paniagua	Tepmora Svay
Caroline Boehm	Margarita Hernandez	Melanie Pastrana	Leslie Taylor
Sandra Bretz	Marisol Hernandez	Dawn Pelletier-Inouye	Carie Thomas
Catherine Brewer	Patricia Hocking	Jennifer Pike	Eden Turner
Janette Bustamante	Jeffrey Ingram	Angela Platon	Marissa Varela
Betty Chang	Nancy Karcher	Maria Prado	Katherine Weber
Claudia Chavez	Veronica Krause	Paul Ramirez	Rosalyn Wolpert
Sally Choi	Amy Lees	Nancy Regitz	Alexander Yang
Amy Chung	Horacio Martin	Vanessa Rosas	Aide Zuniga
Alicia David	Tyler Morgan	Salvador Sarmiento	

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 20, 2013**

**PROMOTION(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Emy Flores	Director II/ Educational Services	IX/I	217	08/05/2013

**TEMPORARY REASSIGNMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Helene Morris	Principal/Valencia Park	VII/F	100	08/05/2013

**TEACHER(S) ON SPECIAL ASSIGNMENT**

<b>NAME</b>	<b>LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Kathleen Escaleras-Morillo	Valencia Park	12 additional days at daily rate and hourly rate not to exceed stipend of \$4,839.90 from 403	08/05/2013

**EXTRA DUTY ASSIGNMENTS**

**DRDP For the Preschool Classroom – Meaningful Observation**

**Approve contractual preschool hourly rate not to exceed 7 hours from budget #081 for attending DRDP For the Preschool Classroom – Meaningful Observation on August 10, 2013 for the following certificated personnel:**

Alicia David                      Lorena Paniagua

**Approve contractual preschool hourly rate not to exceed 7 hours from budget #310 for attending DRDP For the Preschool Classroom – Meaningful Observation on August 10, 2013 for the following certificated personnel:**

Maria Alarcon	Margarita Hernandez	Renay Ibarra	Sandra Shearer
Eunice Bustamante	Amanda Klein	Vanessa Rosas	Alex Yang

**Project CREATE**

**Approve contractual hourly rate per FETA agreement from budget #415 not to exceed 14 hours for participation in Project CREATE training on August 5-6, 2013 for the following certificated personnel:**

Patti Ascari	Lorraine Gire	Angela Lee
Gretchen Francisco	Angela Joo	

**Approve stipend of \$500.00 from budget #258 to be paid in two increments, \$250.00 on September 15, 2013 and \$250.00 on May 29, 2014 for participation in Project CREATE Grant for the following certificated personnel:**

Patti Ascari	Lorraine Gire	Angela Lee
Gretchen Francisco	Angela Joo	

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 20, 2013**

**EXTRA DUTY ASSIGNMENT(S) – CONTINUED**

**Transitional Kindergarten Curriculum Preparation Workshop**

**Approve stipend of \$100.00 from budget #401 for attendance and participation in a Transitional Kindergarten Curriculum Preparation workshop on August 6, 2013 for the following certificated personnel:**

Melissa Moyer  
Eva Arreola

Leslie Taylor  
Jennifer Schaller

Claudia Johnston  
Denise Carrillo

**Technology Professional Development Workshop**

**Approve stipend of \$100.00 per day not to exceed three days from budget #309 for attendance and participation in a Technology Professional Development workshop, July 29-31, 2013 for the following certificated personnel:**

Judith Beleber  
Brittney Koski

Ward Rovira  
Linda Wingfield

Julia Barr  
Pablo Diaz

Ann Kozma  
Holly Steele

**Approve stipend of \$50.00 per day not to exceed three days from budget #309 for attendance and participation in additional Technology Professional Development workshop, July 29-31, 2013 for the following certificated personnel:**

Julia Barr

Pablo Diaz

Ann Kozma

Holly Steele

**Illuminate Power Users Training**

**Approve stipend of \$50.00 from budget #508 for attendance and participation in Illuminate Power Users Training on August 2, 2013 for Clinton Mosley.**

**RESIGNATION(S), LEAVE(S) OF ABSENCE AND RETIREMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Barbara Bearden	4 <sup>th</sup> Grade (40%)/Orangethorpe	Resign	06/14/2013
Julieanne Ettinger	Kindergarten/Raymond	Leave of Absence	05/21/13-10/11/13
Lisa Gordon	Resource/Fisler	Resign	06/14/2013
Crystal Turner	Director II/Educational Services	Resign	08/16/2013
Michael Watkins	5 <sup>th</sup> Grade/Richman	Retire	08/30/2013

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on August 20, 2013.

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Clerk/Secretary

CONSENT ITEM

**DATE:** August 20, 2013

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

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

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

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

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

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

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

SH:gs  
Attachment

**FULLERTON SCHOOL DISTRICT*****Gifts: August 20, 2013***

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Acacia	Acacia Elementary School Foundation	Community Partner	monetary donation	for field trips, classroom needs, intervention, teacher development training	\$2,204.00
Acacia	Ashley Romero	Community Partner	monetary donation	for the choir	\$413.00
Commonwealth	James Frank Lenaghan	Community Partner	monetary donation	for the autism program	\$50.00
Fisler	FFAST	Community Partner	monetary donation	for five MacBook Airs	\$5,000.00
Rolling Hills	Rolling Hills Education Foundation	Community Partner	monetary donation	for P.E. and Media Center	\$1,000.00

CONSENT ITEM

**DATE:** August 20, 2013

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

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

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

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED H22B0003 THROUGH H22B0004, H22C0013 THROUGH H22C0014, H22D0058 THROUGH H22D0102, H22L0004, H22M0026 THROUGH H22M0043, H22R0062 THROUGH H22R0119, H22S0002 THROUGH H22S0003, H22V0013 THROUGH H22V0018, H22X0100 THROUGH H22X0143, H22Y0019 THROUGH H22Y0031 FOR THE 2013/2014 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered H22B0003 through H22B0004, H22C0013 through H22C0014, H22D0058 through H22D0102, H22L0004, H22M0026 through H22M0043, H22R0062 through H22R0119, H22S0002 through H22S0003, H22V0013 through H22V0018, H22X0100 through H22X0143, H22Y0019 through H22Y0031 for the 2013/2014 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/20/2013**

FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22B0003	HOUGHTON MIFFLIN COMPANY	1,601.96	1,601.96	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
H22B0004	HOUGHTON MIFFLIN COMPANY	323.03	323.03	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
H22C0013	DAVE LONG AND ASSOCIATES	518.00	518.00	8152451741 5210	Property and Liability / Conferences and Meetings
H22C0014	ORANGE CNTY DEPARTMENT OF EDUC	195.00	195.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
H22D0058	LAKESHORE LEARNING	4,315.65	4,315.65	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Instr
H22D0059	ELECTRONIX EXPRESS	85.50	85.50	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0060	KELVIN ELECTRONICS	921.60	921.60	0152657109 4310	FSD Supt Instruction / Materials and Supplies Instr
H22D0061	KELVIN ELECTRONICS	834.12	834.12	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0062	LAKESHORE LEARNING	4,315.65	4,315.65	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
H22D0063	FISHER SCIENCE EDUCATION	527.31	527.31	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0064	CONSTRUCTIVE PLAYTHINGS	836.09	836.09	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
H22D0065	GOV CONNECTION	454.30	454.30	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0066	EAI EDUCATION	36.00	36.00	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0067	DISCOVERY EDUCATION	208.99	208.99	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0068	CLASSROOM STORAGE UNITS INC	660.51	660.51	2567110859 4310	Facilities Improvement Acacia / Materials and Supplies
H22D0069	TROXELL COMMUNICATIONS	440.64	440.64	2567110859 4310	Facilities Improvement Acacia / Materials and Supplies
H22D0070	TROXELL COMMUNICATIONS	440.64	440.64	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Instr
H22D0071	TROXELL COMMUNICATIONS	440.64	440.64	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
H22D0072	DESIGN SCIENCE INC	37.00	37.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
H22D0073	CDW.G	43.86	43.86	2567110859 4310	Facilities Improvement Acacia / Materials and Supplies
H22D0074	PROJECT LEAD THE WAY	13,932.00	13,932.00	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0075	CREATIVE NOTEBOOK SOLUTIONS	215.46	215.46	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0076	VIRCO MANUFACTURING	157.36	157.36	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22D0077	BOOKHEADED LLC	5,000.00	5,000.00	0122420101 4310	Title III Limited Engl Nicolas / 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>
H22D0078	FURNITURE ANN	862.00	862.00	2567150851 4310	Facilities / Materials and Supplies Instr
H22D0079	SOUTHWEST SCHOOL SUPPLY	82.77	82.77	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22D0080	AMAZON.COM	87.32	87.32	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0081	AMAZON.COM	551.23	551.23	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22D0082	AMAZON.COM	71.56	71.56	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0083	CLASSROOM DIRECT	150.07	150.07	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0084	AMAZON.COM	203.74	203.74	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0085	AMAZON.COM	28.58	28.58	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
H22D0086	SOUTHWEST SCHOOL SUPPLY	89.59	89.59	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0087	DAISY IT	836.22	836.22	0130420189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
H22D0088	AMAZON.COM	40.49	40.49	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Instr
H22D0089	AMAZON.COM	40.49	40.49	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
H22D0090	AMAZON.COM	122.78	122.78	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0091	IDESIGN SOLUTIONS	124.74	124.74	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0092	AMAZON.COM	172.58	172.58	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
H22D0093	AMAZON.COM	102.59	102.59	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0094	APEXLAMPS	347.30	347.30	0130420199 4310	PE Nicolas / Materials and Supplies Instr
H22D0095	SCHOOL SPECIALTY	76.43	76.43	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0096	AMAZON.COM	215.78	215.78	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
H22D0097	CAMBIUM LEARNING INC	3,562.93	3,562.93	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
H22D0098	AMAZON.COM	401.76	401.76	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0099	BARRETT ROBINSON INC	395.07	395.07	2567110859 4310	Facilities Improvement Acacia / Materials and Supplies
H22D0100	COASTAL PUBLISHING GROUP INC	922.31	922.31	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
H22D0101	CDW.G	1,842.12	1,842.12	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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H22D0102	APPLE COMPUTER INC.	419.58	419.58	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22L0004	NEOPOST INC.	699.84	699.84	0153050799 5630	Business Administration DC / Rents and Leases
H22M0026	LOWES HIW INC	927.77	927.77	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0027	BLACK COFFEE SIGN FABRICATORS	1,728.00	1,728.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0028	KOMPAN INC	227.36	227.36	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0029	MULCH MASTER	45,683.25	22,841.63	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
			22,841.62	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22M0030	FULLERTON, CITY OF	86.00	86.00	0153353819 5899	Plant Maintenance DC / Other Expenses
H22M0031	COMMERCIAL DOOR METAL SYSTEMS	4,098.00	4,098.00	2567129859 6200	Facilities Improvmnt Woodcrest / Buildings and Improve of
H22M0032	GANAHL LUMBER	96.38	96.38	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0033	COVENANT AIR SYSTEM	191.25	191.25	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0034	MTGL INC	5,000.00	5,000.00	2567150859 5805	Facilities Improvement Central / Consultants
H22M0035	CUSTOM DESIGN UNIFORM CO	135.96	135.96	0154253829 4362	Custodial Discretionary / Supplies Uniforms
H22M0036	DAVE BANG ASSOCIATES INC	4,334.88	4,334.88	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0037	ROTO ROOTER	5,150.00	5,150.00	1453327819 5640	Deferred Maint Sunset Lane / Repairs by Vendors
H22M0038	COMMERCIAL DOOR METAL SYSTEMS	2,484.00	2,484.00	0154950839 5640	Security / Repairs by Vendors
H22M0039	ORTIZ TRACTOR SERVICE	1,800.00	1,800.00	1453322859 5640	Deferred Maint Fac Pacific Dr / Repairs by Vendors
H22M0040	ASTRO PAINTING COMPANY INC	11,500.00	11,500.00	1453317859 5640	Deferred Maint Fac Ladera Vsta / Repairs by Vendors
H22M0041	INTEGRITY ELECTRIC	1,200.00	1,200.00	2567150851 6100	Facilities / Sites and Site Improvements
H22M0042	SUPPLY MASTER	547.43	547.43	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0043	GHATAODE BANNON ARCHITECTS LLP	5,000.00	5,000.00	2567150851 6200	Facilities / Buildings and Improve of Build
H22R0062	VERDE VALLEY SCHOOL SUPPLY	526.66	526.66	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
H22R0063	APPLE COMPUTER INC.	27,654.24	5,000.00	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
			22,654.24	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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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>
H22R0064	RJ COOPER AND ASSOCIATES	297.00	297.00	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
H22R0065	CENTRUM SOUND SYSTEMS	399.17	399.17	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
H22R0066	FORTNET SECURITY INC	6,480.00	6,480.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
H22R0067	COMPANION CORPORATION	15,181.00	15,181.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
H22R0068	CALIFORNIA CHILD DEVELOPMENT	250.00	250.00	0132952101 5310	Aftr Schl Ed Sfty Grt Cohort 6 / Dues and Memberships
H22R0069	LEARNING TOOLS LLC	86.00	86.00	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0070	SMARTETOOLS INC	30,500.00	30,500.00	0153050799 5810	Business Administration DC / Data Processing Services
H22R0071	AMAZON.COM	162.69	162.69	0151354341 4350	Health Services / Materials and Supplies Office
H22R0072	ULINE	112.10	112.10	0151354341 4350	Health Services / Materials and Supplies Office
H22R0073	AMAZON.COM	172.26	172.26	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0074	PRIORITY MAILING SYSTEMS INC	742.00	742.00	0153050799 5630	Business Administration DC / Rents and Leases
H22R0075	CUMMINS ALLISON CORPORATION	217.06	27.86 189.20	0153050799 4350 0153050799 5630	Business Administration DC / Materials and Supplies Business Administration DC / Rents and Leases
H22R0076	APPLE COMPUTER INC.	10,101.60	10,101.60	0152055109 4310	Educational Services Inst DC / Materials and Supplies Instr
H22R0077	REFLECTIONS LIGHT BOXES	2,222.64	2,222.64	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22R0078	GOV CONNECTION	202.92	202.92	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
H22R0079	APPLE COMPUTER INC.	3,367.20	3,367.20	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Inst
H22R0080	APPLE COMPUTER INC.	3,367.20	3,367.20	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
H22R0081	PEARSON ASSESSMENT INC	507.40	507.40	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0082	PEARSON ASSESSMENT INC	349.28	349.28	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
H22R0083	OFFICE DEPOT BUSINESS SERVICE	113.92	113.92	0124854271 4350	Spec Ed Preschool Admin / Materials and Supplies Office
H22R0084	AMAZON.COM	171.57	171.57	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
H22R0085	PAR INC	219.48	219.48	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
H22R0086	RIVERSIDE PUBLISHING COMPANY	1,099.76	1,099.76	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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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>
H22R0087	WESTERN PSYCHOLOGICAL SERVICES	282.02	282.02	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
H22R0088	ILLUMINATE EDUCATION	18,447.00	18,447.00	0130452109 5899	Central Discr Instruction / Other Expenses
H22R0089	ILLUMINATE EDUCATION	55,320.00	55,320.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
H22R0090	MAX INTERACTIVE INC	4,893.08	4,893.08	8144150791 4350	Laptop 1:1 Waiver Prog Central / Materials and Supplies
H22R0091	AMAZON.COM	39.57	39.57	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0092	OFFICE DEPOT BUSINESS SERVICE	38.83	38.83	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0093	NEW MANAGEMENT	3,307.63	3,307.63	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
H22R0094	APPLE COMPUTER INC.	80,812.80	20,203.20	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			60,609.60	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22R0095	GOV CONNECTION	410.84	205.42	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Inst
			205.42	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
H22R0096	PROVANTAGE	878.76	878.76	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22R0097	MULTI HEALTH SYSTEMS	1,035.00	1,035.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0098	MULTI HEALTH SYSTEMS	448.50	448.50	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0099	WESTERN PSYCHOLOGICAL SERVICES	350.46	350.46	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0100	MULTI HEALTH SYSTEMS	259.60	259.60	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0101	MULTI HEALTH SYSTEMS	632.50	632.50	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0102	WESTERN PSYCHOLOGICAL SERVICES	1,963.52	1,963.52	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
H22R0103	WESTERN PSYCHOLOGICAL SERVICES	73.75	73.75	0151154321 4315	Psychological Services / Materials Test Kits Protocols
H22R0104	WESTERN PSYCHOLOGICAL SERVICES	138.06	138.06	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0105	WESTERN PSYCHOLOGICAL SERVICES	472.00	472.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0106	ZOO PHONICS INC	1,345.03	1,345.03	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
H22R0107	PEARSON ASSESSMENT INC	471.96	471.96	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0108	PEARSON ASSESSMENT INC	451.16	451.16	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R0109	PEARSON ASSESSMENT INC	931.46	931.46	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0110	PEARSON ASSESSMENT INC	146.78	146.78	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0111	RIVERSIDE PUBLISHING COMPANY	233.64	233.64	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0112	PAR INC	661.20	661.20	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0113	ACADEMIC THERAPY PUBLICATIONS	981.76	981.76	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0114	DAISY IT	272.19	272.19	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0115	AON RISK CONSULTANTS INC	4,750.00	4,750.00	6852458741 5805	Workers Comp Admin / Consultants
H22R0116	GST INC	7,037.87	2,301.96	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
			3,452.96	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
			1,282.95	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
H22R0117	SUPER DUPER PUBLICATIONS	237.37	237.37	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0118	AMAZON.COM	430.53	430.53	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0119	GST INC	14,075.74	2,301.96	0111726109 4310	Hourly Intervention RollngHill / Materials and Supplies Inst
			767.34	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
			8,440.54	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
			2,565.90	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
H22S0002	HENRY SCHEIN INC	1,512.82	1,512.82	0100000000 9320	Unrestricted / Stores
H22S0003	SUPREME MEDICAL	334.39	334.39	0100000000 9320	Unrestricted / Stores
H22V0013	RIFTON EQUIPMENT	642.33	200.88	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			441.45	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
H22V0014	VITALITY MEDICAL	1,023.41	117.39	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			906.02	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
H22V0015	LAKESHORE LEARNING	505.35	505.35	2567127859 6410	Facilities Improvement Sunset / New Equip Less Than
H22V0016	LAKESHORE LEARNING	505.35	505.35	2567122859 6410	Facilities Improvement Pac Dr / New Equip Less Than
H22V0017	APPLE COMPUTER INC.	1,150.92	1,150.92	2567110859 6410	Facilities Improvement Acacia / New Equip Less Than
H22V0018	APPLE COMPUTER INC.	2,301.84	2,301.84	0125554101 6410	LEA Medi Cal Reimburse Speech / New Equip Less Than

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 08/20/2013**

FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22X0100	KONICA MINOLTA BUSINESS SOLUTI	350.00	50.00	0121252211 5640	Title I District Instr Adm / Repairs by Vendors
			50.00	0121752211 5640	Teacher Quality Instr Supv / Repairs by Vendors
			50.00	0122452221 5640	Title III Instr Staff Dev / Repairs by Vendors
			100.00	0130452219 5640	Central DiscrInstr Supervision / Repairs by Vendors
			50.00	0140155239 5640	Curriculum Development Discret / Repairs by Vendors
			50.00	0152055779 5640	Education Services Discret / Repairs by Vendors
H22X0101	KONICA MINOLTA BUSINESS SOLUTI	500.00	250.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			250.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
H22X0102	SOUTHERN CALIFORNIA GAS COMPAN	55,000.00	50,000.00	0154653821 5503	Utilities / Utilities Natural Gas
			5,000.00	0160690371 5503	Food Services / Utilities Natural Gas
H22X0103	FULLERTON WATER DEPARTMENT, CI	263,500.00	261,000.00	0154653821 5504	Utilities / Utilities Water
			2,500.00	0160690371 5504	Food Services / Utilities Water
H22X0104	SOUTHERN CALIFORNIA EDISON	1,450,000.00	1,400,000.00	0154653821 5502	Utilities / Utilities Electricity
			50,000.00	0160690371 5502	Food Services / Utilities Electricity
H22X0105	M G DISPOSAL SYSTEMS	165,000.00	155,000.00	0154653821 5506	Utilities / Utilities Trash Disposal
			10,000.00	0160690371 5506	Food Services / Utilities Trash Disposal
H22X0106	KONICA MINOLTA BUSINESS SOLUTI	500.00	500.00	0132952101 5640	Aft Schl Ed Sfty Grt Cohort 6 / Repairs by Vendors
H22X0107	SUBURBAN PROPANE	200.00	200.00	0153150759 4361	Warehouse DC / Materials and Supplies Fuel
H22X0108	COSTCO WHOLESALE	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0109	GRAVES ADVERTISING PLUS	7,000.00	7,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
H22X0110	SOURCEGRAPHICS	6,331.00	5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			1,331.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
H22X0111	STAPLES 025724519	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
H22X0112	UNISOURCE	20,000.00	20,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
H22X0113	PRINT PRINTING	15,000.00	15,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
H22X0114	UTRECHT ART SUPPLIES	1,500.00	1,500.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 08/20/2013

FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22X0115	WESTERN GRAPHIX	1,930.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			930.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
H22X0116	RICOH USA INC	2,304.20	500.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			1,804.20	0151955769 5800	Copy Center Discretionary / Other Contracted Services
H22X0117	OFFICE DEPOT BUSINESS SERVICE	5,000.00	5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
H22X0118	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0142554279 4350	Calif Childrens Services Instr / Materials and Supplies Offi
H22X0119	LANIER WORLDWIDE	21,796.00	2,700.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			19,096.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
H22X0120	L A GRINDING	100.00	100.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
H22X0121	EDUCATIONAL TESTING SERVICE	7,000.00	7,000.00	0150855359 5810	District Testing / Data Processing Services
H22X0122	COSTCO WHOLESALE	300.00	300.00	0150855359 4350	District Testing / Materials and Supplies Office
H22X0123	SOUTHWEST SCHOOL SUPPLY	250.00	250.00	0150855359 4350	District Testing / Materials and Supplies Office
H22X0124	STAPLES 025724519	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
H22X0125	STAPLES 025724519	300.00	300.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22X0126	SMART AND FINAL STORES CORPORA	500.00	500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22X0127	CM SCHOOL SUPPLY COMPANY	200.00	200.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22X0128	COSTCO WHOLESALE	500.00	500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22X0129	SOUTHWEST SCHOOL SUPPLY	1,400.00	1,400.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22X0130	SYSTEM ONE BUSINESS PRODUCTS I	5,495.00	2,700.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			500.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
			2,295.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
H22X0131	SOUTHWEST SCHOOL SUPPLY	500.00	425.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
			75.00	0135555223 4350	Beg Teacher Support Assessment / Materials and Supplies
H22X0132	SMART AND FINAL STORES CORPORA	500.00	250.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
			250.00	0135555223 4350	Beg Teacher Support Assessment / Materials and Supplies
H22X0133	PLETKA, ROBERT	14,400.00	14,400.00	0152657719 5899	Superintendent Discret / Other Expenses

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 08/20/2013

FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22X0134	AT&T	10,000.00	10,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
H22X0135	SYNCED SOLUTION LLC, THE	90,000.00	90,000.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
H22X0136	PLACENTIA-YORBA LINDA USD	12,000.00	12,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
H22X0137	ENGLAND, KATHERINE	10,000.00	10,000.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
H22X0138	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
H22X0139	COSTCO WHOLESALE	1,200.00	300.00	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
			300.00	0125852221 4350	Proj CREATE Staff Development / Materials and Supplies
			300.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
			300.00	0141555219 4350	Fine Arts Resource Discret / Materials and Supplies Office
H22X0140	SOUTHWEST SCHOOL SUPPLY	1,000.00	1,000.00	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
H22X0141	ADVANTAGE ON CALL LLC	50,000.00	50,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
H22X0142	ALLIED INTERPRETING SERVICES I	3,000.00	3,000.00	0171054101 5865	Outside Services NPA NPS / Nonpublic School Services
H22X0143	ASSISTIVE TECHNOLOGY EXCHANGE	3,000.00	3,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
H22Y0019	ABS POWER BRAKE INC	1,000.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0020	ONE STOP UNDERCAR	1,000.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0021	AZ BUS SALES	500.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0022	A 1 TRANSMISSION AND SUPPLY	1,000.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			750.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0023	CITY OF FULLERTON	600.00	300.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			300.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
H22Y0024	STATE BOARD OF EQUALIZATION	2,000.00	1,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
H22Y0025	FULLERTON SMOG CENTER	1,000.00	800.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors



**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 08/20/2013**

FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22Y0025	*** CONTINUED ***				
			200.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
H22Y0026	HOME DEPOT, THE	300.00	150.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			150.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0027	IPC USA INC	75,000.00	2,000.00	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			13,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			60,000.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
H22Y0028	DIESEL EXHAUST AND EMISSIONS	1,850.00	100.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,400.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			350.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
H22Y0029	ROSEMEAD OIL PRODUCTS INC	2,000.00	1,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
H22Y0030	UNDER POWER STEERING	1,000.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
			250.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
H22Y0031	DARTCO TRANSMISSION SALES AND	1,000.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
	<b>Fund 01 Total:</b>	<b>2,723,681.33</b>			
	<b>Fund 12 Total:</b>	<b>836.09</b>			
	<b>Fund 14 Total:</b>	<b>18,450.00</b>			
	<b>Fund 25 Total:</b>	<b>19,861.70</b>			
	<b>Fund 68 Total:</b>	<b>4,750.00</b>			
	<b>Fund 81 Total:</b>	<b>8,718.71</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>2,776,297.83</b>			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **08/20/2013**

FROM 07/09/2013 TO 07/29/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22D0035	CLASSROOM STORAGE UNITS INC	697.41	+232.47	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0037	SCHOOL NURSE SUPPLY INC	332.07	-7.77	0151354341 4350	Health Services / Materials and Supplies Office
H22S0001	SUPPLY MASTER	611.17	-1.19	0100000000 9320	Unrestricted / Stores
H22Y0006	PARKHOUSE TIRE INC	3,600.00	+600.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+1,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
H22Y0011	CLEAN AIR TESTING INC	7,200.00	+3,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+3,000.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
<b>Fund 01 Total:</b>			<b>7,823.51</b>		
<b>Total Amount of Change Orders:</b>			<b>7,823.51</b>		

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Interim Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 160048 THROUGH 160068 FOR THE 2013/2014 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated July 9, 2013 through July 29, 2013 contains purchase orders numbered 160048 through 160068 for the 2013/2014 school year totaling \$117,389.03.

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 160048 through 160068 for the 2013/2014 school year.

SH:KT:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
07-09-13 through 07-29-13

Date	Vendor	PO Number	Category	Amount	
<b>Open Purchase Orders</b>					
<b>Amount Not To Exceed</b>					
NONE					
TOTAL OPEN PURCHASE ORDERS					0.00
<b>Processed Food &amp; Commodity P.O.'s</b>					
NONE					
Total OPEN Purchase Orders (from this page)				\$ -	
Total Purchase Orders Out of Date Sequence				-	
Total Processed Food & Commodity P.O.'s				-	
Total Purchase Orders from Purchase Order Detail Report				117,389.03	
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 117,389.03</b>	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/9/2013 and 7/29/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
The Popcorn Man	160058	7/15/2013	8/12/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
40	cs	8017	Kettle Corn Crunchies 120/1oz			\$35.0000	\$1,400.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,400.00
						<b>Vendor Total:</b>	\$1,400.00
							A
Gold Star Foods Inc.	160048	7/9/2013	7/12/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Delicious 138ct 40#/CS			\$26.9400	\$53.88
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$53.88
Gold Star Foods Inc.	160049	7/9/2013	7/19/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Delicious 138ct 40#/CS			\$26.9400	\$53.88
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$53.88
Gold Star Foods Inc.	160050	7/12/2013	7/26/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Delicious 138ct 40#/CS			\$26.9400	\$53.88
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$53.88
Gold Star Foods Inc.	160051	7/15/2013	8/2/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
135	case	30015	Corn Dog,Jumbo IW (DonLec) 40/cs, GS#100498			\$15.4000	\$2,079.00
35	case	40125	Potato,Sweet,Crnkl Fry, GS#401256 McCain 6/2.5#			\$17.3500	\$607.25
5	case	59517	Cheddar Cheese Cup LOL,GS#401967,140/cs,MF#39942			\$54.7000	\$273.50
38	case	56702	Chicken,Mndrn Ornge,GS#401779,35#cs,Lings#11101-8			\$109.2200	\$4,150.36
74	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356			\$51.1000	\$3,781.40
24	case	30339	Pancakes,Mini Bluebry GS#133616 Eggo IW 72 ct			\$31.8500	\$764.40
22	case	59601	Burrito, Chorizo&Egg GS#110644 54ct Arizona Gold			\$31.1800	\$685.96
13	case	59047	Biscuit,Sausage GS#113624 160/ct Ardellas#90626			\$69.0800	\$898.04
24	case	30346	Waffles,Mini Cinn GS# Eggo Kellogs 72 ct			\$29.0900	\$698.16
13	case	55106	French Toast GS#401546 Cinn Glzd SF,IW 100/3.25oz.			\$44.7800	\$582.14
24	case	30345	Waffles,Mini Maple GS#71281 Eggo IW 72ct.			\$29.0900	\$698.16
9	case	3209	Bar, Maple WG GS#134192 108ct./1.4oz.			\$33.7500	\$303.75
10	case	56106	Muffin Apple Cinn,GS#400014,60/3ozCS,20Cnt#217130W			\$27.5300	\$275.30
3	case	4023	Pan Spray, Aerosol, Ventura # 6/14oz.			\$22.5400	\$67.62
2	case	4013	Onion Dehydrated, Pacific Spice #202002 15#			\$34.6700	\$69.34
65	case	55004	Chicken,GS#402075 ChliLimeWings Tyson#21001 2/5#			\$22.1000	\$1,436.50
3	case	55105	Eggs Diced SunnyFresh, 4/5# bag, GS#401542			\$23.3000	\$69.90
5	case	57002	Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398			\$24.7600	\$123.80
3	case	56104	Muffin Blubry,GS#400016, 60/3oz/cs,20Cent#217230W			\$27.4300	\$82.29
2	case	56031	Burrito,Bn&Chse,WhlGrn IW,GS#403423,96/csLC#99542			\$55.2900	\$110.58
40	case	55057	Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769			\$36.9400	\$1,477.60
48	case	30348	Biscuit,GS#10018 Buttermilk Bridgford#6180 60/2oz			\$14.8300	\$711.84
2	case	8001	Shell Taco,Corn GS#300086, 6" 200/cs MISSION#10115			\$16.6000	\$33.20
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$19,980.09

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/9/2013 and 7/29/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160052	7/15/2013	8/9/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	46003	Strawberries,sliced,Frz GS#101484, Cleughs 1/30#cs	\$32.9300	\$1,185.48	
42	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972,96csSW#11128W	\$51.6500	\$2,169.30	
50	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$15.6000	\$780.00	
14	case	30015	Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498	\$15.4000	\$215.60	
4	case	58106	Pork LF BBQ Rib Patty,Pierre100/3.0oz/cs,GS#401842	\$29.5000	\$118.00	
5	case	30052	Pigs-in-Blanket Wrp Dbl B, 60/2oz/cs GS#100488	\$25.4800	\$127.40	
8	case	58107	Biscuit Pork Sausg. Sand IW Pierre 100/cs,#401360	\$34.8400	\$278.72	
65	case	30071	Burrito, Posada#1071765Egg,BaconChz, 24/CS	\$17.8500	\$1,160.25	
9	cs	4241	Sauce,Bosco Pizza cups #202546 100/2oz	\$29.4900	\$265.41	
48	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984	\$52.2600	\$2,508.48	
15	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$38.9000	\$583.50	
45	case	7601	Cookie,Smart,GS#202873 Dick&Jane#SC8801 120/.88oz	\$23.1800	\$1,043.10	
42	case	8002	Tortilla, WG GS#600354 144/case Romeros#206022	\$52.8000	\$2,217.60	
4	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#	\$24.6000	\$98.40	
37	case	40125	Potato,Sweet,Crnl Fry, GS#401256 McCain 6/2.5#	\$17.3500	\$641.95	
67	case	30008	Hot Dog, Turkey, Foster Farms, 5 80/cs,GS#100746	\$10.5700	\$708.19	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$14,101.38
Gold Star Foods Inc.	160053	7/15/2013	8/16/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
75	case	55004	Chicken,GS#402075 ChliLimeWings Tyson#21001 2/5#	\$22.1000	\$1,657.50	
11	case	30340	Pancakes,Mini Apple GS#133617 Eggo IW 72 ct.	\$31.8500	\$350.35	
16	cs	59525	Roll,BearClawApple,GS#400040,72/3oz,20thC#618130W	\$34.0900	\$545.44	
24	case	56108	Muffin,AppleCinn,GS#400000,100/cs,20thCty#207115W	\$27.7759	\$666.62	
5	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.	\$57.4400	\$287.20	
8	case	56104	Muffin Blubry,GS#400016, 60/3oz/cs,20Cent#217230W	\$27.4300	\$219.44	
3	case	55102	Omelet Skillet w/Colby Chse GS#401555 IW 210/cs SF	\$60.1100	\$180.33	
25	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356	\$51.1000	\$1,277.50	
40	case	59517	Cheddar Cheese Cup LOL,GS#401967,140/cs,MF#39942	\$54.7000	\$2,188.00	
35	case	7552	Cookie,Flourless GS#134003 180/ct BV#80060	\$43.8500	\$1,534.75	
30	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$41.6300	\$1,248.90	
42	case	56506	Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case	\$44.8000	\$1,881.60	
24	case	30347	Roll,Dinner,WhiteWheat GS#100634 DoIBake 120/case	\$21.5300	\$516.72	
39	case	55019	Chicken Nugget, WG Tyson GS#401628 144ct	\$50.2700	\$1,960.53	
23	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$16.4400	\$378.12	
50	case	57101	Beef Teriyaki DipperPierre,100/case, GS#401380	\$24.2500	\$1,212.50	
32	case	55007	Chicken Patty WG Tyson ,I 44 , GS#401626	\$41.7000	\$1,334.40	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$17,439.90
Gold Star Foods Inc.	160054	7/15/2013	8/23/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
43	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$41.6300	\$1,790.09	
26	case	8001	Shell Taco,Corn GS#300086, 6" 200/cs MISSION#10115	\$16.6000	\$431.60	
91	case	59046	Pizza,FrenchBrd, GS#400126 60/cs Ardellas	\$50.4500	\$4,590.95	
10	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#	\$24.6000	\$246.00	
50	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#	\$14.6500	\$732.50	
50	case	5027	Spaghetti,GS#202850 WG,Barilla 498327/03769 2/10#	\$24.1500	\$1,207.50	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$8,998.64
Gold Star Foods Inc.	160062	7/19/2013	8/9/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	380110	Dinner Meal, Farmer Salad GS#303493 24 ct.	\$44.8500	\$2,691.00	
48	case	380114	Dinner Meal, Power, GS#203032 30 ct.	\$53.7000	\$2,577.60	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/9/2013 and 7/29/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160062	7/19/2013	8/9/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
48	case	380113	Dinner Meal, Energizer GS#203033 30ct		\$53.7000	\$2,577.60
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$7,846.20
Gold Star Foods Inc.	160063	7/19/2013	8/13/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
60	case	380111	Dinner Meal, Egg Salad GS#303492 24 ct		\$44.8500	\$2,691.00
60	case	380112	Dinner Meal, Asian Salad GS#303494 24 ct		\$44.8500	\$2,691.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,382.00
Gold Star Foods Inc.	160064	7/19/2013	8/16/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
60	case	380115	Dinner Meal, Chipotle Mix, GS#303478 24 ct.		\$44.8500	\$2,691.00
48	case	380114	Dinner Meal, Power, GS#203032 30 ct.		\$53.7000	\$2,577.60
48	case	380113	Dinner Meal, Energizer GS#203033 30ct		\$53.7000	\$2,577.60
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$7,846.20
Gold Star Foods Inc.	160065	7/19/2013	8/20/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
60	case	380116	Dinner Meal, BBQ Pasta, GS#380116 24 ct.		\$44.8500	\$2,691.00
60	case	380117	Dinner Meal, Kaiser Cheese, GS#303491 24 ct.		\$44.8500	\$2,691.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,382.00
Gold Star Foods Inc.	160066	7/19/2013	8/23/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
35	case	380118	Dinner Meal, Pizza, GS#400090 42 ct.		\$41.9900	\$1,469.65
48	case	380114	Dinner Meal, Power, GS#203032 30 ct.		\$53.7000	\$2,577.60
48	case	380113	Dinner Meal, Energizer GS#203033 30ct		\$53.7000	\$2,577.60
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$6,624.85
Gold Star Foods Inc.	160067	7/19/2013	8/27/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
60	case	380111	Dinner Meal, Egg Salad GS#303492 24 ct		\$44.8500	\$2,691.00
60	case	380112	Dinner Meal, Asian Salad GS#303494 24 ct		\$44.8500	\$2,691.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,382.00
					<b>Vendor Total:</b>	\$99,144.90
						A
P & R Paper Supply Company, Inc.	160059	7/15/2013	8/6/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	case	83301	Plates, 6" Edris PPL6CLR 240/case		\$30.0000	\$90.00
2	case	84310	Cup, 7oz Clear 500/case		\$53.1200	\$106.24
5	case	80017	Wet Wipes CHIX #8250 150/cs		\$16.0000	\$80.00
144	each	80024	Knife, Safety Utility, Lizard CSP-LZ-S 6/box		\$3.0000	\$432.00
15	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case		\$7.3000	\$109.50
3	case	81032	Bag Sandwich w/lid #200662 Elkay H07 1000/case		\$41.2100	\$123.63
2	case	83302	Plate, 9" Etched Clear Edris #DPL9-CLR 240/case		\$49.9000	\$99.80
2	case	87203	Foil 12x10 3/4 PotatoWrap Reynolds #721 6/500/cs		\$82.8800	\$165.76

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/9/2013 and 7/29/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>160059</b>	<b>7/15/2013</b>	<b>8/6/2013</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	case	82001	Forks,Clear Plastic Med Wt., EDR-XHF-CLR 1000/cs			\$16.9500	\$16.95	
							<b>Sales Tax:</b>	\$50.85
							<b>P.O. Total:</b>	\$1,274.73
							<b>Vendor Total:</b>	\$1,274.73
^								
<b>Industrial Electric</b>	<b>160068</b>	<b>7/26/2013</b>	<b>7/26/2013</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	ea	1	Estimated cost of repair			\$300.0000	\$300.00	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$300.00
							<b>Vendor Total:</b>	\$300.00
^								
<b>Swisher</b>	<b>160060</b>	<b>7/15/2013</b>	<b>7/29/2013</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
10	case	70018	Pot and Pan Platinum 2.5 gal.			\$58.7400	\$587.40	
15	case	70019	Sanitizer Clear Quat 2.5 gal.			\$58.7400	\$881.10	
1	each	70030	L.D-3500 5 gal.			\$100.4300	\$100.43	
1	case	70035	Sanitizer Low Temp 5 gal.			\$36.6900	\$36.69	
3	each	70036	Orange-Cleaner/Degreaser 2.5 gal.			\$49.6100	\$148.83	
							<b>Sales Tax:</b>	\$140.36
							<b>P.O. Total:</b>	\$1,894.81
							<b>Vendor Total:</b>	\$1,894.81
^								
<b>U.S. Foodservice, Inc.</b>	<b>160055</b>	<b>7/15/2013</b>	<b>7/31/2013</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
10	case	7001	Cracker, Saltines Unsalted Nabisco 2pk 500 ct			\$8.9300	\$89.30	
8	case	8264	Chips,Tortilla,La Vencedora#080833 1.5oz 80ct			\$12.9200	\$103.36	
7	case	7005	Cracker, Strawberry Graham J & J #56075 200/case			\$24.5000	\$171.50	
4	case	7006	Cracker, ABC Graham J & J #56074			\$24.5000	\$98.00	
14	case	7002	Cracker,Cinn Toast & Bites Bisco#20044 100/case			\$11.5000	\$161.00	
6	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.			\$34.2000	\$205.20	
30	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs			\$24.5000	\$735.00	
60	case	7021	Cracker Graham Hi-Fbr MJM #301151 150/3pk			\$20.1400	\$1,208.40	
60	case	11047	Water, Bottled Cyrstal Geysr 32/16.9oz			\$3.0800	\$184.80	
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case			\$28.4000	\$1,704.00	
1	EA	4110	Chicken Base#301634 25#Tub			\$37.4300	\$37.43	
90	case	11049	Raisins, Caltropic, #202545 144/1.5oz.			\$23.5700	\$2,121.30	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$6,819.29
^								
<b>U.S. Foodservice, Inc.</b>	<b>160056</b>	<b>7/15/2013</b>	<b>8/7/2013</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
50	case	7555	Cookie,ChocChip, Red Fat IW, BV#70660 90/2oz.			\$27.9700	\$1,398.50	
14	case	8016	Munchie Kid's Mix, Quaker #80340 104/ .88 oz.			\$25.6500	\$359.10	
19	cs	8020	Chex, Cheddar Cheese #2967 60/1.2oz.			\$21.7100	\$412.49	
30	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs			\$24.5000	\$735.00	



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/9/2013 and 7/29/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers	
U.S. Foodservice, Inc.	160056	7/15/2013	8/7/2013			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
68	case	8264	Chips,Tortilla,La Vencedora#080833 1.5oz 80ct			\$12.9200	\$878.56
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,783.65
U.S. Foodservice, Inc.	160057	7/15/2013	8/21/2013			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case			\$28.4000	\$1,704.00
24	cs	8019	Chex, Strawberry Yogurt # 0959 60/1.2oz			\$21.1300	\$507.12
7	cs	7023	Crackers, Graham Scooby Doo, Keebler #2523 175/1oz			\$47.2400	\$330.68
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,541.80
<b>Vendor Total:</b>							\$13,144.74
							1
N. Harris Computer Corporation	160061	7/18/2013	8/1/2013			<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	eOfficeSuite Direct Certification Utility			\$229.8500	\$229.85
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$229.85
<b>Vendor Total:</b>							\$229.85
							1

GRAND TOTAL # 117,389.03

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CONSENT ITEM

**DATE:** August 20, 2013

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

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 89054 THROUGH 89183 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 89054 through 89183 for the 2013/2014 school years totaling \$632,230.90. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$516,280.38
12 Child Development	10,969.14
14 Deferred Maintenance	17,358.00
68 Workers' Compensation	70,352.06
81 Property/Liability Insurance	12,562.51
Total	\$632,230.90

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 89054 through 89183 for the 2013/2014 school years.

SH:SM:gs

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Interim Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9797 THROUGH 9819 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 9797 through 9819 for the 2013/2014 school year. The total amount presented for approval is \$578,842.35.

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 9797 through 9819 for the 2013/2014 school year.

SH:KT:dlh

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DAVID SWENSON FOR NICOLAS JUNIOR HIGH SCHOOL EFFECTIVE JULY 1, 2013 THROUGH SEPTEMBER 30, 2013

Background: Nicolas Junior High School is in need of technology support during the 2013-14 school year. Mr. Swenson has unique knowledge of the inventory, repair and distribution of computer technology equipment which makes him invaluable for the implementation of the Anytime-Anywhere iPad program as well as the other 900 computers on campus. Mr. Swenson works with students to solve their technology support needs and also facilitates the technology portion of our ST Math intervention program. He works directly with teachers as well to support their technology needs. These services are rendered for the time period of July 1, 2013 through September 30, 2013.

Rationale: In the past, the District has entered into consulting agreements with individuals that provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services. Mr. Swenson has specialized experience and skills that facilitate the Nicolas Junior High technology program.

Funding: \$148.00 per day. This will be funded 40% from Nicolas Junior High School's discretionary budget #304 and 60% from Title 1 budget #212.

Recommendation: Approve/Ratify Consultant Agreement between Fullerton School District and David Swenson for Nicolas Junior High School effective July 1, 2013 through September 30, 2013.

MLD:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **David Swenson** 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: **Mr. Swenson will coordinate the inventory, repair and distribution of laptop computers at Nicolas Junior High School. He will also work with teachers on implementation of technology hardware in the teachers' classrooms.** Services shall be provided by **David Swenson**.

2. Term. Contractor shall commence providing services under this Agreement on **July 1, 2013** and will diligently perform as required and complete performance by **September 30, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Thousand Dollars (\$8,000.00)** at a pay rate of one hundred forty eight dollars (\$148.00) per day. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **(N/A)**.

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

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

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.



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

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

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

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

CONTRACTOR:  
**Dave Swenson**  
**Address On File**  
  
**(Attn): Dave Swenson**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 20 DAY OF \_\_\_\_\_ 2013.

FULLERTON SCHOOL DISTRICT

By:

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

David Swenson  
\_\_\_\_\_  
**(Contractor Name)**

By:

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

\_\_\_\_\_  
**(Typed Name, Title)**

**On File**  
\_\_\_\_\_  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** **APPROVE THIRD AMENDMENT TO AGREEMENT NO. FCI-SD-08 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT FOR THE PROVISION OF SERVICES**

Background: In 2002, the Orange County Children and Families Commission established a School Readiness Initiative to define and promote school readiness for all children from prenatal to age five. The entitlement for this grant comes from Proposition 10 funds. Funds support services, including staff and materials, for Fullerton School District's School Readiness Program. The term of the Agreement commenced on July 1, 2011 and terminates on June 30, 2014.

Rationale: Fullerton School District had been awarded \$175,100.00 for Early Learning Specialist Services, \$300,000.00 for School Readiness Nurse Services, and \$150,000.00 for additional School Readiness Services. The Amendment awards an additional \$4,832.00 to provide increased or additional services for the Early Development Index project.

A copy of the Amendment to the Agreement is available for review in the Superintendent's Office.

Funding: The Commission will provide additional amended funding of \$4,832.00 and will be applied to Child Development budgets #275, #394, and #392.

Recommendation: Approve Third Amendment to Agreement No. FCI-SD-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services.

MLD:MC:ln

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Craig Bertsch, Ed.D., Director, Administrative Services  
**SUBJECT:** **ADOPT RESOLUTION #13/14-05 PROCLAIMING OCTOBER 21 - 25, 2013, AS "RED RIBBON WEEK" FOR THE FULLERTON SCHOOL DISTRICT**

Background: "A HEALTHY ME IS DRUG FREE" is the message of this year's Red Ribbon Week. The choice of a drug-free lifestyle and respect for the memory of Drug Enforcement Agent Enrique Camarena has been at the heart of Red Ribbon Week since its inception in 1986, resulting in celebrations nationwide. This year, Red Ribbon Week again gives us the opportunity to demonstrate commitment to those values.

Students will receive red wristbands from the Orange County Sheriff's Department. Each school site's P.T.A. can select and purchase goods to reinforce the message, depending on the P.T.A.'s budgets and level of activities they want to provide. Schools usually calendar a week of Red Ribbon Week events and activities for this celebration. With the importance of this celebration in mind, the Board is asked to declare October 21 - 25, 2013, as Red Ribbon Week in the Fullerton School District.

Rationale: The "A HEALTHY ME IS DRUG FREE" campaign is designed to inspire parents and other family influencers to connect with their children in ways that persuade them not to use drugs.

Funding: Not applicable.

Recommendation: Adopt Resolution #13/14-05 proclaiming October 21 - 25, 2013, as "Red Ribbon Week" for the Fullerton School District.

MD:CB:mc  
Attachment

**Fullerton School District**  
RESOLUTION #13/14-05  
PROCLAIMING OCTOBER 21 – 25, 2013, AS “RED RIBBON WEEK”  
FOR THE FULLERTON SCHOOL DISTRICT

- WHEREAS, tobacco, alcohol and other substance abuse continue to put lives at risk both in California and throughout the United States; and,
- WHEREAS, Californians for Drug-Free Youth, Inc., sponsored the first statewide Red Ribbon Campaign in 1986, and the National Family Partnership (formerly known as National Federation of Parents for Drug-Free Youth, Inc.) sponsored the first nationwide campaign in 1988, with the Red Ribbon symbolizing commitment to a healthy, drug-free lifestyle – no use of any illegal drug and no illegal use of tobacco, alcohol or any other legal drug – and with the goal of the Red Ribbon Celebration being to present a unified and visible commitment toward the creation of a Drug-Free America; and,
- WHEREAS, the theme of the Red Ribbon Celebration is “A HEALTHY ME IS DRUG FREE”, promoting a strong personal commitment to a drug-free lifestyle; and,
- WHEREAS, the Red Ribbon Celebration will be observed by Fullerton School District during Red Ribbon Week, October 21 – 25, 2013; and,
- WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week-long celebration; and,
- WHEREAS, the Fullerton School District further commits resources to ensure the success of the Red Ribbon Celebration and year-round tobacco, alcohol and other substance abuse prevention efforts.

NOW THEREFORE, BE IT RESOLVED that the Fullerton School District Board of Trustees does hereby support October 21 – 25, 2013, as Red Ribbon Week and encourages all schools to participate in tobacco, alcohol and other substance abuse prevention activities, making a visible statement and commitment to healthy, drug-free communities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beverly Berryman, Board President  
Fullerton School District

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on July 29, 2013.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph  
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/29/2013  
PRESENTED TO THE BOARD OF TRUSTEES: 08/20/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Giselle	Canedo	Personnel Tech. I/sub	Add substitute classification	06/13/13	51	4.00	521	B23/1
Maria	Fernandez Elvira	Personnel Tech. II/sub	Add substitute classification	06/11/13	51	8.00	524	B28/1
Sabrina	Suarez	Personnel Tech. II/sub	Add substitute classification	06/26/13	51		521	B28/1
Jose	Saldana	Custodian I	Administrative from Nutrition Services	08/12/13	21	3.75	542	B17/6
Jesus	Sotelo	Custodian I	Administrative transfer from Ladera Vista	07/23/13	20	8.00	542	B17/6
Jaime	Alba	Custodian I	Administrative transfer from Nicolas	07/23/13	17	8.00	542	B17/6
Louis	Villa	Instr. Asst./Rec.	Amend hours from 19.0/wk	04/02/13	60	19.5/wk	329	B11/1
Armando	Garcia Jr.	Computer Tech. I	Amend temporary hours 7/1-7/9/13	07/01/13	90	8.00	606	B30/4
Lorie	Leocadio	Clerical Asst. II	Bumped to a reduced hour/month position	07/24/13	18	6.00	403	B19/2
Norma	Metzler	School Office Mgr.	Change last name from Angelo	06/11/13	10	8.00	403	B25/6
Rosalba	Rodriguez	Bus Driver/sub	Change last name from Navarrete	06/07/13	56		565/566	B21/1
Xochitl	Perez	Playground Sup.	Change to regular status	08/12/13	15	7.5/wk	100	B11/1
Alice	Wang	Account Clerk II	Change work year from 10 to 11 months	08/05/13	90	8.00	606	B24/6
Wendy	Cochran	Speech Lang. Path. Asst.	Employ Extended School Year 6/19-7/19/13	06/24/13	29	4.00	123	B21/6
Robin	McCormick	School Office Mgr.	Employ Extended School Year 6/20-7/19/13	06/20/13	29	4.5	124/123	B25/6
Roxana	Avilez	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Diane	Bardwell	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Yvonne	Esqueda	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Donna	Hatton	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Debbie	Javelosa	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Ramon	Loza	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Ana	Navarrete	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Oralia	Pirali	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Nina	Wilson	Bus Driver	Employ Extended school Year 6/24-7/19/13	06/24/13	56	4.00	566	B21/6
Rosalie	Cassidy	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Theresa	Corona	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Lisa	Coslett	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/3
Colleen	Heffner	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/5
Jill	McDermit	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Julie	Molina	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Rene	Mora	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Charlotte	Preultz	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Susan	Robinson	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Valerie	Rodriguez	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/29/2013  
PRESENTED TO THE BOARD OF TRUSTEES: 08/20/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Dora	Romo	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Nasser	Salame	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Amy	Summerfield	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/2
Robin	Whitaker	Instr. Asst./SE I	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Joyce	Benjamin	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Christopher	Carrillo	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Alicia	Gordon	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Frankie	Mora-Wochner	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Maria	Oregel	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Deborah	Quirk-Lutman	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Karin	Schubert	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Patricia	Smith	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Elaine	Wieland	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Deborah	York	Instr. Asst./SE II A	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Tonya	Belleque	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Theresa	Bill	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Theresa	Cauley	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Vanessa	Chang	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/4
Kelly	Decollibus	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/1
Cynthia	Garcia	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Sarah	Hamelberg	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/4
Noemi	Iniguez	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Rukhsana	Javed	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Juliet	Knight	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Francilla	Ortega	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/2
Maria	Santos	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Wendy	Sobodowski	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/2
Suzanne	Vitela	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/6
Sarah	Vogel	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/2
Brittany	Ziebart	Instr. Asst./SE II B	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B14/2
Kelsi	Karpinski	Speech Lang. Path. Asst.	Employ Extended School Year 6/24-7/19/13	06/24/13	29	4.00	123	B21/1
Sorina	Ticlea	Instr. Asst./SE I	Employ Extended School Year 7/10-7/19/13	07/10/13	29	4.00	123	B14/6
Augusto	Lancicho	Instr. Asst./SE II B	Employ Extended School Year 7/22-8/9/13	07/22/13	29	NTE 30.0	123	B14/2
Melissa	Tovar	Sup. Child Care Services	End working out of classification	07/15/13	60	8.00	329	M09/1



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/29/2013  
PRESENTED TO THE BOARD OF TRUSTEES: 08/20/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Debbie	Javelosa	Bus Driver	Extra summer work	06/17/13	56		532	B21/6
Ramon	Loza	Bus Driver	Extra summer work	06/17/13	56		532	B21/6
Feliciano	Hernandez	Transporter	Extra summer work	06/13/13	50		531	B20/6
Frank	Rangel	Transporter	Extra summer work	06/13/13	50		531	B20/6
Frank	Rangel	Transporter	Extra summer work	08/09/13	90	8.00	606	B20/6
Roxana	Avilez	Bus Driver	Extra summer work	06/17/13	56		532	B21/6
Roxana	Avilez	Bus Driver	Extra summer work 6/13 and 6/21/13	06/13/13	56		566	B21/6
Hugo	Romo	Custodian I	Extra summer work 6/13-8/9/13	06/13/13	53	3.75	542	B17/6
Ignacio	Siqueiros Beltran	Custodian I	Extra summer work 6/13-8/9/13	06/13/13	53	3.75	542	B17/1
Erika	Gomez	Social Service Asst.	Extra summer work 6/17-6/27/13	06/17/13	60		310	B17/6
Armando	Garcia Jr.	Computer Tech. I	Extra summer work 6/17-6/28; 8/1-8/9/13	06/17/13	90	8.00	606	B30/4
Adao	Garcia	Custodian I	Extra summer work 6/17-8/9/13	06/17/13	22	8.00	542	B17/6
Maria	Medina	Custodian I	Extra summer work 6/17-8/9/13	06/17/13	22	8.00	542	B17/1
Jose	Saldana	Custodian I	Extra summer work 6/17-8/9/13	06/17/13	22	3.75	606	B17/6
Alicia	Solis	Custodian I	Extra summer work 6/17-8/9/13	06/17/13	25	8.00	542	B17/6
Alicia	Tavarez	Clerical Asst. II/BB	Extra summer work 6/19-6/28/13	06/19/13	17	8.00	304	B20/6
Tania	Ruiz	Social Service Asst.	Extra summer work 6/20-6/27/13	06/20/13	60		392	B17/6
Lori	Nelson	Sr. Secretary	Extra summer work 6/20-6/27/13	06/20/13	60		310	B24/6
Alice	Wang	Account Clerk II	Extra summer work 6/20-6/28/13	06/20/13	90	4.00	606	B24/6
Mary Ellen	Rivera	Clerical Asst. II/BB	Extra summer work 6/21-12/20/13	06/21/13	90	8.00	606	B20/3
Jagath	Jayaratne	Computer Tech. I	Extra summer work 6/21-7/17/13	06/21/13	59	8.00	441	B30/3
Alicia	Tavarez	Clerical Asst. II/BB	Extra summer work 7/1-7/12/13	07/01/13	17	8.00	304	B20/6
Lori	Nelson	Sr. Secretary	Extra summer work 7/1-7/23/13	07/01/13	60		310	B24/6
Tania	Ruiz	Social Serv. Asst.	Extra summer work 7/1-8/1/13	07/01/13	60		310	B17/6
Katherine	Robinson	Ed. Media Assistant	Extra summer work 7/1-8/2/13	07/01/13	50	25.0/wk	538	B19/6
Erika	Gomez	Social Serv. Asst.	Extra summer work 7/1-8/9/13	07/01/13	60		310	B17/6
Rosalia	Martinez	After School Site Lead	Extra summer work 7/15-8/2/13	07/15/13	60		85	B18/6
Melissa	Tovar	Site Lead Supervisor	Extra summer work 7/15-8/2/13	07/15/13	60	8.00	329	M03/1
Jamie	Chapman	After School Site Lead	Extra summer work 7/16-7/20/13	07/16/13	60		85	B18/6
Fabiola	Hernandez Prado	After School Site Lead	Extra summer work 7/16-7/20/13	07/16/13	60		329	B18/6
Melissa	Pepin	After School Site Lead	Extra summer work 7/16-7/20/13	07/16/13	60		85	B18/5
Himashie	Perera	After School Site Lead	Extra summer work 7/16-7/20/13	07/16/13	60		85	B18/6
Lilia	Ruiz	Instr. Asst./Rec.	Extra summer work 7/16-7/20/13	07/16/13	60		329	B11/6
Beverly	Hendricks	Cert. Occup. Ther. Asst	Extra summer work 7/22-8/9/13 NTE 6 hrs.	07/22/13	29		123	B26/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/29/2013  
PRESENTED TO THE BOARD OF TRUSTEES: 08/20/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Nancy	Todd	After School Site Lead	Extra summer work 7/29-8/2/13	07/15/13	60		85	B18/6
Roberto	Perez	Translator/Biling Tech Asst.	Extra summer work 7/9-7/23/13	07/09/13	54		514	B24/6
Joni	David	After School Site Lead	Extra summer work 7/9-8/2/13	07/09/13	60		85	B18/6
Anita	Nicholson	Clerical Asst. II	Extra summer work NTE 10 hrs	06/19/13	11		304	B19/6
Frances	Ramirez	Playground Sup.	Extra summer work NTE 10 hrs	06/20/13	12		304	B11/1
Teri	Kawaguchi	School Office Mgr.	Extra summer work NTE 10 hrs	06/20/13	11		304	B25/6
Karen	Hernandez	Clerical Asst. II/BB	Extra summer work NTE 24 hours	07/11/13	55		115	B20/3
Marleen	Acosta	Clerical Asst. II/BB	Extra summer work NTE 48 hrs	06/20/13	20		304	B20/6
Jana	Benavides	After School Site Lead	FMLA 6/5-9/30/13	06/05/13	60	8.00	85	B18/6
Candace	Amora-Piccolo	Network/Healthy CA Coord.	Hire limited term 8/513-1/31/14	08/05/13	90	20.0/wk	606	M06/1
Alyssa	Domokos	After School Site Lead	Hire probationary status	08/05/13	60	30.0/wk	329	B18/2
Leah	Monroe	After School Site Lead	Hire probationary status	08/05/13	60	32.0/wk	329	B18/1
Benito	Gonzalez	Custodian I	Hire probationary status	08/12/13	25	3.95	542	B17/1
Maria	Zapata De Barrera	Custodian I	Hire probationary status	08/12/13	28	3.75	542	B17/1
Jonathan	Nguyen	Instr. Asst./Rec.	Hire probationary status	08/12/13	60	19.75/wk	329	B11/1
Jeanette	Bell	Instr. Asst./Reg.	Hire probationary status	08/12/13	29	17.5/wk	310	B11/1
Faith	Bui	Instr. Asst./Reg.	Hire probationary status	06/04/13	21	17.5/wk	310	B11/1
Kandis	Newman	Instr. Asst./Reg.	Hire probationary status	06/10/13	22	17.5/wk	310	B11/1
Stephany	Avilez	Social Serv. Asst.	Hire probationary status	08/12/13	25	12.0/wk	212	B17/1
Nancy	Fernandez	Clerical Asst. II/sub	Hire substitute status	07/24/13	99		999	B19/1
Roy	Arredondo	Custodian I/sub	Hire substitute status	08/12/13	53		542	B17/6
Jose	Beltran	Custodian I/sub	Hire substitute status	08/12/13	53		542	B17/1
Georgina	Lopez Campos	Custodian I/sub	Hire substitute status	08/12/13	53		542	B17/1
Patricia	Koelle	Instr. Asst./Rec./sub	Hire substitute status	08/12/13	60		999	B11/1
Jean	Robbins	Instr. Asst./SE I/sub	Hire substitute status	08/12/13	99		999	B14/1
Nancy	Fernandez	Personnel Tech. I/sub	Hire substitute status	08/01/13	58		522	B23/1
Letjan	Lecarnaque	Personnel Tech. I/sub	Hire substitute status	06/12/13	58		522	B23/1
Sikina	Lockett	Playground Sup./sub	Hire substitute status	08/12/13	16		100	B11/1
Sonia	Arce	Food Service Asst. I	Increase hours from 1.0	08/12/13	90	1.30	606	B08/3
Ana	Valencia	Food Service Asst. I	Increase hours from 1.5	08/12/13	90	2.00	606	B08/4
Angela	Brady	Food Service Asst. I	Increase hours from 2.0	08/12/13	90	2.80	606	B08/4
Gloria	Arroyo	Food Service Asst. I	Increase hours from 3.0	08/12/13	90	4.00	606	B08/6
Danilo	Valecruz	Account Clerk I	Longevity increase	07/01/13	90	8.00	606	B20/6
Angeli	Shahbaz	Account Clerk II	Longevity increase	07/01/13	50	8.00	530	B24/6

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Anna	Fantin	Account Clerk III	Longevity increase	07/01/13	90	8.00	606	B28/6
Nancy	Marcus	Admin. Sec.	Longevity increase	07/01/13	55	8.00	520/304	B30/6
Jana	Benavides	After School Site Lead	Longevity increase	07/01/13	60	8.00	85	B18/6
Jennifer	Bradley	After School Site Lead	Longevity increase	07/01/13	60	8.00	85	B18/5
Jamie	Chapman	After School Site Lead	Longevity increase	07/01/13	60	8.00	85	B18/6
Fabiola	Hernandez Prado	After School Site Lead	Longevity increase	07/01/13	60	8.00	329	B18/6
Rosalia	Martinez	After School Site Lead	Longevity increase	07/01/13	60	8.00	329	B18/6
Samuel	Ricchio	Asst. Dir. Info Tech.	Longevity increase	07/01/13	59	8.00	409/309	M16/3
Roxanna	Avilez	Bus Driver	Longevity increase	07/01/13	56	29.4/wk	566/565	B21/6
Maria T.	Gonzalez	Bus Driver	Longevity increase	07/01/13	56	24.1/wk	565/566	B21/6
Deborah	Javelosa	Bus Driver	Longevity increase	07/01/13	56	29.1/wk	565/566	B21/6
Ramon	Loza	Bus Driver	Longevity increase	07/01/13	56	27.3/wk	565/566	B21/6
Cristi	Medina	Bus Driver	Longevity increase	07/01/13	56	26.7/wk	566	B21/6
Reina	Osorio De Alonzo	Bus Driver	Longevity increase	07/01/13	56	25.4/wk	565/566	B21/6
Khotir	Pou	Bus Driver	Longevity increase	07/01/13	56	25.4/wk	565/566	B21/6
Nina	Wilson	Bus Driver	Longevity increase	07/01/13	56	30.4/wk	565/566	B21/6
Bette	Crider	Buyer Coordinator	Longevity increase	07/01/13	50	8.00	531	B32/6
Barbara	Codding	Clerical Asst. II	Longevity increase	07/01/13	23	8.00	403	B19/6
Penny	Cullinan	Clerical Asst. II	Longevity increase	07/01/13	18	8.00	403/304	B19/6
Anita	Nicholson	Clerical Asst. II	Longevity increase	07/01/13	11	8.00	403	B19/6
Katherine	Prewitt	Clerical Asst. II	Longevity increase	07/01/13	54	8.00	420	B19/6
Marleen	Acosta	Clerical Asst. II/BB	Longevity increase	07/01/13	20	8.00	403	B20/6
Patricia	Padilla	Clerical Asst. II/BB	Longevity increase	07/01/13	57	8.00	526	B20/6
Hyewon	Kim	Clerical Asst. II/BBK	Longevity increase	07/01/13	30	8.00	403	B20/6
Robert	Mastrodonato	Comp. Repair Coord.	Longevity increase	07/01/13	59	8.00	509/309	B34/6
Jagath	Jayarathne	Computer Tech. I	Longevity increase	07/01/13	28/19	8.00	304/302	B30/3
Daniel	Bakker	Custodian I	Longevity increase	07/01/13	26	8.00	542	B17/6
Encarnación	Castro	Custodian I	Longevity increase	07/01/13	17	8.00	542	B17/6
Bobby	Collins	Custodian I	Longevity increase	07/01/13	13	8.00	542	B17/6
Van	Nguyen	Custodian I	Longevity increase	07/01/13	19	8.00	542	B17/6
Robert	Pruneau	Custodian I	Longevity increase	07/01/13	16	8.00	542	B17/6
Hugo	Romo	Custodian I	Longevity increase	07/01/13	53	3.75	542	B17/6
Jose	Saldana	Custodian I	Longevity increase	07/01/13	90	3.75	606	B17/6
Amine	Sales	Custodian I	Longevity increase	07/01/13	30	8.00	542	B17/6

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Alicia	Solis	Custodian I	Longevity increase	07/01/13	21	3.83	542	B17/6
Jesus	Sotelo	Custodian I	Longevity increase	07/01/13	17	8.00	542	B17/6
Timothy	Barrera	Custodian II	Longevity increase	07/01/13	30	8.00	542	B24/6
Dionardo	Fauni	Custodian II	Longevity increase	07/01/13	26	8.00	542	B24/6
Samuel	Gonzalez	Custodian II	Longevity increase	07/01/13	19	8.00	542	B24/6
Victor	Hernandez	Custodian II	Longevity increase	07/01/13	29	8.00	542	B24/6
Sergio	Michel	Custodian II	Longevity increase	07/01/13	16	8.00	542	B24/6
Larry	Quintana	Custodian II	Longevity increase	07/01/13	28	8.00	542	B24/6
Julie	Emrick	Ed. Media Assistant	Longevity increase	07/01/13	28	10.0/wk	402	B19/6
Heidi	Harris	Ed. Media Assistant	Longevity increase	07/01/13	21	10.0/wk	402	B19/6
Eleanor	Johnson	Ed. Media Assistant	Longevity increase	07/01/13	18	10.0/wk	402	B19/6
Karen	Laiola	Ed. Media Assistant	Longevity increase	07/01/13	16	10.0/wk	402	B19/6
Mary	Reese	Ed. Media Assistant	Longevity increase	07/01/13	29	10.0/wk	402	B19/6
Katherine	Robinson	Ed. Media Assistant	Longevity increase	07/01/13	25	10.0/wk	402	B19/6
Julie	Dibble	Food Service Asst.I	Longevity increase	07/01/13	90	3.80	606	B08/6
Hilda	Fuentes	Food Service Asst.I	Longevity increase	07/01/13	90	3.00	606	B08/6
Joyce	Lewis	Food Service Asst.I	Longevity increase	07/01/13	90	2.00	606	B08/6
Rosa	Maciel	Food Service Asst.I	Longevity increase	07/01/13	90	6.00	606	B08/6
Martha	Munoz	Food Service Asst.I	Longevity increase	07/01/13	90	2.80	606	B08/6
Janet	Powell	Food Service Asst.I	Longevity increase	07/01/13	90	1.30	606	B08/6
Maria Isabel	Romero	Food Service Asst.I	Longevity increase	07/01/13	90	6.00	606	B08/6
Colleen	Sheehan	Food Service Asst.I	Longevity increase	07/01/13	90	4.50	606	B08/6
Marion	Shipman	Food Service Asst.I	Longevity increase	07/01/13	90	1.30	606	B08/6
Chai-Boay	Tan	Food Service Asst.I	Longevity increase	07/01/13	90	3.00	606	B08/6
Rosye	Thyr	Food Service Asst.I	Longevity increase	07/01/13	90	4.00	606	B08/6
Shelly	Bode	Food Service Asst.II	Longevity increase	07/01/13	90	6.50	606	B12/5
Poh	Tan	Food Service Asst.II	Longevity increase	07/01/13	90	8.00	606	B12/6
Vicki	Hernandez	Food Service Asst.III	Longevity increase	07/01/13	90	8.00	606	B16/6
Porfirio	Zuazo	Food Service Asst.III	Longevity increase	07/01/13	90	8.00	606	B16/6
Robert	Juarez	Gardener	Longevity increase	07/01/13	53	8.00	547	B19/6
Gumercindo	Martinez	Gardener	Longevity increase	07/01/13	53	8.00	547	B19/6
William	Dugan	Grds. Equip. Opr.	Longevity increase	07/01/13	53	8.00	547	B22/6
Juliana	Baez	Instr. Asst./SE I	Longevity increase	07/01/13	26	6.00	242	B14/6
Nancy	Castle	Instr. Asst./SE I	Longevity increase	07/01/13	24	4.00	242	B14/6

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Peggy	Cooper	Instr. Asst./SE I	Longevity increase	07/01/13	17	6.50	122	B14/6
Theresa	Corona	Instr. Asst./SE I	Longevity increase	07/01/13	25	4.00	126	B14/6
Pamela	De La Rosa	Instr. Asst./SE I	Longevity increase	07/01/13	22	3.50	120	B14/6
Cynthia	De Luna	Instr. Asst./SE I	Longevity increase	07/01/13	15	4.00	242	B14/6
Lisa	Fiorillo Palomino	Instr. Asst./SE I	Longevity increase	07/01/13	11	3.30	120	B14/6
Barbara	Foster	Instr. Asst./SE I	Longevity increase	07/01/13	22	3.50	242	B14/6
Cydney	Hebert	Instr. Asst./SE I	Longevity increase	07/01/13	22	6.50	242	B14/6
Sheryll	Houseal	Instr. Asst./SE I	Longevity increase	07/01/13	12	6.00	242	B14/6
Gena	Knighton	Instr. Asst./SE I	Longevity increase	07/01/13	23	6.10	242	B14/6
Jill	McDermitt	Instr. Asst./SE I	Longevity increase	07/01/13	17	3.50	122	B14/6
Anne	McGinnis	Instr. Asst./SE I	Longevity increase	07/01/13	21	3.80	242	B14/6
Theresa	Miller	Instr. Asst./SE I	Longevity increase	07/01/13	20	6.00	242	B14/6
Jesus	Miramontes	Instr. Asst./SE I	Longevity increase	07/01/13	26	3.50	122	B14/6
Deborah	Mittelman	Instr. Asst./SE I	Longevity increase	07/01/13	17	6.00	242	B14/6
Carolyn	Mullins	Instr. Asst./SE I	Longevity increase	07/01/13	22	6.00	242	B14/6
Esmeralda	Pulido	Instr. Asst./SE I	Longevity increase	07/01/13	17	6.50	242	B14/6
Doris	Ruzzi	Instr. Asst./SE I	Longevity increase	07/01/13	17	6.00	242	B14/6
Michaela	Sijen-Acosta	Instr. Asst./SE I	Longevity increase	07/01/13	22	6.00	122	B14/6
Karen	Simo	Instr. Asst./SE I	Longevity increase	07/01/13	26	3.00	122	B14/6
Gloria	Watt	Instr. Asst./SE I	Longevity increase	07/01/13	17	3.50	122	B14/6
Elaine	West	Instr. Asst./SE I	Longevity increase	07/01/13	20	6.00	242	B14/6
Melissa	Wozniuk	Instr. Asst./SE I	Longevity increase	07/01/13	16	3.75	122	B14/6
Joyce	Benjamin	Instr. Asst./SE II A	Longevity increase	07/01/13	21	6.00	121	B14/6
Yvonne	Carlos	Instr. Asst./SE II A	Longevity increase	07/01/13	30	6.00	120	B14/6
Alicia	Gordon	Instr. Asst./SE II A	Longevity increase	07/01/13	29	6.00	121	B14/6
Mary	Lopez	Instr. Asst./SE II A	Longevity increase	07/01/13	25	6.00	242	B14/6
Carol	Miller	Instr. Asst./SE II A	Longevity increase	07/01/13	13	3.50	120	B14/6
René	Mora	Instr. Asst./SE II A	Longevity increase	07/01/13	20	6.00	122	B14/6
Frankie	Mora-Wochner	Instr. Asst./SE II A	Longevity increase	07/01/13	25	6.00	120	B14/6
Deborah	Quirk-Lutman	Instr. Asst./SE II A	Longevity increase	07/01/13	29	6.50	121	B14/6
Patricia	Smith	Instr. Asst./SE II A	Longevity increase	07/01/13	20	6.00	121	B14/6
Elaine	Wieland	Instr. Asst./SE II A	Longevity increase	07/01/13	29	6.00	121	B14/6
Deborah	York	Instr. Asst./SE II A	Longevity increase	07/01/13	20	6.00	120	B14/6
Tonya	Belleque	Instr. Asst./SE II B	Longevity increase	07/01/13	12	6.00	120	B14/6

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Theresa	Cauley	Instr. Asst./SE II B	Longevity increase	07/01/13	15	6.00	128	B14/6
Angela	Corral	Instr. Asst./SE II B	Longevity increase	07/01/13	21	6.00	120	B14/6
Janine	Dellario	Instr. Asst./SE II B	Longevity increase	07/01/13	26	3.80	248	B14/6
Rukhsana	Javed	Instr. Asst./SE II B	Longevity increase	07/01/13	12	5.00	121	B14/6
Elizabeth	McCann	Instr. Asst./SE II B	Longevity increase	07/01/13	26	3.50	248	B14/6
Agnes	Oleksysey	Instr. Asst./SE II B	Longevity increase	07/01/13	27	6.50	121	B14/6
Charlotte	Preultz	Instr. Asst./SE II B	Longevity increase	07/01/13	11	5.00	125	B14/6
Kathryn	Vogeleang	Instr. Asst./SE II B	Longevity increase	07/01/13	27	6.00	121	B14/6
Dolores	Cortez	Instruct. Asst./BB	Longevity increase	07/01/13	29	3.50	310	B14/6
Leticia	Cruz	Instruct. Asst./BB	Longevity increase	07/01/13	22	3.80	224	B14/6
Xenia	Lemus	Instruct. Asst./BB	Longevity increase	07/01/13	22	3.75	302	B14/6
Francisco	Montano	Instruct. Asst./BB	Longevity increase	07/01/13	60	19.5/wk	329	B14/6
Rachel	Moralez	Instruct. Asst./BB	Longevity increase	07/01/13	25	3.50	318	B14/6
Belinda	Ochoa-Niemi	Instruct. Asst./BB	Longevity increase	07/01/13	18	15.5/wk	302	B14/6
Maria	Orozco	Instruct. Asst./BB	Longevity increase	07/01/13	12	3.75	102/224	B14/6
Elia	Partida	Instruct. Asst./BB	Longevity increase	07/01/13	29	3.75	302	B14/6
Jaime	Roque	Instruct. Asst./BB	Longevity increase	07/01/13	60	19.75/wk	329	B14/6
Luz	Vejar	Instruct. Asst./BB	Longevity increase	07/01/13	25	3.50	310	B14/6
Shawn	Lee-Chong	Instruct. Asst./BBK	Longevity increase	07/01/13	23/27	8.00	302/224	B14/6
Elsa	Gomez	Instruct. Asst./ELD	Longevity increase	07/01/13	17	3.75	302	B14/6
Maria	Beltran	Instruct. Asst./Rec.	Longevity increase	07/01/13	13	15.0/wk	302/097	B11/6
Juanita	Cooper	Instruct. Asst./Rec.	Longevity increase	07/01/13	13	15.0wk	102/302	B11/6
Lisett	Garcia	Instruct. Asst./Rec.	Longevity increase	07/01/13	11	19.75/wk	81	B11/6
Karen	Gonzalez	Instruct. Asst./Rec.	Longevity increase	07/01/13	60	19.5/wk	85	B11/6
Lourdes	Jarvis	Instruct. Asst./Rec.	Longevity increase	07/01/13	27	3.00	304	B11/6
Edith	Mendoza	Instruct. Asst./Rec.	Longevity increase	07/01/13	60	19.75/wk	329	B11/6
Angela	Naranjo	Instruct. Asst./Rec.	Longevity increase	07/01/13	60	19.5/wk	329	B11/6
Lydia	Rosas	Instruct. Asst./Rec.	Longevity increase	07/01/13	27	19.75/wk	81	B11/6
Lilia	Ruiz	Instruct. Asst./Rec.	Longevity increase	07/01/13	60	19.75/wk	329	B11/6
Elissa	Sanchez	Instruct. Asst./Rec.	Longevity increase	07/01/13	26	19.5/wk	302/097	B11/6
Hanna	Chon	Instruct. Asst./Tech.	Longevity increase	07/01/13	18	3.00	94	B14/6
Gary	Roberson	Maint. Worker II	Longevity increase	07/01/13	53	8.00	533	B27/6
David	Leadford, Jr.	Mechanic II	Longevity increase	07/01/13	56	8.00	0	B32/6
Joseph	Schlater	Mechanic II	Longevity increase	07/01/13	56	8.00		B32/6

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Gina	Matz	Painter	Longevity increase	07/01/13	51	8.00	533	B30/6
Naidene	Warren Sakamoto	Personnel Tech. II	Longevity increase	07/01/13	51	8.00	524	B28/6
Robin	Weed	Personnel Tech. II	Longevity increase	07/01/13	51	8.00	521	B28/6
Jeannette	Arellano	School Office Mgr.	Longevity increase	07/01/13	16	8.00	403	B25/6
Madeline	DiAddezio	School Office Mgr.	Longevity increase	07/01/13	15	8.00	403	B25/6
Norma	Metzler	School Office Mgr.	Longevity increase	07/01/13	10	8.00	403	B25/6
Wendy	Rodriguez	School Office Mgr.	Longevity increase	07/01/13	20	8.00	403	B25/6
Nanette	Roller	School Office Mgr.	Longevity increase	07/01/13	13	8.00	403	B25/6
Sabrina	Suarez	School Office Mgr.	Longevity increase	07/01/13	19	8.00	403	B25/6
Angela	Vega	School Office Mgr.	Longevity increase	07/01/13	25	8.00	403	B25/6
Laura	Cabrera	Secretary	Longevity increase	07/01/13	55	8.00	212/302	B21/6
Linda	Gomez	Secretary	Longevity increase	07/01/13	54	8.00	513/141	B25/6
Michele	Rusiewski	Secretary	Longevity increase	07/01/13	55	8.00	316	B21/6
Tania	Sauceda	Secretary	Longevity increase	07/01/13	55	8.00	302/212	B21/6
Melinda	Taylor	Secretary	Longevity increase	07/01/13	54	8.00	420/141	B21/6
Veronica	Hernandez	Senior Secretary	Longevity increase	07/01/13	54	8.00	420/514	B24/6
Maryann	May	Senior Secretary	Longevity increase	07/01/13	53	8.00	533/547	B24/6
Erika	Gomez	Social Serv. Asst.	Longevity increase	07/01/13	60	8.00	310	B17/6
Tania	Ruiz	Social Serv. Asst.	Longevity increase	07/01/13	60	8.00	392	B17/6
Wendy	Cochran	Speech Lang. Path. Asst.	Longevity increase	07/01/13	16	6.50	242	B21/6
Monique	Bosse	Sup. Child Care Services	Longevity increase	07/01/13	60	8.00	329	M09/3
Paul	Hohberg	System Admin.	Longevity increase	07/01/13	59	8.00	309/409	B34/6
Beci	Weed	Tech. Spec. II	Longevity increase	07/01/13	59	8.00	400	B28/6
Karen	Kingston	Bus Driver	Outside summer school 6/24-7/25/13	06/24/13	56	4.00	566	B21/6
Cristi	Medina	Bus Driver	Outside summer school 7/1-7/30/13	07/01/13	56	4.00	566	B21/6
Mae Beth	Flynn	Secretary/sub	Rescind no longer available status doc.	07/01/13	99		999	B21/6
Penny	Cullinan	Clerical Asst. II	Rescind status document dated 3/15/13	07/24/13	18/57	8.00	403/304	B19/6
Teresa	Chiang	Speech Lang. Path. Asst.	Rescind unpaid leave of absence	08/12/13	12	3.75	242	B21/3
Amanda	Colon	Director, Nutrition Svcs.	Resignation	07/03/13	90	8.00	606	M18/2
Joanna	Barraza	Instr. Asst./Rec.	Resignation	06/25/13	60	19.75/wk	329	B11/5
Michael	Black	Instr. Asst./Rec.	Resignation	06/24/13	60	19.75/wk	329	B11/2
Emma	Jurgensen	Instr. Asst./Rec.	Resignation	06/14/13	60	19.5/wk	85	B11/2
Natalie	Luna	Instr. Asst./Rec.	Resignation	06/13/13	60	18.0/wk	329	B11/3
Mariela	Mendoza	Instr. Asst./Rec.	Resignation	07/11/13	60	19.75/wk	329	B11/3

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Briana	Watson	Instr. Asst./Rec.	Resignation	06/14/13	60	19.75/wk	329	B11/2
Richard	Clodfelter	Instr. Asst./SE I	Resignation	07/17/13	26	3.00	242	B14/3
Lisa	Coslett	Instr. Asst./SE I	Resignation	07/22/13	12	3.00	125	B14/3
Cynthia	Sanchez Rodriguez	Instr. Asst./SE II B	Resignation	06/14/13	15	6.00	505	B14/2
Stacie	Tsuji	Instr. Asst./SE II B	Resignation	06/14/13	15	6.00	505	B14/3
Joy	Metz	Personnel Tech. II	Resignation	06/17/13	51/58	8.00	521/522	B28/4
Martin	Moreno	Instr. Asst./Rec.	Resignation on probation	06/14/13	60	18.0/wk	329	B11/1
Jina	Suh	Instr. Asst./Rec.	Resignation on probation-hire sub status	07/24/13	19	12.0/wk	224	B11/1
Narlin	Flores	Instr. Asst./Rec.	Resignation-hire substitute status	07/16/13	60	19.5/wk	329	B11/1
Dora	Marquez	Instr. Asst./Rec.	Resignation-hire substitute status	06/14/13	60	18.0/wk	329	B11/2
Ian	Serrano Ortiz	Instr. Asst./Rec.	Resignation-hire substitute status	07/08/01	60	12.5/wk	85	B11/6
Tanisha	Taylor	Instr. Asst./Rec.	Resignation-hire substitute status	07/24/13	60	17.5/wk	85	B11/3
Melissa	Wozniuk	Instr. Asst./SE I	Resignation-hire substitute status	07/08/13	16	3.75	122	B14/6
Vanessa	Chang	Instr. Asst./SE II B	Resignation-hire substitute status	07/22/13	12	6.00	242	B14/1
Carla	Romero	Instr. Asst./BB	Return from unpaid leave of absence	08/12/13	22	3.80	224	B14/6
Bobby	Collins	Custodian I	Service retirement	11/12/13	13	8.00	542	B17/6
Eun	Choung	Account Clerk II	Step raise	08/01/13	50	8.00	530	B24/3
Kolbe	Khong	Account Clerk II	Step raise	07/01/13	54	8.00	420	B24/6
Georgina	Corrales	Bus Driver	Step raise	06/01/13	56	26.7/wk	565	B21/5
Judy	Drews	Bus Driver	Step raise	06/01/13	56	25.7/wk	566/565	B21/4
Noemi	Lopez	Bus Driver	Step raise	06/01/13	56	25.0/wk	566/565	B21/2
Sandra	Ruiz	Bus Driver	Step raise	06/01/13	56	25.0/wk	566/565	B21/6
Gloria	Barela	Clerical Asst. II/BB	Step raise	06/01/13	19	3.00	403	B20/4
Maria	Diaz	Clerical Asst. II/BB	Step raise	08/01/13	19	3.00	403	B20/2
Bertha	Perez	Clerical Asst. II/BB	Step raise	06/01/13	24	3.00	403	B20/2
Sergio	Saucedo	Computer Tech. II	Step raise	06/01/13	59	8.00	409	B32/6
Ana	Medina De Tafolla	Custodian I	Step raise	07/01/13	21	8.00	542	B17/2
Rudy	Padilla	Custodian I	Step raise	06/01/13	15	8.00	542	B17/2
Bernadette	Fowler	Ed Media Asst.	Step raise	06/01/13	17	10.0/wk	402	B19/4
Alma	Canadas	Food Service Asst. I	Step raise	06/01/13	90	1.50	606	B08/2
Mahamuda	Chowdhury	Food Service Asst. I	Step raise	06/01/13	90	1.25	606	B08/3
Rally	Estrada	Food Service Asst. I	Step raise	06/01/13	90	1.50	606	B08/2
Laura	Ocampo	Food Service Asst. I	Step raise	06/01/13	90	1.50/wk	606	B08/2
Lorena	Parra Aguilar	Food Service Asst. I	Step raise	06/01/13	90	1.50	606	B08/2



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/29/2013  
PRESENTED TO THE BOARD OF TRUSTEES: 08/20/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Mariela	Valladares	Instr. Ass./Reg.	Step raise	06/01/13	12	17.5/wk	310	B11/6
Melissa	Alamilla	Instr. Asst./Rec.	Step raise	06/01/13	25	10.0/wk	302/212	B11/2
Oscar	Aranda	Instr. Asst./Rec.	Step raise	06/01/13	60	19.5/wk	85	B11/3
Brandon	Blaikie	Instr. Asst./Rec.	Step raise	06/01/13	60	19.5/wk	85	B11/4
Martha	Fernandez	Instr. Asst./Rec.	Step raise	08/01/13	60	19.5/wk	85	B11/2
Lori	Grant	Instr. Asst./Rec.	Step raise	06/01/13	60	19.75/wk	329	B11/6
Dora	Marquez	Instr. Asst./Rec.	Step raise	06/01/13	60	18.0/wk	329	B11/2
Erika	Moreno	Instr. Asst./Rec.	Step raise	06/01/13	60	19.5/wk	85	B11/4
Erika	Najera	Instr. Asst./Rec.	Step raise	06/01/13	60	19.75/wk	329	B11/2
Sarah	Nelson	Instr. Asst./Rec.	Step raise	06/01/13	21	15.0/wk	212	B11/2
Carlos	Saldivar	Instr. Asst./Rec.	Step raise	06/01/13	60	19.75/wk	329	B11/2
Jolene	Shiroishi	Instr. Asst./Rec.	Step raise	06/01/13	60	19.5/wk	85	B11/2
Richard	Clodfelter	Instr. Asst./SE I	Step raise	06/01/13	26	3.00	242	B14/3
Catherine	Mims Yamaguchi	Instr. Asst./SE I	Step raise	08/01/13	29	6.00	122	B14/2
Antonia	Ortega	Instr. Asst./SE I	Step raise	06/01/13	29	3.00	121	B14/2
Valerie	Rodriguez	Instr. Asst./SE I	Step raise	06/01/13	22	3.50	126	B14/4
Linda	Monh	Instr. Asst./SE II A	Step raise	06/01/13	11	3.50	120	B14/3
Vanessa	Chang	Instr. Asst./SE II B	Step raise	06/01/13	12	6.00	121	B14/4
Kaitlyn	Pace	Instr. Asst./SE II B	Step raise	08/01/13	12	6.00	505	B14/2
Donna	Vargas	Repro. Technician	Step raise	07/01/13	50	3.50	519	B20/4
Teresa	Chiang	Speech Lang. Path. Asst.	Step raise	06/01/13	12	3.75	242	B21/3
Stephanny	Avilez	Social Service Asst./LT	Temporary additional hours 6/13-6/19/13	06/12/13	25	8.00	302	B17/1
Claudia	Benitez	Food Service Asst. I	Temporary additional hours 8/12/13-5/23/14	08/12/13	90	4.30	606	B08/6
Employee	ID 2180	Playground Sup.	Termination	06/12/13	15	8.75/wk	100	B11/1
Elia	Partida	Instr. Asst./BB	Transfer due to layoff	08/12/13	60	18.75/wk	329	B14/6
Penny	Cullinan	Clerical Asst. II	Transfer due to layoff/increase months	07/24/13	54	8.00	420	B19/6
Jaime	Roque	Instr. Asst./BB	Voluntary reduction of hours from 19.75/wk	08/12/13	60	17.5/wk	329	B14/6
Ramon	Loza	Bus Driver	Work furlough day	06/13/13	56		566	B21/6
Karen	Kingston	Bus Driver	Work furlough day 6/13 -6/14/13	06/13/13	56		566	B21/6
Kenyatta	Turner	Director, Nutrition Svcs.	Working out of classification	07/08/13	90	8.00	606	M18/1
Danielle	Ortega	After School Site Lead	Working out of classification 6/17-10/1/13	06/17/13	60	8.00	85	B18/3

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
 PRESENTED TO THE PERSONNEL COMMISSION: 07/29/2013  
 PRESENTED TO THE BOARD OF TRUSTEES: 08/20/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
<p>above date.</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p style="text-align: right;">Chairperson</p> <p style="margin-top: 20px;">This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p style="text-align: right;">Clerk/Secretary</p>								

CONSENT ITEM

**DATE:** August 20, 2013

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 12/13-B068 THROUGH 12/13-B071 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 12/13-B068 through 12/13-B071 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:gs  
Attachment

CONSENT ITEM

**DATE:** August 20, 2013

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 13/14-B005 THROUGH 13/14-B007 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-B005 through 13/14-B007 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:gs  
Attachment

CONSENT ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Laurie Bruneau, Risk Manager  
**SUBJECT:** **APPROVE/RATIFY CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR THE COST OF A CROSSING GUARD FOR THE INTERSECTION OF HETEBRINK STREET AND HUTAIN STREET, EFFECTIVE July 1, 2013 THROUGH JUNE 30, 2014**

Background: The City of Fullerton's traffic engineers perform traffic studies, when requested by the District, for those intersections near schools that may warrant crossing guards.

A study performed in the spring of 2011 for the intersection of Hetebrink Street and Hutain Street showed that the intersection did not meet the city's established criteria for a crossing guard. However, District staff recommended that in the interest of student safety, the District bear the cost of a crossing guard at the intersection until such time as the city performed another traffic study. An additional study might warrant the placement of a crossing guard by the city (in which case the District would split the cost with the city).

The original contract was for a one-year period. Staff recommends extension of the contract for one additional year. The cost is unchanged from the 2012/2013 fiscal year.

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

Rationale: The agreement between the City of Fullerton and the Fullerton School District requires that the cost of a warranted crossing guard be borne by the City of Fullerton. In this case, as the intersection of Hetebrink and Hutain does not as yet meet the criterion for warrants, the District must bear the cost.

Funding: The current cost is not to exceed \$10,483.00 per year from General Fund (01).

Recommendation: Approve/Ratify contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2013 through June 30, 2014.

SH:LB:gs

**CONSENT ITEM**

**DATE:** August 20, 2013  
**TO:** Bob Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Larry Lara, Director, Maintenance, Operations & Facilities  
**SUBJECT:** APPROVE/RATIFY PIGGYBACK PURCHASE OF RELOCATABLE CLASSROOM FROM CLASS LEASING, INC., USING CHAWANAKEE UNIFIED SCHOOL DISTRICT BID #2011-01

Background: The administration has determined that it is in the best interest of the District and is seeking ratification of the purchase of a relocatable classroom from Class Leasing, Inc., using Chawanakee Unified School District Bid #2011-01.

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 has determined it to be in the best interest of the district.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Fullerton School District's Board of Trustees determined it is in the best interest of the District to purchase a relocatable classroom from Class Leasing, Inc., using Chawanakee Unified School District Bid #2011-01.

Funding: The contract amount is \$29,095.00 from Capital Facilities Fund (25).

Recommendation: Ratify Piggyback Purchase of a relocatable classroom from Class Leasing, Inc., using Chawanakee Unified School District Bid #2011-01.

SH:LL:mm

**CONSENT ITEM**

**DATE:** August 20, 2013  
**TO:** Bob Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Larry Lara, Director, Maintenance, Operations & Facilities  
**SUBJECT:** APPROVE/RATIFY PIGGYBACK PURCHASE OF SHADE STRUCTURES FROM DAVE BANG ASSOCIATES, INC., USING COLTON JOINT UNIFIED SCHOOL DISTRICT BID #09-01

Background: The administration has determined that it is in the best interest of the District and is seeking ratification of the purchase of shade structures from Dave Bang Associates, Inc., using the Colton Joint Unified School District Bid #09-01.

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 has determined it to be in the best interest of the district.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Fullerton School District's Board of Trustees determined it is in the best interest of the District to purchase the shade structures from Dave Bang Associates, Inc., using the Colton Joint Unified School District Bid #09-01.

Funding: The contract amount is \$227,189.42 from Capital Facilities Fund (25).

Recommendation: Approve/Ratify Piggyback Purchase of shade structures from Dave Bang Associates, Inc., using Colton Joint Unified School District Piggyback Bid #09-01.

SH:LL:mm

CONSENT ITEM

**DATE:** August 20, 2013

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

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

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

**SUBJECT:** AWARD A CONTRACT FOR MULTIFUNCTION PRINTERS AND MANAGED PRINT SERVICES TO IMAGE SOURCE PURSUANT TO REQUEST FOR PROPOSAL, NO. 2012/2013.03-PUR

Background:

The current fleet of Canon copiers located throughout the District was purchased in 2004. Due to the need to replace this equipment and also to determine what steps to take to provide operating efficiencies and budget savings overall to the District, early in the 2012-13 school year the District convened a Copier/Printer Committee. The Committee also wanted to take into account changes in technology, both in software and hardware devices, which needed to be addressed in the overall District plan for printing and reprographics. After an additional assessment and review of available services from several vendors, the Committee recommended to Cabinet that a Request for Proposals (RFP) for managed print services be developed and executed.

The RFP described the proposed evaluation factors and technical requirements for Multifunction Printers and Managed Print Services, including but not limited to: price, performance reliability, standardization, life cycle costs, delivery timetable, support, logistics, warranties.

Notice of the RFP was advertised in the Orange County Reporter on May 24 and May 31. Proposals were due on June 28, 2013, and seven proposals were received on that date. The District Proposal Evaluation Committee determined that five submitted proposals were non-responsive based on the RFP documentation requirements. Two proposals were acceptable and evaluated by the Committee based upon the selection criteria as outlined in the RFP.

The proposal submitted by Image Source was determined by the District to be the best solution for the District. The District intends to enter into a three-year contract with the option to renew for up to two additional years thereafter. The cost to the District will be based on the award cost per copy plus applicable State sales tax.

Rationale:

District schools and support departments need reliable and cost effective equipment, supplies, and services to meet daily copying and printing needs. Additionally, integration of print services with the District Local Directory Access Protocol (LDAP) services will provide opportunities to streamline print flows at sites, allow student printing from mobile devices, and centralized print services. This contract will provide the most cost effective, efficient way to provide these services to the District.



Funding: The estimated annual cost of \$240,000.00 will be from the General Fund.

Recommendation: Award a contract for multifunction printers and managed print services to Image Source pursuant to Request for Proposal, No. 2012/2013.03-PUR.

SH:RM:gs

CONSENT ITEM

**DATE:** August 20, 2013

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

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

**PREPARED BY:** Hilda Flores, Ed.D., Principal, Woodcrest School

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RISE EDUCATIONAL SERVICES TO PROVIDE PROFESSIONAL DEVELOPMENT TO WOODCREST SCHOOL ON AUGUST 9, 2013**

Background: Woodcrest School provides students with effective first instruction that includes high levels of student engagement, systematic checking for understanding, and rigorous instruction to maximize the academic performance for all students. RISE Educational Services provides a research-based framework for improving student, teacher, and school achievement. RISE Educational Services professional development will increase teachers' knowledge of how students learn while enhancing instructional strategies with integration of the Common Core standards. To this end, RISE will provide an intensive initial training for all teachers in regards to lesson design and implementation in preparation to enhance educational effectiveness. (Elementary and Secondary Educational Act (ESEA) formerly No Child Left Behind, Title I Schoolwide Programs, 5 CCR 3932, 20 USC 7012[e][1], Board Policy 6020).

Rationale: RISE Educational Services provided a half-day professional development to intensify teacher practice. The comprehensive approach began with the development of a common language for structured conversations around curriculum and instruction. Professional development included workshops, instructional rounds, and coaching for all teachers.

Funding: Cost is not to exceed \$950.00 to be paid from Woodcrest School's Title 1 (212) fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and RISE Educational Services to provide professional development to Woodcrest School on August 9, 2013.

JM:HF:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **RISE Educational Services** 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:

**Based on our discussions the following were determined to be areas where professional development and a common language would generate the largest positive impact on student achievement at Woodcrest School:**

- **Purposeful use of time-lessons vs. activities (Brain research base)**
- **Clarity of learning objectives**
- **Model sandwich**
- **Gradual release with authentic checking for understanding**
- **General lesson design**

**The purpose of these services is to provide professional development to Woodcrest School in Brain Research Compatible Direct Instruction through the four main program components:**

- **Develop an understanding of how the brain learns**
- **Targeted curriculum alignment**
- **Develop common vocabulary and conceptual understanding of effective lesson design and delivery**
- **Incorporation of previously acquired differentiation strategies**

**Services shall be provided by Professional Development and Follow-Up Support and are provided by RISE Educational Services through Primary Consultants Dr. Frank Rodriguez, and Melanie Quave.**

2. Term. Contractor shall commence providing services under this Agreement on **August 9, 2013** and will diligently perform as required and complete performance by **August 9, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Nine Hundred and Fifty Dollars (\$950.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A.**

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

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

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Dr. Frank Rodriguez**  
**RISE Educational Services**  
**26320 Diamond Place, #130**  
**Santa Clarita, CA 91350**  
**Phone (661) 607-1693 Fax (661) 254-7639**

21. Severability. If any term, condition or provision of this Agreement is held by a

court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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



THIS AGREEMENT IS ENTERED INTO THIS 20<sup>th</sup> DAY OF August 2013.

FULLERTON SCHOOL DISTRICT

**RISE Educational Services**  
**(Contractor Name)**

By:

By:

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

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

**Dr. Frank Rodriguez**  
**(Typed Name, Title)**

**On File**  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** August 20, 2013

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

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

**PREPARED BY:** Yolanda McComb, Principal, Raymond School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RISE EDUCATIONAL SERVICES TO PROVIDE PROFESSIONAL DEVELOPMENT TO RAYMOND SCHOOL FOR 2013/14 SCHOOL YEAR**

Background: Raymond School will provide students with effective first instruction that includes high levels of student engagement, systematic checking for understanding, and rigorous instruction to maximize the academic performance for all students. RISE Educational Services provides a research-based framework for improving student, teacher, and school achievement. RISE Educational Services professional development will increase teachers' knowledge of how students learn while enhancing instructional *strategies with integration of the* Common Core standards. To this end, RISE will provide guided opportunities for teachers to co-plan, co-teach, and reflect on the delivery of planned lessons and support teachers with 21<sup>st</sup> century learning. (Elementary and Secondary Educational Act (ESEA) formerly No Child Left Behind, Title I Schoolwide Programs, 5 CCR 3932, 20 USC 7012[e][1], Board Policy 6020).

Rationale: RISE Educational Services will provide 8.5 days of professional development to intensify teacher practice. The comprehensive approach begins with the development of a common language for structured conversations around curriculum and instruction. Professional development includes workshops, instructional rounds, and coaching for all teachers.

Funding: Cost is not to exceed \$14,500.00 to be paid from Raymond School's Title 1 (212) fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and RISE Educational Services to provide professional development to Raymond School for the 2013/14 school year.

JM:ASH:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **RISE Educational Services** 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:

**Based on our discussions the following were determined to be areas where professional development and a common language would generate the largest positive impact on student achievement at Raymond School:**

- **Purposeful use of time- lessons vs. activities (Brain research base)**
- **Clarity of learning objectives**
- **Model sandwich**
- **Gradual release with authentic checking for understanding**
- **General lesson design**

**The purpose of these services is to provide professional development to Raymond School in Brain Research Compatible Direct Instruction through the four main program components:**

- **Develop an understanding of how the brain learns**
- **Targeted curriculum alignment**
- **Develop common vocabulary and conceptual understanding of effective lesson design and delivery**
- **Incorporation of previously acquired differentiation strategies**

**Services shall be provided by Professional Development and Follow-Up Support are provided by RISE Educational Services through Primary Consultants Dr. Frank Rodriguez, and Melanie Quave.**

2. Term. Contractor shall commence providing services under this Agreement on **August 28, 2013** and will diligently perform as required and complete performance by **May 30, 2014.**

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fourteen Thousand Five Hundred Dollars (\$14,500.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A.**

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

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

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

(c) Any liability for damages which may arise from the furnishing or use of any

copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

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

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

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

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

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

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

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

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

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

14. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure

the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Dr. Frank Rodriguez**  
**RISE Educational Services**  
**26320 Diamond Place, #130**  
**Santa Clarita, CA 91350**  
**Phone (661) 607-1693 Fax (661) 254-7639**

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

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

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

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



THIS AGREEMENT IS ENTERED INTO THIS 20<sup>th</sup> DAY OF August 2013.

FULLERTON SCHOOL DISTRICT

**RISE Educational Services**  
**(Contractor Name)**

By:

By:

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

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

**Dr. Frank Rodriguez**  
**(Typed Name, Title)**

**On File**  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** August 20, 2013

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

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

**PREPARED BY:** Hilda Flores, Ed.D., Principal, Woodcrest School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RISE EDUCATIONAL SERVICES TO PROVIDE PROFESSIONAL DEVELOPMENT TO WOODCREST SCHOOL FOR 2013/14 SCHOOL YEAR**

Background: Woodcrest School will provide students with effective first instruction that includes high levels of student engagement, systematic checking for understanding, and rigorous instruction to maximize the academic performance for all students. RISE Educational Services provides a research-based framework for improving student, teacher, and school achievement. RISE Educational Services professional development will increase teachers' knowledge of how students learn while enhancing instructional strategies with integration of the Common Core standards. To this end, RISE will provide guided opportunities for teachers to co-plan, co-teach, and reflect on the delivery of planned lessons and support teachers with 21<sup>st</sup> century learning. (Elementary and Secondary Educational Act (ESEA) formerly No Child Left Behind, Title I Schoolwide Programs, 5 CCR 3932, 20 USC 7012[e][1], Board Policy 6020).

Rationale: RISE Educational Services will provide 8 days of professional development to intensify teacher practice. The comprehensive approach begins with the development of a common language for structured conversations around curriculum and instruction. Professional development includes workshops, instructional rounds, and coaching for all teachers.

Funding: Cost is not to exceed \$13,550.00 to be paid from Woodcrest School's Title 1 (212) fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and RISE Educational Services to provide professional development to Woodcrest School for the 2013/14 school year.

JM:HF:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **RISE Educational Services** 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:

**Based on our discussions the following were determined to be areas where professional development and a common language would generate the largest positive impact on student achievement at Woodcrest School:**

- **Purposeful use of time- lessons vs. activities (Brain research base)**
- **Clarity of learning objectives**
- **Model sandwich**
- **Gradual release with authentic checking for understanding**
- **General lesson design**

**The purpose of these services is to provide professional development to Woodcrest School in Brain Research Compatible Direct Instruction through the four main program components:**

- **Develop an understanding of how the brain learns**
- **Targeted curriculum alignment**
- **Develop common vocabulary and conceptual understanding of effective lesson design and delivery**
- **Incorporation of previously acquired differentiation strategies**

**Services shall be provided by Professional Development and Follow-Up Support are provided by RISE Educational Services through Primary Consultants Dr. Frank Rodriguez, and Melanie Quave.**

2. Term. Contractor shall commence providing services under this Agreement on **August 30, 2013** and will diligently perform as required and complete performance by **June 30, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirteen Thousand Five Hundred Fifty Dollars (\$13,550.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A.**

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

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

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

(c) Any liability for damages which may arise from the furnishing or use of any

copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

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

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

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

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

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

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

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

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

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

14. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure

the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

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18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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CONTRACTOR:  
**Dr. Frank Rodriguez**  
**RISE Educational Services**  
**26320 Diamond Place, #130**  
**Santa Clarita, CA 91350**  
**Phone (661) 607-1693 Fax (661) 254-7639**

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

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

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



THIS AGREEMENT IS ENTERED INTO THIS 20<sup>th</sup> DAY OF August 2013.

FULLERTON SCHOOL DISTRICT

**RISE Educational Services**  
**(Contractor Name)**

By:

By:

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

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

**Dr. Frank Rodriguez**  
**(Typed Name, Title)**

**On File**  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** August 20, 2013

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

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

**PREPARED BY:** Mathew Barnett, Principal, Nicolas Jr. High School

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CAMFEL PRODUCTIONS TO PROVIDE ANTI-BULLYING TRAINING AT NICOLAS JUNIOR HIGH SCHOOL ON AUGUST 16, 2013**

Background: Nicolas Junior High School is committed to improving student achievement by making Nicolas a more positive safe place for all students. Our anti-bullying program is designed to not only keep students from bullying one another and to inspire them to make positive choices and develop positive relationships.

Rationale: CAMFEL Productions provided a multimedia assembly called “Dream, Dare, Do” for Nicolas students during the first week of school to instruct students about how to deal with stresses in their lives and not let negative stress turn into aggressive behaviors.

Funding: Cost is not to exceed \$895.00 and is to be paid from the Nicolas JHS Instructional Supply budget (304).

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and CAMFEL Productions to provide anti-bullying training at Nicolas Junior High School on August 16, 2013.

JM:MB:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **This anti-bullying assembly will motivate our students to make a positive difference in the world around them with their words, actions, and attitudes. It will also teach them how to manage stress and avoid aggressive behaviors.** Services shall be provided by **Camfel Productions**.

2. Term. Contractor shall commence providing services under this Agreement on **August 16, 2013**, and will diligently perform as required and complete performance by **August 16, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Hundred Ninety-Five Dollars (\$895.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A**.

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

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

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Camfel Productons**  
**15709 Arrow Highway Suite 2**  
**Irwindale, CA 91706**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 20th DAY OF August 2013 .

FULLERTON SCHOOL DISTRICT

By:

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

**CAMFEL Productions**  
**(Contractor Name)**

By:

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

\_\_\_\_\_  
**(Typed Name, Title)**

**On File**  
\_\_\_\_\_  
**Taxpayer Identification Number**



CONSENT ITEM

**DATE:** August 20, 2013

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

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

**PREPARED BY:** Mathew Barnett, Principal, Nicolas Junior High School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CAMBIUM LEARNING GROUP TO PROVIDE TRAINING FOR THE REWARDS LITERACY INTERVENTION PROGRAM AT NICOLAS JUNIOR HIGH SCHOOL ON SEPTEMBER 3, 2013**

Background: Nicolas Junior High School is committed to improving student achievement by offering literacy intervention programs for students to help them strengthen their reading, listening, speaking and writing skills for students with literacy needs.

Rationale: Cambium Learning Group will provide training services at Nicolas Junior High School for teachers who will be using the REWARDS literacy intervention program with students.

Funding: Cost is not to exceed \$2,500.00 and is to be paid from the Nicolas JHS EL budget (302).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Cambium Learning Group to provide training for the REWARDS Literacy Intervention Program at Nicolas Junior High School on September 3, 2013.

JM:MB:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Cambium Learning Group** 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: **The Sopris Rewards program is designed to address the needs of at risk readers with quick results. The program will increase the students' fluency, vocabulary knowledge and comprehension skills.** Services shall be provided by **Sopris Learning**.

2. Term. Contractor shall commence providing services under this Agreement on **September 3, 2013**, and will diligently perform as required and complete performance by **September 3, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Thousand Five Hundred Dollars (\$2,500.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A**.

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

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

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Cambium Learning Group**  
**17855 Dallas Parkway, Suite 400**  
**Dallas, TX 75287**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 20 DAY OF August 2013 .

FULLERTON SCHOOL DISTRICT

By:

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

**Cambium Learning Group**  
**(Contractor Name)**

By:

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

\_\_\_\_\_  
**(Typed Name, Title)**

**On File**  
\_\_\_\_\_  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** August 20, 2013

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

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

**SUBJECT:** APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR RESIDENT OUTDOOR SCIENCE SCHOOL EFFECTIVE SEPTEMBER 1, 2013 THROUGH JUNE 30, 2014

Background: The Orange County Department of Education conducts an overnight Outdoor Science and Environmental Education Program at its resident sites. The County has requested that the Board approve the program Agreement for the 2013/2014 school year.

Acacia, Beechwood, Fern Drive, Golden Hill, Laguna Road, Maple, Richman, and Sunset Lane schools have submitted "Intent to Participate" forms to the County for Calvary, Cedar Crest, and Creekside. Once the Agreement is approved, other schools may be added.

Rationale: Resident Outdoor Science School is a unique and hands-on environmental education program administered by the Orange County Department of Education. Their mission is to empower students, teachers, parents, and the community to explore natural areas and expand their knowledge. The curriculum created for the Resident Outdoor Science School program is aligned with California science and social science standards and allows students to interact with these concepts in a real world setting.

Funding: There is no cost to the District. 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 between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Resident Outdoor Science School effective September 1, 2013 through June 30, 2014.

JM:nm  
Attachment



2 AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL  
3 FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES  
4 PUBLIC SCHOOL DISTRICTS  
5 SCHOOL YEAR 2013-2014

6 This AGREEMENT is entered into this 1st day of September, 2013,  
7 by and between the Orange County Superintendent of Schools,  
8 hereinafter referred to as SUPERINTENDENT, and Fullerton School  
9 District, hereinafter referred to as DISTRICT.

10 NOW, THEREFORE, the parties hereto mutually agree as follows:

11 1.0 Under the authority of Section 8760, et seq. of the California  
12 Education Code, SUPERINTENDENT shall provide a program and classes in  
13 Outdoor Science and Environmental Education for students of DISTRICT.

14 1.1 SUPERINTENDENT shall make available to DISTRICT one (1)  
15 or more of its Resident Outdoor Science School sites,  
16 hereinafter referred to as OUTDOOR SCHOOL, to be  
17 determined based upon the number of DISTRICT students  
18 participating in the program.

19 1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in  
20 every reasonable way to enable SUPERINTENDENT as Lessee  
21 to carry out its obligations to the Lessor(s) of  
22 OUTDOOR SCHOOL.

23 2.0 This AGREEMENT shall be in full force and effect for the period  
24 commencing September 1, 2013 and ending June 30, 2014. This AGREEMENT  
25 must be fully executed by the Parties and be on file with the  
SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

1 3.0 The authority and responsibility with respect to the conduct of  
2 the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,  
3 acting through its authorized representative, the OUTDOOR SCHOOL  
4 Administrator or his/her designee.

5 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as  
6 when it arrived, reasonable wear and tear excepted. DISTRICT agrees  
7 to bear the expense of repair or replacement of Lessor's or  
8 SUPERINTENDENT'S property or equipment due to damage and/or  
9 unreasonable wear to such property or equipment by DISTRICT'S  
10 students and/or staff.

11 5.0 Hold Harmless/Insurance coverage shall be as follows:

12 A. DISTRICT shall hold harmless, defend, and indemnify the  
13 Orange County Superintendent of Schools, the Orange County  
14 Board of Education, and their officers, agents, and  
15 employees from any and all claims for damages resulting  
16 from the acts or omissions of DISTRICT, its officers,  
17 agents, employees, and students with respect to the  
18 OUTDOOR SCHOOL.

19 B. SUPERINTENDENT shall hold harmless, defend, and indemnify  
20 the DISTRICT, its Governing Board, officers, agents,  
21 employees, and students from any and all claims for damage  
22 resulting from the acts or omissions of the Orange County  
23 Superintendent of Schools, the Orange County Board of  
24 Education and its officers, agents, and employees with  
25 respect to the OUTDOOR SCHOOL.

1 C. DISTRICT must furnish to SUPERINTENDENT a certificate of  
2 insurance evidencing all coverages and additional insured  
3 endorsements required no less than fourteen (14) business  
4 days, excluding holidays, prior to DISTRICT'S first day of  
5 participation. DISTRICT shall not participate in the  
6 OUTDOOR SCHOOL program until SUPERINTENDENT has received a  
7 valid certificate of insurance evidencing the insurance  
8 coverage required.

9 D. DISTRICT'S insurance must be with an insurance company  
10 admitted and licensed by the Insurance Commissioner of the  
11 State of California or a program of self-insurance  
12 approved by the SUPERINTENDENT.

13 E. If the DISTRICT is either partially or fully self-insured  
14 for its liability exposures, DISTRICT must notify the  
15 SUPERINTENDENT in writing and provide the SUPERINTENDENT  
16 with a statement signed by an authorized representative of  
17 DISTRICT'S governing board which states that DISTRICT  
18 agrees to protect the Orange County Superintendent of  
19 Schools, the Orange County Board of Education, and its  
20 officers, employees, and agents as if the insurance  
21 requirements in Section 8.0 were in full effect.

22 F. DISTRICT agrees to maintain Comprehensive General  
23 Liability Insurance, including bodily injury, property  
24 damage, premises-operations, products-completed operations  
25 and personal injury in the amount of not less than One

1 million dollars (\$1,000,000) per occurrence or a program  
2 of self-insurance approved by Superintendent.

3 G. The following two (2) policy endorsements must be included  
4 and written as follows:

5 (a) "The Orange County Superintendent of Schools, the  
6 Orange County Board of Education, and their  
7 officers, agents and employees shall be added as  
8 an additional insured to the policy."

9 (b) "Such insurance as is afforded by this policy for  
10 the Orange County Superintendent of Schools, the  
11 Orange County Board of Education, and their  
12 officers, agents, and employees shall be primary,  
13 and any insurance carried by the Orange County  
14 Superintendent of Schools, or the Orange County  
15 Board of Education, and its officers, agents, and  
16 employees shall be excess and non-contributory."

17 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take  
18 out prior to participation in the OUTDOOR SCHOOL, and  
19 maintain in full force and effect, from the first day of  
20 participation through the last day of participation, a  
21 policy or policies of insurance covering DISTRICT'S  
22 participation in the OUTDOOR SCHOOL program.

23 I. Insurance certificate description should read as  
24 "Participation in the Inside the Outdoors Programs."

25 J. It is further agreed that DISTRICT shall provide a thirty  
(30) day cancellation or reduction of coverage clause.

1 K. Insurance certificate holder shall be named proper as  
2 "Orange County Superintendent of Schools, 200 Kalmus  
3 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:  
4 Contracts Department."

5 6.0 The authorized DISTRICT representative for each class at the  
6 OUTDOOR SCHOOL shall be a certificated employee.

7 6.1 DISTRICT shall provide a certificated employee to  
8 participate in the OUTDOOR SCHOOL program for every 25-35  
9 students. This provision may require adjustment for  
10 special education students at the discretion of the  
11 OUTDOOR SCHOOL Principal or his/her designee.

12 6.2 DISTRICT shall inform SUPERINTENDENT in writing at least  
13 thirty (30) days prior to the attendance of DISTRICT'S  
14 first school, current DISTRICT certificated staff  
15 contract provisions related to participation in the  
16 OUTDOOR SCHOOL program.

17 6.3 A DISTRICT certificated employee shall ride with and  
18 supervise students on the bus to and from the OUTDOOR  
19 SCHOOL.

20 6.4 All DISTRICT certificated employees are expected to  
21 remain at the OUTDOOR SCHOOL site throughout the entire  
22 period of the program, unless other arrangements have  
23 been made with the OUTDOOR SCHOOL Principal or his/her  
24 designee.

25 6.5 All participating DISTRICT certificated employees, in  
cooperation with the OUTDOOR SCHOOL staff, shall be

1 expected to take an active role in teaching and  
2 supervising students.

3 6.6 Due to unpredictable weather conditions, high elevations,  
4 strenuous activity, slippery and/or steep trails, and  
5 limited first aid services, a DISTRICT certificated  
6 employee with a special medical need or condition,  
7 including but not limited to pregnancy, may be physically  
8 at risk at the OUTDOOR SCHOOL. To insure the health and  
9 safety of such participating certificated employees and  
10 their students, the following procedures shall be  
11 followed by the DISTRICT:

12 6.6.1 A participating certificated employee with  
13 a special need or condition must sign the  
14 required "Release For A Teacher With A  
15 Special Need/Condition" incorporated by  
16 reference herein, and must discuss the  
17 OUTDOOR SCHOOL site conditions with his/her  
18 physician who must also consent by  
19 signature on the form to said employee's  
20 participation in the program. DISTRICT'S  
21 Risk Manager must also approve the  
22 participation of such employee by signature  
23 on form.

24 6.6.2 The "Release For A Teacher with A Special  
25 Need/Condition" must be submitted to the  
OUTDOOR SCHOOL Principal or his/her

1                   designee at SUPERINTENDENT'S program office  
2                   six (6) weeks before DISTRICT school's  
3                   participation.

4                   6.6.3       SUPERINTENDENT hereby reserves the right to  
5                   deny the participation of a DISTRICT'S  
6                   certificated employee with a special need  
7                   or condition if the OUTDOOR SCHOOL  
8                   principal deems the conditions at the  
9                   outdoor school site unsafe for said  
10                  employee.     SUPERINTENDENT hereby reserves  
11                  the right to request the DISTRICT provide  
12                  an alternate certificated employee if the  
13                  conditions are deemed unsafe for an  
14                  employee with a special need or condition  
15                  to participate in the OUTDOOR SCHOOL  
16                  program.

17                  6.7       Certificated employees may be required to provide  
18                  their own bedroll or sleeping bag and towels and to  
19                  provide all clothing and personal needs required by  
20                  the employees.

21                  6.8       At least six (6) weeks prior to each date of  
22                  attendance, DISTRICT'S school(s) shall complete and  
23                  fax/email the "Six Week Checklist" incorporated by  
24                  reference herein, which shall state the number of  
25                  students and how many certificated employees will be  
                  participating in the program, as well as a list of

1 students and/or certificated employees who have  
2 special needs or conditions.

3 7.0 DISTRICT shall require the following for each student  
4 participating in the OUTDOOR SCHOOL:

5 7.1 The parent(s) of each student participating in the  
6 OUTDOOR SCHOOL program shall be required to complete a  
7 "Student Registration", incorporated by reference  
8 herein, which is to be submitted by DISTRICT staff  
9 upon arrival at the OUTDOOR SCHOOL site.

10 7.2 Parent(s) of a student requiring prescribed and/or  
11 non-prescribed medication(s) shall be required by  
12 DISTRICT to complete a "Medication Authorization  
13 (Prescription and Non-Prescription)", incorporated by  
14 reference herein, and return it to the student's  
15 school. This form shall be submitted to the OUTDOOR  
16 SCHOOL health services technician upon the student's  
17 arrival at the OUTDOOR SCHOOL site. If a signature  
18 from a legal guardian cannot be obtained within  
19 twenty-four (24) hours, DISTRICT may be required to  
20 transport student home.

21 7.3 Each student attending the OUTDOOR SCHOOL program  
22 shall be required by the DISTRICT'S schools to furnish  
23 a bedroll or sleeping bag, and all clothing and  
24 personal needs for student as per clothing list  
25 provided by SUPERINTENDENT in the brochure for  
parents.



1 8.0 SUPERINTENDENT shall be responsible for:

2 8.1 Arranging for the facilities, food services, and  
3 maintenance of the OUTDOOR SCHOOL site for students,  
4 certificated employees, and staff.

5 8.2 Providing a Camper's Sickness and Accident Insurance  
6 Program. SUPERINTENDENT shall carry a Camper's  
7 Sickness and Accident Insurance Policy covering  
8 SUPERINTENDENT'S employees and DISTRICT students while  
9 they are participating in the OUTDOOR SCHOOL program.  
10 The Camper's Sickness and Accident Insurance Program  
11 shall also cover DISTRICT students while being  
12 transported from the home school to the OUTDOOR SCHOOL  
13 site and while returning to home school.

14 8.3 Providing for the participation of students with  
15 special needs. A student with special needs is defined  
16 as one who may, due to emotional or physical  
17 condition, require individualized care or medical  
18 attention. Examples include, but are not limited to:  
19 diabetics, mobility challenged students, students in  
20 casts, students who regularly use a nebulizer,  
21 emotionally challenged students, and students with  
22 sever food allergies.

23 8.3.1 A "Release For A Student With A Special  
24 Need/Condition" incorporated by reference  
25 herein, shall be completed for each student  
with special needs and submitted to the

1                   OUTDOOR SCHOOL health services technician  
2                   upon arrival at the OUTDOOR SCHOOL site.

3                   8.3.2       Due to unique environmental conditions,  
4                   active learning, and social programs,  
5                   students with special needs may be required  
6                   by SUPERINTENDENT to be accompanied by an  
7                   aide provided by DISTRICT. SUPERINTENDENT  
8                   hereby reserves the right to deny  
9                   participation of a student with a special  
10                  need or condition if the OUTDOOR SCHOOL  
11                  Principal or his/her designee deems the  
12                  conditions at the OUTDOOR SCHOOL site to be  
13                  unsafe for said student or if DISTRICT  
14                  fails to provide an aide required by the  
15                  SUPERINTENDENT for such a student.

16                8.4       Furnishing suitable staff to conduct the OUTDOOR  
17                SCHOOL instructional program.

18                8.5       Furnishing limited first aid services to care for  
19                minor injuries or illnesses.

20                8.6       Furnishing a "Teacher's Guide", incorporated by  
21                reference herein, covering the curriculum, policies  
22                and procedures for the OUTDOOR SCHOOL program and a  
23                "Coordinator's Guide", incorporated by reference  
24                herein.

25                9.0       DISTRICT understands and agrees that SUPERINTENDENT is not  
                  responsible for the loss, damage, or theft of personal possessions of

1 DISTRICT employees or students, or DISTRICT'S equipment, materials,  
2 or supplies.

3 10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number  
4 of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to  
5 SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT  
6 participating in the OUTDOOR SCHOOL program, unless a school is  
7 designated in Exhibit "A" as fully or partially funded by the  
8 sponsor, in which case the details of sponsorship shall be noted on  
9 Exhibit "A", up to the number of students listed in Exhibit "A."  
10 Students in excess of that number will be added if space and funding  
11 are available. The sponsor will pay SUPERINTENDENT directly for the  
12 fees of designated school(s) as detailed in Exhibit "A". All student  
13 fees, whether paid by DISTRICT or by the sponsor, shall cover: Room,  
14 facilities and maintenance services, food and related services,  
15 sickness and accident insurance, instructional services and  
16 materials.

17 10.1 Each DISTRICT shall be billed and agrees to pay on the  
18 basis of the number of students that actually  
19 participate, but no less than eighty percent (80%)  
20 of the number of students indicated in Exhibit "A".

21 10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL  
22 program provided that a replacement school can be  
23 located with an enrollment equal to or better than  
24 ninety percent (90%) of the enrollment of the school  
25 requesting to withdraw. Should the provisions of this  
section not be adhered to, SUPERINTENDENT shall bill

1 and DISTRICT agrees to pay SUPERINTENDENT the full per  
2 student fees on the basis of the number of students  
3 indicated on Exhibit "A".

4 10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR  
5 SCHOOL change from the number of students indicated on  
6 Exhibit "A", after this AGREEMENT has been fully  
7 executed, DISTRICT shall inform SUPERINTENDENT in  
8 writing, as soon as possible. A significant increase  
9 or decrease in a school's enrollment may result in the  
10 SUPERINTENDENT'S inability to adjust the schedule to  
11 accommodate DISTRICT school's students at a particular  
12 site, on particular dates, or at all.

13  
14 10.4 The fee schedule, attached as Exhibit "B" to this  
15 AGREEMENT and reference herein, represents the maximum  
16 per student charge per week. Depending on  
17 circumstances during a particular week, the per  
18 student fee may be reduced. All student fee reductions  
19 will be factored into the final billing. In no  
20 instance shall the student fee exceed the fee schedule  
21 referenced above.

22 10.5 A week of OUTDOOR SCHOOL is defined as a period  
23 beginning with lunch following the student's arrival  
24 on the first (1st) day of the OUTDOOR SCHOOL week and  
25 extending through the last day of the same OUTDOOR

1 SCHOOL week, with departure from OUTDOOR SCHOOL on or  
2 before 11:00 a.m.

3 10.6 A day of attendance is defined as a student being  
4 present during any portion of the day, 12:01 a.m.  
5 through 12:00 midnight.

6 10.7 Cost of room (on a shared occupancy basis) and food  
7 for each certificated employee is included in student  
8 fees.

9 10.8 If, in addition to the certificated employee required  
10 for every 25-35 students, the DISTRICT sends  
11 additional certificated or non-certificated staff or  
12 student teachers, the prevailing per person site rates  
13 for room and food shall apply for each additional  
14 staff member. Visiting school personnel, parents, and  
15 friends will be charged the prevailing rates for all  
16 meals and snacks eaten and for overnight  
17 accommodations, if available.

18 10.9 Pro-rated fees shall be charged for students arriving  
19 late and/or departing early due to illness, or other  
20 reasons deemed necessary or appropriate by the OUTDOOR  
21 SCHOOL Administrator or his/her designee. The  
22 following fee schedule will apply under such  
23 circumstances:  
24

25 10.9.1 5 days/4 nights/12 meals weeks

If student arrives late any time on the:

1 1st day-DISTRICT pays full fee  
2 2nd day-DISTRICT pays 80% of normal fee  
3 3rd day-DISTRICT pays 60% of normal fee  
4 4th day-DISTRICT pays 40% of normal fee  
5 If student departs early at any time on:  
6 1st day-DISTRICT pays 20% of normal fee  
7 2nd day-DISTRICT pays 40% of normal fee  
8 3rd day-DISTRICT pays 60% of normal fee  
9 4th day-DISTRICT pays 80% of normal fee  
10 5th day-DISTRICT pays full fee

11 10.9.2 4 days/3 nights/9 meals weeks

12 If student arrives late any time on the:  
13 1st day-DISTRICT pays full fee  
14 2nd day-DISTRICT pays 75% of normal fee  
15 3rd day-DISTRICT pays 50% of normal fee  
16 If student departs early at any time on:  
17 1st day-DISTRICT pays 25% of normal fee  
18 2nd day-DISTRICT pays 50% of normal fee  
19 3rd day-DISTRICT pays 75% of normal fee  
20 4th day-DISTRICT pays full fee

21 10.10 DISTRICT'S students departing from and returning to  
22 the OUTDOOR SCHOOL for any reason during a week will  
23 be charged the full student fee for that week.

24 10.11 In the event of any condition, including emergencies  
25 and late arrival of school buses, which would prohibit  
the safe departure of DISTRICT students and DISTRICT

1 staff after 12:00 p.m. on the last day of the week,  
2 SUPERINTENDENT shall charge DISTRICT for additional  
3 costs related to feeding students and staff, and the  
4 supervision of students until such time of departure.

5 10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of  
6 any miscellaneous items, including but not limited to  
7 first-aid supplies, photocopy or duplicating service,  
8 phone services, miscellaneous food items, bedding, or  
9 any breakage or damage.

10 10.13 DISTRICT'S payment of all fees, according to the  
11 provisions of this AGREEMENT shall be made to  
12 SUPERINTENDENT within thirty (30) days of postmark on  
13 invoice from SUPERINTENDENT.

14 11.0 In compliance with Education Code Section 35330, DISTRICT hereby  
15 declares that no student has been denied the opportunity to  
16 participate in the OUTDOOR SCHOOL because of the inability to pay the  
17 required fee. DISTRICT shall make every effort to obtain the  
18 financial support from fund-raising activities and voluntary  
19 contributions made by parents and the community, to assist those  
20 students who are unable to pay the required fee.

21 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL  
22 shall be as follows:

23 12.1 Transportation of DISTRICT students, certificated  
24 employees, other DISTRICT staff members, and luggage  
25 to and from the OUTDOOR SCHOOL is the responsibility

1 of DISTRICT, and is not included in the OUTDOOR SCHOOL  
2 fee pursuant to Section 10.4.

3 12.2 It is the DISTRICT'S responsibility to arrange for  
4 transportation of a student in a timely manner if the  
5 student needs to be picked up due to behavior problems  
6 or illness, as deemed necessary by OUTDOOR SCHOOL  
7 Principal or his/her designee. DISTRICT shall retain  
8 responsibility for its students from time of departure  
9 from home school to time of return to home school.

10 12.3 It is the DISTRICT'S responsibility for providing and  
11 arranging buses equipped with snow chains in the event  
12 that the Highway Patrol has posted snow chain  
13 requirements on mountain highways. Information  
14 regarding snow chain requirements is available on the  
15 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)  
16 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

17 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the  
18 DISTRICT Superintendent or his/her designee, pursuant to Education  
19 Code Section 39656, the authority to allow additional schools or  
20 students to participate in the OUTDOOR SCHOOL during the term of this  
21 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)  
22 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an  
23 addendum to this AGREEMENT indicating the name(s) of the school(s),  
24 the number of students for each school, and the date(s) of  
25 participation. The addendum shall be signed by DISTRICT'S  
Superintendent or his/her designee and returned to SUPERINTENDENT.



1 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S  
2 location and/or date of participation in the OUTDOOR SCHOOL program  
3 under the following conditions: repair of grounds or facilities;  
4 threat of fire, flood, storm or other natural or man-made  
5 disturbance; lack of sufficient SUPERINTENDENT staff; or other  
6 condition(s) which would make the operation of the OUTDOOR SCHOOL  
7 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort  
8 to provide reasonable advance written notice to DISTRICT, when  
9 possible, of such changes or cancellations in the OUTDOOR SCHOOL  
10 schedule, attached hereto and incorporated by reference herein as  
11 Exhibit "A".

12 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT  
13 school's week of participation due to a real or perceived emergency  
14 condition such as fire, flood, earthquake, or severe weather  
15 conditions, SUPERINTENDENT shall follow the procedures outlined  
16 below:

17 15.1 SUPERINTENDENT shall communicate with the appropriate  
18 governmental agency(ies) having jurisdiction over the  
19 particular site (U.S. Forest Service, California  
20 Highway Patrol, San Bernardino County Sheriff, and the  
21 San Bernardino County Health and Safety Department) to  
22 ascertain the accessibility and safe operation of the  
23 OUTDOOR SCHOOL site in question.

24 15.2 Based on the recommendations made by the agency(ies)  
25 referenced in Section 15.1, SUPERINTENDENT and  
DISTRICT'S Principal, or his/her designee, or Outdoor

1 Science School Principal, or his/her designee, shall  
2 mutually agree on a course of action regarding the  
3 health and safety of students and staff at the site in  
4 question.

5 15.2.1 If the site in question is deemed  
6 inaccessible and/or considered to be unsafe  
7 for student use and instruction by both  
8 SUPERINTENDENT and DISTRICT, students and  
9 staff will be evacuated or participation  
10 will be postponed or cancelled.  
11 SUPERINTENDENT will pro-rate the DISTRICT'S  
12 fees and will attempt to reschedule  
13 DISTRICT school(s) at another date and/or  
14 location. If the inaccessible and/or unsafe  
15 condition prohibits participation on the  
16 first (1st) day of the week, no fees shall  
17 be charged to DISTRICT by SUPERINTENDENT  
18 until the site is safe, accessible and  
19 open.

20 15.2.2 In the event of severe weather such as  
21 rain, snow, flood or other acts of nature,  
22 SUPERINTENDENT, in cooperation with the  
23 agency(ies) referenced in Section 15.1,  
24 shall make a good faith effort to determine  
25 the safe condition of roads and sites on  
the first (1st) day and throughout the week

1 of participation. Final determination as  
2 to safe use of roads and site by students  
3 and staff will be made by the  
4 SUPERINTENDENT as soon as possible on the  
5 first (1st) day of participation, and at  
6 any time throughout the week of  
7 participation. If the roads and site are  
8 determined by SUPERINTENDENT to be safe and  
9 accessible, but DISTRICT for whatever  
10 reason disagrees and DISTRICT does not  
11 participate as scheduled, all provisions of  
12 this AGREEMENT including the full payment  
13 of applicable fees shall apply.

14 15.2.3 It shall be the responsibility of DISTRICT  
15 to update parents and DISTRICT personnel of  
16 such decisions and procedures.

17 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a  
18 master lease for an OUTDOOR SCHOOL site during the period September  
19 1, 2013 through June 30, 2014 this AGREEMENT shall become of no force  
20 or effect.

21 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
22 unlawful discrimination of persons because of race, color, religious  
23 creed, national origin, ancestry, physical handicap, medical  
24 condition, marital status, age, or sex of such persons.

25 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
construed and entered into in accordance with the laws of the State

1 of California, through California<sup>2</sup> state courts with venue in Orange  
2 County, California.

3 19.0 NOTICE. All notices or demands to be given under this AGREEMENT  
4 by either party to the other, shall be in writing and given either by:  
5 (a) personal service or (b) by U.S. Mail, mailed either by registered  
6 or certified mail, return receipt requested, with postage prepaid.  
7 Service shall be considered given when received if personally served  
8 or if mailed on the third day after deposit in any U.S. Post Office.  
9 The address to which notices or demands may be given by either party  
10 may be changed by written notice given in accordance with the notice  
11 provisions of this section. As of the date of this AGREEMENT, the  
12 addresses of the parties are as follows:

13           DISTRICT:     Fullerton School District  
                          1401 West Valencia Drive  
                          Fullerton, California 92833  
                          Attn: \_\_\_\_\_

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

18 20.0 In the interest of public health, SUPERINTENDENT provides a  
19 tobacco-free environment. Smoking or the use of any tobacco products  
20 are prohibited in buildings and vehicles, and on any property owned,  
21 leased or contracted for by the SUPERINTENDENT pursuant to Policy  
22 400.15. Failure to comply with conditions of this policy may result  
23 in the termination of this AGREEMENT.

24 21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health,  
25 the SUPERINTENDENT provides an alcohol-free environment. Consuming,  
possessing, selling, giving, or distributing any alcohol beverage or

1 product are prohibited in buildings and vehicles, and on any property  
2 owned, leased or contracted for by the SUPERINTENDENT pursuant to  
3 Business & Professions Code 25608. Failure to abide with these  
4 conditions could result in the termination of this AGREEMENT.

5 22.0 If any term, covenant, condition or provision of this  
6 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
7 void or unenforceable, the remainder of the provisions shall remain  
8 in full force and effect and shall in no way be affected, impaired or  
9 invalidated thereby.

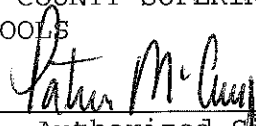
10 23.0 This AGREEMENT contains the entire agreement between  
11 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
12 hereafter made shall be ineffective to modify this AGREEMENT in whole  
13 or in part unless such agreement is embodied in an amendment to this  
14 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.  
15 This AGREEMENT supersedes all prior negotiations, understandings,  
16 representations and agreements.

17 IN WITNESS WHEREOF, the Parties hereto have caused this  
18 AGREEMENT to be executed.

19 DISTRICT: FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

20 BY: \_\_\_\_\_  
21 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

22 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

23 TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: July 23, 2013

**Fullerton School District**

School	de	Students	Start Day	Days	Site	Fee	Comments
Acacia School	6	100	5/13/2014	4	Cedar Crest	\$360.00	
Beechwood School	6	96	3/17/2014	5	Creekside	\$395.00	
Fern Dr School	6	65	2/24/2014	5	Creekside	\$395.00	
Golden Hill School	6	120	1/27/2014	5	Calvary	\$395.00	
Laguna Road School	6	102	4/22/2014	4	Creekside	\$360.00	
Maple School	6	53	2/25/2014	4	Cedar Crest	\$315.00	
Richman School	6	70	5/6/2014	4	Cedar Crest	\$180.00	sponsorship
Sunset Lane School	6	120	4/7/2014	5	Creekside	\$395.00	

Sponsorship is detailed above (partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the full fees if funding for the increase is not available.

## Note:

- 1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A.
- 2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.

CONSENT ITEM

**DATE:** August 20, 2013

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

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

**PREPARED BY:** Robert Craven, Director, Technology and Media Services

**SUBJECT:** APPROVE OUT-OF-STATE CONFERENCE FOR DR. ROBERT PLETKA, SUPERINTENDENT, AND ROBERT CRAVEN, DIRECTOR, TECHNOLOGY AND MEDIA SERVICES, TO ATTEND THE SCHOOL CIO SYMPOSIUM ON SEPTEMBER 18-20, 2013 IN DENVER, COLORADO

Background: The School CIO Symposium is held twice a year, in June and September. The Symposium is an invitation only event for 50 Superintendents and CIOs from around the country to spend two days discussing future educational technology trends. The event features districts involved in innovative technology implementations, high profile speakers, and numerous opportunities to collaborate with other participants.

Rationale: The School CIO Symposium provides a unique opportunity to collaborate with leading districts and education leaders from around the country. The content, information, and contacts from this event provide opportunities to greatly impact future programs in Fullerton School District. The ability to participate in small group conversations with leaders such as Karen Cator who attend this event is rare and valuable.

Funding: There is no cost to attend this Symposium. All expenses for registration, airfare, food and lodging are paid by the sponsors.

Recommendation: Approve Out-of-State Conference for Dr. Robert Pletka, Superintendent, and Robert Craven, Director, Technology and Media Services, to attend the School CIO Symposium on September 18-20, 2013 in Denver, Colorado.

JM:RC:sg

DISCUSSION/ACTION ITEM

**DATE:** August 20, 2013

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

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

**SUBJECT:** **APPROVE/RATIFY LICENSE AND SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR THE IMPLEMENTATION AND EVALUATION OF THE AVID PROGRAM AT NICOLAS JUNIOR HIGH SCHOOL FROM JULY 1, 2013 THROUGH JUNE 30, 2014**

Background: Advancement Via Individual Determination (AVID) is a college readiness system for elementary through higher education that is designed to increase schoolwide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. The AVID Agreement was administered through the Orange County Department of Education and has now shifted to the District. Nicolas Junior High School is the FSD school that will benefit from these services and has been participating in AVID for the past seven years.

Rationale: Although AVID serves all students, the AVID elective focuses on the least served students in the academic middle. The formula is that if the school raises expectations of students and, with the AVID support system in place, they will rise to the challenge. AVID is partnered with Pathways to Hope International University.

Funding: Cost is not to exceed \$3,385.00 for participating school site to be paid from District School and Library Improvement Program (304) funds.

Recommendation: Approve/Ratify License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation of the AVID Program at Nicolas Junior High School from July 1, 2013 through June 30, 2014.

JM:nm  
Attachment



# AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the school system named in Attachment A ("School System").

## **Article I. AVID Membership Benefits**

### **1.1 AVID Mission and Purpose:**

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on service to schools to ensure the quality implementation of the AVID College Readiness System; national leadership in education; and innovation through current research.

### **1.2 AVID Membership:**

"AVID Members" or "AVID Member School Sites" are those School Sites listed in Attachment A as implementing one or more AVID programs—Elementary and/or Secondary—and with a Site Status of either "New" or "Existing". Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID Members and are not eligible for membership.

### **1.3 AVID College Readiness System and Materials:**

School System is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed in Attachment A, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Agreement.

Sections with "Secondary" or "District Director" in the header title herein will only apply if Secondary is listed in any AVID Member School Site's Program Name on Attachment A. Sections with "Elementary" or "Elementary Liaison" in the header title herein will only apply if Elementary is listed in any AVID Member School Site's Program Name on Attachment A.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for School System and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- coordination with School System's District Director to collect, report, and analyze data from School System and Member School Sites;
- review the quality of implementation through the Certification process;
- access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- an AVID yearbook and ACCESS academic journals for School System and each Member School Site listed in Attachment A as implementing the Secondary Program; and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.4a AVID Center Support for AVID Elementary:

AVID Center agrees to provide support to School System for its Elementary AVID Member School Sites through the Elementary Liaison and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- access to training for the AVID Elementary Liaison at AVID Summer Institute and through the two-year AVID Elementary Leadership Training;
- coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the Elementary Liaison;
- coordination with School System's Elementary Liaison to collect, report, and analyze data from Member School Sites;
- permission to use the AVID Trademarks as described in Section 4.2 below;
- Elementary AVID Weekly membership, an AVID yearbook, and ACCESS academic journals for each Member School Site listed in Attachment A as implementing the Elementary program; and
- assistance in disseminating information about AVID to potential new AVID Elementary sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID Member School Sites access to AVID Summer Institute. School System and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in School System's AVID program according to the pricing schedule set forth in Attachment A.

**Article II. School System Responsibilities**

2.1 AVID Secondary Methodology:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID Member School Sites' compliance with this Agreement.

2.1a AVID Elementary Methodology:

AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the School System and its AVID Member School Sites via the MyAVID portal.

2.2a AVID Elementary Student Selection:

AVID Elementary serves all students of the AVID Member School Sites listed on Attachment A as implementing the Elementary program and does not require a student selection process.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Learning Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.3a AVID Elementary Qualified Staff:

School System agrees to maintain, at its expense, at least one Elementary Liaison. AVID Center recommends that the School System maintains one Elementary Liaison for every 10-15 AVID Member School Sites implementing the AVID Elementary program. The Elementary Liaison will receive training at an AVID Summer Institute and will enroll in and complete the two year AVID Elementary Leadership Training. School System also agrees to pay the AVID Elementary Leadership training, materials, and support cost ("Elementary Liaison Professional Learning Services Price") set forth in Attachment A. AVID Elementary Liaison responsibilities are listed in Article III below and include providing AVID Member School Sites implementing the AVID Elementary program with on-site support, articulation and data collection as it relates to AVID Elementary.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID District Director may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates--"Early Bird," "Regular," and "Late." All rates can be found online at [www.avid.org](http://www.avid.org). If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Professional Learning: School System agrees to conduct AVID professional learning for AVID Member School Sites in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state.

2.4a AVID Elementary Staff Training:

School System agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and support staff through AVID Summer Institute teams.

A. AVID Summer Institute: All AVID Member School Sites in Year 1 or Year 2 of implementing the AVID Elementary program will send a minimum of four (4) members to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID Elementary Liaison may attend at no additional cost and shall not be included in the minimum number of participants required per site team.

The AVID Summer Institute has three different registration rates, "Early Bird," "Regular," and "Late." All rates can be found online at [www.avid.org](http://www.avid.org). If School System signs and returns this Agreement on or after May 2, 2013, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. AVID Elementary Coaching Package: School Systems that have AVID Member School Sites in Year 1 and/or Year 2 of implementation of the AVID Elementary program will be required to schedule an AVID Elementary Coaching Package. This package of two (2) consecutive on-site days allows for individualized coaching to address unique needs of each district and Elementary Liaison. AVID Center will work with the Elementary Liaison to schedule the days. The School System may request additional days at the rate of \$1,800.00 per day.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Elementary, Middle Level, High School—consists of a set of AVID publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each AVID Member School Site implementing the Secondary program and listed as “new” in Attachment A prior to each AVID Member School Site’s initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Secondary libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Secondary and for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Library, Elementary:

School System agrees to purchase at least one (1) complete AVID Elementary Implementation Library for each AVID Member School Site implementing the Elementary program and listed as “new” in Attachment A prior to each AVID Member School site’s initial implementation of AVID. Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID Elementary Implementation Libraries only at the AVID Member School Sites listed in Attachment A with the Program Name including Elementary and for which the materials were originally purchased. AVID Elementary Implementation Libraries are non-transferable. School System and its AVID Member School Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6c Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, if conditions of Article VII herein are fulfilled, and in accordance with the delivery date requested by School System as indicated on Attachment A as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflect the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System's convenience only. AVID Center's collection and School System's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

**Article III. AVID District Director (Secondary) and/or Elementary Liaison**

3.1 Role of the AVID District Director (Secondary):

In order to disseminate the AVID Secondary program effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for the AVID Secondary program within School System. These individuals accept responsibility for ensuring the implementation of the AVID Secondary program according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID Member School Sites and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and professional learning to the AVID College Readiness System and coordinators.



3.1a Role of the AVID Elementary Liaison:

In order to implement quality grade level effectiveness and to build strong AVID Feeder Patterns, AVID Center coordinates training and networking of district leaders known as Elementary Liaisons. The primary role of the Elementary Liaison is to coordinate support and provide articulation opportunities for AVID Elementary sites. These individuals accept responsibility for ensuring the implementation of AVID Elementary key components according to the AVID Elementary Essentials and for facilitating the development of AVID Feeder Patterns and site conditions that ensure effective elementary implementation. Elementary Liaisons attend four (4) sequential AVID Elementary Leadership trainings throughout a two-year period. Trainings consist of AVID Methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about AVID's online resources, data collection, certification, and continued professional learning. Elementary Liaisons attend the Elementary Administrator and/or Elementary Liaison Strands at AVID Summer Institute with their teams and help develop the feeder patterns vision and plan for quality implementation. The Elementary Liaison attends and supports ongoing professional learning through AVID Coaching Packages.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID Member School Sites, and for urban or suburban districts with twenty (20) or more AVID Member School Sites.

3.2a Time Allocation for the AVID Elementary Liaison:

The ability of the Elementary Liaison to plan and conduct AVID activities is impacted by what proportion of the Elementary Liaison's job responsibilities is designated for AVID. Should School System have five (5) or more AVID Member School Sites, AVID Center recommends that a substantial portion of the Elementary Liaison's time be allocated to AVID Elementary oversight. AVID Center recommends that full-time allocation or multiple AVID Elementary Liaisons be considered for rural districts with ten (10) or more AVID Elementary Sites and for urban or suburban districts with twenty (20) or more AVID Elementary Sites.

3.3 Secondary Professional Learning:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID Summer Institute(s).

3.3a Elementary Professional Learning:

The Elementary Liaison coordinates feeder pattern articulation meetings (with administrators, teachers, and support staff), site support, and participates in the AVID Summer Institute(s) according to the elementary training cycle.

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID Member School Site, at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID professional learning, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.4a Elementary Technical Support to Sites:

The Elementary Liaison visits sites, observes classrooms, coaches administration, teachers and support staff to facilitate progress toward goals identified, and to promote institutionalization of AVID Elementary Essentials. The Elementary Liaison attends AVID Elementary Leadership Training and provides ongoing professional learning for all AVID Elementary sites.

3.5 Data Collection and Research:

The District Director and/or Elementary Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director and/or Elementary Liaison coordinates the establishment of an AVID District team or advisory group that is made up of top-level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to, and success in, rigorous college preparatory courses.

3.7 Outreach:

The District Director and/or Elementary Liaison responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Secondary Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for secondary AVID students at AVID Member School Sites enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g. AVID student writing contest, AVID student conference, AVID family conference).

3.9a Elementary Special Events:

The Elementary Liaison facilitates AVID elementary events (e.g. end of year recognition events, transition events and feeder pattern articulation meetings).

3.10 Partnership with AVID Center:

The District Director and/or Elementary Liaison coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ email, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training for District Directors (Secondary):

AVID District Leadership Training (ADL) Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country (the School System should periodically check [www.avid.org](http://www.avid.org) or their divisional contact for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides AVID District Leadership (ADL) Training as part of the District Director Professional Learning Services fee. ADL training is for district level personnel responsible for start-up and quality assurance of the AVID Secondary program as described above and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director; and learning about our online resources, data collection, certification, and continued professional learning.

The District Director Professional Learning Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. If additional district level training is required due to turnover or supplemental support, the School System may be eligible to receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consists of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consists of three (3) days over the summer between training years, and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the District Director is included in the total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, and state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

3.11a AVID Elementary Leadership Training:

AVID Elementary Leadership Training Sessions are designed to prepare and support the Elementary Liaison. The four sessions are taken in sequential order over a two year period. The location of the trainings may vary (the School System should periodically check [www.avid.org](http://www.avid.org) or contact the AVID Elementary team for listings).

A. AVID provides the following services to the district for start-up and quality assurance of the program: AVID Elementary Leadership Training is for the designated Elementary Liaison and takes place over two years. AVID Elementary Leadership Training includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the Elementary Liaison, and learning about the AVID College Readiness System, as well as our online resources, data collection, certification, and professional learning opportunities.

The Elementary Liaison Professional Learning Services Fee is \$9,000.00 per Liaison, payable over two years at \$5,400.00 for the first year and \$3,600.00 for the second year. The service fee does not include travel, meals, or any other expenses.

The Elementary Leadership Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1, and Session 2. Time allocated for these trainings consist of three (3) days over the summer for Summer Institute and two and a half (2½) days for each session, one (1) in the fall and one (1) in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of three (3) days over the summer between both training years, and two and a half (2 ½) days for each session, one (1) in the fall and one (1) in the spring, followed by a final three (3) days over the summer.

B. Summer Institute - The Elementary Liaison is required to attend Summer Institute with new implementing elementary sites. The Elementary Liaison attends Summer Institute as part of their ongoing training; therefore, the Summer Institute registration fee for the Elementary Liaison is included in the total Elementary Liaison Professional Learning Services Price.

C. Materials –the Elementary Liaison will be provided with an Elementary Implementation Library set at about the same time the site(s) will get their order per the signed Agreement.

D. AVID National, Divisional, State Office Support – AVID Center will provide support from our national office, divisional offices, state offices, and/or independent consultants. This support will consist of phone calls, emails, and visits at the discretion of AVID Center.

**Article IV. Licenses and Proprietary Rights**

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID at the Member School Sites as listed in Attachment A, and for no other purpose. For each Member School Site listed in Attachment A, this license extends only to the AVID Materials and AVID Methodologies corresponding to the AVID Program Name(s) (e.g. Elementary, Secondary, etc.) listed for that AVID Member School Site.

A. School System may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member School Sites listed in Attachment A, for the sole purpose of implementing the specified AVID Programs at the AVID Member School Sites and for no other purpose. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member School Sites.

B. Further, School System will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID Program(s) listed for each AVID Member School Site in Attachment A. (For example, if Attachment A specifies both the Elementary and Secondary AVID Programs at ABC School Site, but only specifies the Elementary AVID Program at XYZ School Site, School System will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the Secondary AVID Program Materials and Methodologies to XYZ School Site).

C. School System and its individual school sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member School Sites without AVID Center's prior written consent.

D. Should School System wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member School Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to the website.

E. Should School System wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member School Sites, it will ensure that only appropriate staff and students of the AVID Member School Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member School Sites before downloading those materials.

F. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

G. School System and its individual school sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

#### 4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the AVID Member School Sites listed in Attachment A in order to promote and implement AVID at those Member School Sites. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its AVID Member School Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member School Sites listed in Attachment A consistent with the above license. School System and its AVID Member School Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its Member School Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

#### 4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

#### 4.4 Proprietary Rights:

The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

**Article V. Quality Control Procedures**

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").



5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID Member School Site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each Member School Site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including, without limitation, the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in AVID Member School Sites. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID Member School Sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" AVID Member School Sites. Should AVID Member School Sites and/or School System not meet the AVID Quality Standards or implement AVID Center's suggested changes for multiple years, they may be asked to discontinue AVID at the end of a school year.

**Article VI. Period of Agreement**

6.1 Term:

The Term ("Term") of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein.

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System should notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System that conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the particular AVID Program at the school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

**Article VII. Compensation**

7.1 Agreement and Purchase Order:

School System must include, along with this signed Agreement, a fully and completely executed Purchase Order for the entire Agreement as detailed on Attachment A and any other applicable and incorporated attachments. AVID Center will not fulfill any services or materials, including the shipment of any libraries without a fully executed Purchase Order and this signed Agreement. The terms and conditions of this Agreement shall control for all Purchase Orders issued pursuant to this Agreement; no terms and conditions on Purchase Orders will apply to this Agreement.

7.2 Fulfillment, Invoicing, Payment Terms:

AVID Center will invoice School System for the entire Agreement upon receiving this executed Agreement and the executed Purchase Order as detailed in Attachment A and any other applicable and incorporated attachments. School System hereby agrees to pay AVID Center for any and all fees detailed in Attachment A and any other applicable and incorporated attachments. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

7.3 Fulfillment, Invoicing, Payment Terms; If No Purchase Order Is Required by School System:

If the policy of the School System states that no Purchase Order is required for purchases or that this executed Agreement suffices as the School System's authorization for purchase, the School System must initial below representing and warranting to AVID Center that the School System is fully able to pay any and all fees as invoiced on Attachment A and any other applicable and incorporated attachments without an additional Purchase Order. AVID Center will invoice School System for the entire Agreement, as detailed on Attachment A and any other applicable and incorporated attachments, upon receiving this executed Agreement. The School System agrees to pay the total invoice amount which is due net 30 days from the date of the invoice. If School System requires any special invoicing other than as indicated above, School System MUST request so in writing at the time of execution of this Agreement.

\_\_\_\_\_ **INITIALS**

**Article VIII. Status of Parties**

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

**Article IX. Authority**

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

**Article X. Termination**

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all programs or part of an AVID program at one or more specific AVID Member School Sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other programs at the particular AVID Member School Site and/or other AVID Member School Site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1, 7.2, 7.3 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

**Article XI. General Provisions**

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their respective signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Fullerton School District  
CA

\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Superintendent or Designee

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title of Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594



**AVID Implementation Pricing Schedule:**

**School System:**

Legal Name of Entity: Fullerton School District  
Federal Employer ID #: 95-6001405  
District NCES #: 614730

**Term of Agreement:** July 1, 2013 to June 30, 2014

**Agreement Processing and Billing Procedures:**

Contact for Contracts: Janet Morey  
Title: Assistant Superintendent  
District Name: Fullerton School District  
Business Address: 1401 W Valencia Dr  
City, State, Zip Code, Country: Fullerton, CA, 92833, USA  
Telephone: 714-447-4708  
E-Mail: janet\_morey@fullertonsd.org

Billing Contact: Janet Morey  
Title: Assistant Superintendent  
District Name: Fullerton School District  
Business Address: 1401 W Valencia Dr  
City, State, Zip Code, Country: Fullerton, CA, 92833, USA  
Telephone: 714-447-4708  
E-Mail: janet\_morey@fullertonsd.org



**District Director:**

AVID District Director (DD):

Mathew Barnett

Title:

Principal

District Name:

Fullerton School District

Business Address:

1100 W. Olive Ave

City, State, Zip Code, Country:

Fullerton, CA, 92833, USA

Telephone:

714-447-7775

E-mail:

[mathew\\_barnett@fullertonsd.org](mailto:mathew_barnett@fullertonsd.org)

**Member Schools:**

School System will offer the AVID program in one (1) total school(s) during the 2013 - 2014 school year.

<b>School Name</b>	<b>Grades AVID Program Implemented</b>	<b>Program Name</b>	<b>Site Status</b>
Nicolas Junior High School	7, 8	Secondary	Existing

**Subtotal Schools**

Secondary	1
Total Schools:	1

**Fee Schedule:**

# of Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	\$3,385.00
10 to 19	\$3,095.00
20 to 29	\$2,820.00
30 to 39	\$2,155.00
40 to 59	\$2,010.00
60 to 79	\$2,010.00
80 to 99	\$1,850.00
100 to 119	\$1,850.00

One (1) Secondary school(s) X \$3,385.00 = \$3,385.00  
Total Membership Price = \$3,385.00

**District Director Professional Learning Services:**

**District Director(s)**

Mathew Barnett :

**ADL Training Status**

New, Year 1, will attend Sessions 1 & 2

Mathew Barnett: Year 1 (Special Pricing) \$2,000.00  
Previous DD (Crystal Turner) \$2,000.00  
Total District Director Professional Learning Services Price = \$4,000.00  
\*Year 1 and Year 2 Professional Learning Fee Covered by PO G22C0138 and is reduced below

**TOTAL 2013-2014 IMPLEMENTATION PRICE**

Total Implementation Price \$7,385.00  
Less Amount Covered by PO G22C0138 (\$4,000.00)  
Contract signed and returned on or before August 30, 2013 \$3,385.00  
Plus applicable taxes

DISCUSSION/ACTION ITEM

**DATE:** August 20, 2013

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

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

**SUBJECT:** **APPROVE AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BECKY D'ARRIGO TO INCREASE FUNDING BY \$4,981.00 FOR ADDITIONAL WORK COMPLETED DURING THE 2012-2013 SCHOOL YEAR**

Background: An Independent Contractor Agreement was approved by the Board of Trustees not to exceed \$10,000.00 at the August 21, 2012 Board meeting. The scope of the work included staff trainings, liaison with community councils or foundations, and completing the required program and expenditure reports for three science and health and wellness grants totaling nearly \$250,000.

Rationale: Last year, an opportunity to apply for a new Hands-On Science grant through the Chevron Corporation presented itself. Ms. D'Arrigo was directed to put in additional time to prepare the Chevron Hands-On Science grant by developing support with District and community stakeholders, data collection and compilation, as well as the actual writing of the grant. The Chevron grant was subsequently awarded to Fullerton School District in the amount of \$75,000 and has positioned us to apply for a supplemental \$75,000 grant, which was submitted on August 14, 2013.

Funding: Cost is not to exceed \$4,981.00 to be paid from the Education Donation Fund (095).

Recommendation: Approve Amendment to Independent Contractor Agreement between Fullerton School District and Becky D'Arrigo to increase funding by \$4,981.00 for additional work completed during the 2012-2013 school year.

JM:nm

DISCUSSION/ACTION ITEM

**DATE:** August 20, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GLENDA THOMPSON TO PROVIDE COACHING IN LEADERSHIP CAPACITY FOR PRINCIPALS TO PROMOTE STUDENT LEARNING AND ACHIEVEMENT EFFECTIVE AUGUST 21, 2013 THROUGH JUNE 30, 2014**

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

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

Funding: Total cost not to exceed \$18,000.00 to be paid with District-level funding.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Glenda Thompson to provide coaching in leadership capacity for principals to promote student learning and achievement effective August 21, 2013 through June 30, 2014.

MD:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Up to 30 days of coaching in leadership capacity for principals to promote student learning and achievement.**
2. Term. Contractor shall commence providing services under this Agreement on **August 21, 2013** and will diligently perform as required and complete performance by **June 30, 2014**.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eighteen Thousand Dollars (\$18,000.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **(N/A)**.
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to

this Agreement. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Glenda Thompson**  
**Address On File**  
  
**(Attn): Glenda Thompson**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 21 DAY OF \_\_\_\_\_ 2013.

FULLERTON SCHOOL DISTRICT

By:

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

Glenda Thompson  
**(Contractor Name)**

By:

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

Glenda Thompson  
**(Typed Name, Title)**

**On File**  
\_\_\_\_\_  
**Taxpayer Identification Number**