

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  
Thursday, September 27, 2012  
4:45 Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:48 p.m., and Carmen Serna led the pledge of allegiance.

Margaret Chidester (legal counsel) explained before Mr. Counts' remarks that under PC Rule 160.3.7, and the California Government Code, Mr. Counts is entitled to address the Board concerning the disciplinary charges against him. This is not an evidentiary hearing, and testimony of witnesses will not be taken. If the Board determines to adopt the charges and disciplinary action proposed by the District administration, PC Rule 190.4.1 allows Mr. Counts to appeal this action to the Personnel Commission, and provides him with a full evidentiary hearing under PC Rule 160.5.7.

The Board recessed to Closed Session at 5:08 p.m.

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

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

Guest Present: Margaret Chidester, Legal Counsel

Public Comments – Policy (see above)

No comments.

Call to Order, Pledge of Allegiance, Report from Closed Session

The Board returned to Open Session at 6:41 p.m. President Sugarman reported that in Closed Session, the Board approved the termination for Employee ID #1120 per Education Code 44932. Jim Miller (from McCoy Mills Ford) led the pledge of allegiance.

Introductions/Recognitions

President Sugarman introduced Jim Miller and Minard Duncan (retired Board of Trustee Member). The District is grateful for Mr. Miller's donations: 1) Cash donation to the District of \$20,000 towards the All the Arts for All the Kids program; 2) Cash donation to the District of \$10,000 towards monthly Arts Nights at the sites; 3) Dealership will offer an "employee purchase program" to all District employees, offering discounts on sales, service, and parts; 4) Dealership is going to offer a free biometric palm prints service to the community on October 20-21. President Sugarman presented Mr. Miller a certificate of appreciation and Lauralyn Eschner, Coordinator for All the Arts for All the Kids program, also presented him a student art plaque.

Information from PTA, FETA, CSEA, and FESMA

PTA– Vivien Moreno – She shared that PTA is an advocate for the health and safety of all students. The November election is approaching soon; PTA is neutral on Proposition 30 and supports Proposition 35 and 38.

FETA – Karla Turner – no report.

CSEA– Al Lacuesta – no report.

FESMA– Sherry Hoyt– She shared the ACSA Region 17 Leadership Forum will be held on October 17, 2012 at the Irvine Marriott; the Joint OCSBA/ACSA Region 17 Dinner Meeting will be held on October 24, 2012 at the Irvine Marriott.

Superintendent's Report

Dr. Pletka reported all the Back to School Nights are completed and he complimented school staff and administration for doing such a fantastic job; he enjoyed witnessing the great parent support at each of the sites. Dr. Pletka is very appreciative for the generous donations from McCoy Mills Ford and SchoolsFirst Credit Union towards the District.

### Information from the Board of Trustees

Trustee Thompson– He shared that he opposes Propositions 30 and 38.

Trustee Thornley- She enjoyed attending Back to School Night at Maple School. Trustee Thornley expressed her appreciation for the volunteers from Maple Evangelical Church who provided translations at Back to School Night at Maple School.

Trustee Meyer- She attended many Back to School Nights and thanked everyone for the work that goes into making them so successful. Trustee Meyer attended the groundbreaking ceremony at Acacia School for the refurbished library that was made possible by the Acacia School Foundation. She shared that the Fullerton Technology Foundation held a Doceri System training on September 24, 2012.

Trustee Berryman- She distributed to the Board a complimentary pass for all Fullerton Joint High School District (FJUHS) Guest and Home Student Activities. Dr. George Giokaris, FJUHS Superintendent, provided the complimentary passes.

President Sugarman – She was happy to report the District received \$120,000.00 from the Arnold and Mabel Beckman Foundation for the *Hands on Science* program. President Sugarman reported each school site would be receiving a complimentary Doceri System license. She reminded everyone that the Annual Art Auction benefitting the All the Arts for All the Kids Foundation will be held on October 20, 2012; there is an opportunity to win a sculptured heart through an opportunity drawing. The Fullerton Technology Foundation will host the following fundraisers: a wine tasting event on October 25, 2012, at Café Hidalgo; and the Cabazon Charity Event at Cabazon Outlets on October 27, 2012. The Fullerton Technology Foundation and the Fullerton Education Foundation will hold a Chinese New Year fundraiser in January 2013.

### Information Items

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

### Approve Minutes

Moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve the minutes of the Special meeting of August 31, 2012, and the Regular meeting of September 11, 2012.

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

#### Consent Items

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to approve the consent items. The Board commented on Consent Item #1g and #1m.

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 G22B0008 through G22B0011, G22C0017 through G22C0023, G22D0096 through G22D0138, G22M0067 through G22M0074, G22R0158 through G22R0184, G22S0006, G22V0041 through G22V0047, G22X0255 through G22X0287, and G22Y0043 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150125 through 150158 and open purchase orders numbered 150159 through 150179 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 84693 through 84792 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9150 through 9164 for the 2012/2013 school year.

1g. Adopt Resolution #12/13-06 proclaiming October 22 - 26, 2012, as "Red Ribbon Week" for the Fullerton School District.

1h. Approve the donation of various obsolete surplus instructional materials to Rock Christian Academy in accordance with legal codes and administrative regulations.

1i. Approve Notice of Completion for Ben's Asphalt, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "B" (Commonwealth) and "C" (Laguna Road).

1j. Approve Notice of Completion for Universal Asphalt Company, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "D" (Maple) and "F" (Valencia Park).

1k. Approve contract between Fullerton School District and Transportation Charter Services to provide transportation for field trips, effective September 28, 2012, through June 30, 2013.

1l. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Daniel Halkyard, effective September 1, 2012 through June 30, 2013.

1m. Approve Classified tuition reimbursement.

1n. Approve 2012/2013 Independent Contractor Agreement between Fullerton School District and Patricia Polcyn, beginning September 28, 2012 through June 30, 2013.

1o. Approve/Ratify 2012/2013 ongoing mileage reimbursement to the parents of Special Education Student (ID #800046) for transportation to and from student's nonpublic agency provider.

1p. Approve Holly Steele and Ward Rovira to attend out-of-state "National Science Teachers Association (NSTA) Conference on Science Education" in Phoenix, Arizona, December 6-8, 2012.

1q. Approve/Ratify 2012/2013 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1r. Approve moving the regular Board of Trustees Meeting from November 13, 2012 to November 14, 2012.

1s. Approve out-of-state conference for the Annual North American Reggio Emilia Alliance (NAREA) Winter Conference January 25-26, 2013, in Tucson, Arizona, for Marilee Cosgrove, Monique Bosse, Tania Ruiz, and Melissa Tovar.

1t. Approve/Ratify Early Intervention for School Success (EISS) grant funded contract for preschool and early primary teacher training at Orangethorpe School for 2012/2013 and 2013/2014.

1u. Approve/Ratify Robert Craven to attend out-of-state "Technology & Learning (TL) School CIO Leadership Summit" in Chicago, Illinois, September 20-22, 2012.

#### Discussion/Action Items

2a. Approve Lease Schedule No. 3 between Fullerton School District and CSI Leasing, effective as of November 1, 2012.

It was moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve Lease Schedule No. 3 between Fullerton School District and CSI Leasing, effective as of November 1, 2012.

2b. Adopt Resolution #12/13-08 and approve/ratify Amended 2012/2013 Child Development State Preschool Contract.

It was moved by Chris Thompson, seconded by Beverly Berryman, and carried 5-0 to adopt Resolution #12/13-08 and approve/ratify Amended 2012/2013 Child Development State Preschool Contract.

#### Administrative Reports

3a. Announcement of appointment of Classified Personnel Commissioner

The Board held discussion regarding the appointment of the Classified Personnel Commissioner; Trustee Thompson requested further information regarding the criteria needed for applying for the position of Classified Personnel Commissioner. Trustee Thompson suggested advertising in the newspaper the opening for a Board of Trustees appointed Personnel Commissioner. Trustee Berryman shared with the group that current

Personnel Commissioner, Janet McNeil, had been an appointed Personnel Commissioner for several years and is doing a good job representing the Board of Trustees.

### 3b. Developer Fees Report

Susan Hume discussed with the Board the Developer Fees Report.

### 3c. Report on Mitigation Agreement between the Fullerton School District, the Fullerton Joint Union High School District, and Pacific Coast Homes regarding the West Coyote Hills project.

President Sugarman stated the Board is not interested in supporting or opposing Measure W. Susan Hume reported to the Board that the Mitigation Agreement regarding the West Coyote Hills project was entered on July 27, 2005. Mrs. Hume stated the Mitigation Agreement is not being modified and the Board is receiving information only. The Board held discussion regarding the impact of Measure W being approved at the upcoming November election and the number of new students possibly enrolling at the District. The Board suggested that a press release to the newspaper goes out that clarifies that the District takes no position on any specific development or any pending initiative. The Board feels it is necessary to assure the community that the District is fully prepared to accept and educate any additional students who might enroll as a result of any new development within the City of Fullerton.

#### Discussion Items

- Back to School Nights

The Board held discussion regarding Board members attending Back to School Nights. A concern is that the Board may cause time to be taken away from the Principal; the emphasis for Back to School Nights is for parents to get a general direction of their child's upcoming school year and expectations. The Board suggested that Dr. Pletka get feedback from the Principals regarding the value of Board members attending Back to School Nights.

- Report Format from PTA, FETA, CSEA, FESMA

The Board held discussion regarding the report format from organizations such as PTA, FETA, CSEA, and FESMA. The Board discussed that the purpose of such updates be used for information relating to the organization. The Board suggested that any lobbying or political comments be made during public comments.

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

No requests.

#### Adjournment

President Sugarman adjourned the Regular meeting on September 27, 2012 at 8:08 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, October 9, 2012  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

Public Comments/Persons Addressing the Board – Policy

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

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

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

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code section 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]

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

Public Comments – Policy (see above)

Introduction/Recognitions

Parks Junior High School Report

Information from DELAC, PTA, FETA, CSEA, FESMA

Superintendent's Report

Information from the Board of Trustees

Information Items

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

Approve Minutes

Regular meeting on September 27, 2012

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time,

although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered G22B0012, G22C0024 through G22C0026, G22D0139 through G22D0195, G22M0075 through G22M0081, G22R0185 through G22R0220, G22V0048 through G22V0049, and G22X0288 through G22X0300 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150180 through 150220 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 84793 through 84922 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9165 through 9201 for the 2012/2013 school year.

1g. Approve Lauralyn Eschner to attend out-of-state conference as part of Project CREATE! in Washington, D.C., October 30-31, 2012.

1h. Approve/Ratify authorized provider agreement between Fullerton School District and American Red Cross for contracted services from September 19, 2012 through June 30, 2013.

1i. Adopt Resolution #12/13-12 approving participation in *The Great ShakeOut Drill* on October 18, 2012 at 10:18 a.m. as Fullerton School District continues to provide a safe learning and working environment for all students and staff.

1j. Approve Student Teaching Agreement between Fullerton School District and Concordia University effective January 1, 2013 through December 31, 2016.

1k. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2012 – September 30, 2012).

1l. Adopt Resolution #12/13-09 proclaiming October 18, 2012, as "Lights On After School Day" for the Fullerton School District.

1m. Approve Independent Contractor Agreement between Fullerton School District and Daniela Arbizzi for Early Childhood Education Consultant Services at Orangethorpe and Valencia Park Schools between October 15, 2012 and January 19, 2013.

1n. Approve out-of-state conference for Opal School Visitation Days 2013 on January 30-31, 2013, in Portland, Oregon, for Amanda Segovia Hale, Nancy Karcher, Linda Jimenez-Martinez, Maggie Hernandez, and Jennifer Bradley.

1o. Adopt Resolutions numbered 12/13-B016 through 12/13-B022 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1p. Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for site closure eligibility determination and additional work as required by the California Regional Water Quality Control Board, effective October 10, 2012 through June 30, 2013.

1q. Adopt Resolution #12/13-10 approving an increase in the Workers' Compensation Trust account from \$50,000.00 to \$100,000.00.

Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #12/13-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2012/2013.

Discussion/Action Items

2a. Adopt Resolution #12/13-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2012/2013.

2b. 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 October 15, 2012 through June 30, 2013

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

Closed Session – Agenda:

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code section 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, October 23, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.



CONSENT ITEM

**DATE:** October 9, 2012  
**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), rehire(s), extra duty assignments, and resignation(s) and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 9, 2012**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Marissa Calderon	Substitute Psychologist	Employ	391	09/06/2012
Mary Cisneros	Substitute Teacher	Employ	100	09/17/2012
Ricki Drabek	Substitute Speech Therapist	Employ	100	09/17/2012
Alberto Fuertes Farell	Substitute Teacher	Employ	100	09/14/2012
Evelin Hernandez	Substitute Teacher	Employ	100	09/17/2012
Morgan Jacobson	Substitute Teacher	Employ	100	09/17/2012
Claudia Johnston	Substitute Teacher	Employ	100	09/19/2012
Debra Land	Substitute Teacher	Employ	100	09/14/2012
Kathryn McKernan	Substitute Teacher	Employ	100	09/17/2012
Lindsey Fiori	School Psychologist/ Student Support Services	I/E	420	10/01/2012

**REHIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Megan Mooney	Multi Age/Rolling Hills	II/2	100	09/19/2012
Nancy Regitz	5 <sup>th</sup> Grade/Acacia	II/6	100	09/17/2012

**EXTRA DUTY ASSIGNMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Lorena Paniagua	Preschool/Beechwood	Contract hourly rate of \$18.62 from 081	08/22/12-08/24/12
Jon Samuelson	PE/Ladera Vista	1/7 of per diem from #100	08/28/12-06/14/13
Marlon Barcelona	Health/Ladera Vista	1/7 of per diem from #100	08/28/12-06/14/13
Connie Learn	EL Essentials/Ladera Vista	1/7 of per diem from #100	08/28/12-06/14/13

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Juan Morales	School Psychologist/ Student Support Services	Resign	09/28/2012
Lisa Tice	Kindergarten/Maple	Leave of Absence	09/07/12-01/07/12

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 9, 2012.

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Clerk/Secretary

CONSENT ITEM

**DATE:** October 9, 2012  
**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: October 9, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Acacia Foundation (Community Partner)	Monetary donation of \$3,400.00 for field trip
Acacia	Acacia Foundation (Community Partner)	Monetary donation of \$2,500.00 for the Intervention Program
Beechwood	Beechwood School Foundation (Community Partner)	Monetary donation of \$70,000.00 for CSR
Beechwood	Target—Take Charge of Education (Community Partner)	Monetary donation of \$846.00 for Science Olympiad
Fern Drive	Monique Phillips (Parent)	Monetary donation of \$250.00 for Room 17
Fern Drive	Target—Take Charge of Education (Community Partner)	Monetary donation of \$1,247.75 for the school
Fisler	Fisler PTSA	Monetary donation of \$250.00 for office/printing supplies
Fisler	Ted Lai (Parent)	Monetary donation of \$100.00 for technology
Golden Hill	Target—Take Charge of Education (Community Partner)	Monetary donation of \$890.53 for PBIS program
Ladera Vista	Target—Take Charge of Education (Community Partner)	Monetary donation of \$322.22 for the school
Laguna Road	Target—Take Charge of Education (Community Partner)	Monetary donation of \$885.43 for the school
Maple	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$75.00 for the school
Maple	Kroger (Community Partner)	Monetary donation of \$43.25 for the school
Maple	Soroptimist Int'l of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for Mustang Ladies activities and luncheons
Maple	Target—Take Charge of Education (Community Partner)	Monetary donation of \$118.41 for the school
Orangethorpe	Target—Take Charge of Education (Community Partner)	Monetary donation of \$263.07 for the school
Pacific Drive	Fullerton Presbyterian Church (Community Partner)	Monetary donation of \$1,000.00 for the school

**FULLERTON SCHOOL DISTRICT***Gifts: October 9, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Pacific Drive	Target—Take Charge of Education (Community Partner)	Monetary donation of \$446.30 for the school
Parks J.H.	Edison Employee Contributions Campaign (Parent)	Monetary donation of \$100.00 for the school
Parks J.H.	Target—Take Charge of Education (Community Partner)	Monetary donation of \$426.70 for the school
Richman	Julie Krysteh (Community Partner)	Donation of first aid kit and school supplies for the school
Richman	St. Jude Neighborhood Health Center/Fullerton Home Depot (Community Partners)	Renovation of garden including new fence and plants for the school
Rolling Hills	Tanaka Farms (Community Partner)	Monetary donation of \$338.00 for the school
Rolling Hills	Target—Take Charge of Education (Community Partner)	Monetary donation of \$1,334.37 for the school
Valencia Park	Valencia Park PTA	Monetary donation of \$2,500.00 for field trips
Woodcrest	Target—Take Charge of Education (Community Partner)	Monetary donation of \$199.23 for the school

CONSENT ITEM

**DATE:** October 9, 2012

**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 G22B0012, G22C0024 THROUGH G22C0026, G22D0139 THROUGH G22D0195, G22M0075 THROUGH G22M0081, G22R0185 THROUGH G22R0220, G22V0048 THROUGH G22V0049, AND G22X0288 THROUGH G22X0300 FOR THE 2012/2013 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered G22B0012, G22C0024 through G22C0026, G22D0139 through G22D0195, G22M0075 through G22M0081, G22R0185 through G22R0220, G22V0048 through G22V0049, and G22X0288 through G22X0300 for the 2012/2013 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 10/09/2012

FROM 09/05/2012 TO 09/17/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22B0012	HOUGHTON MIFFLIN COMPANY	548.42	548.42	0138055103 4100	Instructional Material K 8 / Textbooks
G22C0024	SAN DIEGO CNTY OFFICE OF EDUCA	50.00	50.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
G22C0025	SAN DIEGO CNTY OFFICE OF EDUCA	540.00	540.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
G22C0026	SCHOOL SERVICES OF CALIFORNIA	235.00	235.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
G22D0139	AMAZON.COM	180.77	90.38	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
			90.39	0130426103 4310	SLIP Instruction Rolling Hills / Materials and Supplies Inst
G22D0140	TROXELL COMMUNICATIONS	494.57	494.57	0121952101 4310	LEA Program Improvement Instr / Materials and Supplies
G22D0141	TROXELL COMMUNICATIONS	494.57	494.57	0121952101 4310	LEA Program Improvement Instr / Materials and Supplies
G22D0142	TROXELL COMMUNICATIONS	494.57	494.57	0121952101 4310	LEA Program Improvement Instr / Materials and Supplies
G22D0143	APPLE COMPUTER INC.	965.44	965.44	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
G22D0144	DAISY IT	305.75	305.75	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
G22D0145	DAISY IT	1,187.98	1,187.98	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
G22D0146	DISCOUNT SCHOOL SUPPLY	668.33	668.33	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
G22D0147	FOLLETT EDUCATIONAL SERVICE	4,563.83	4,563.83	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
G22D0148	BARRETT ROBINSON INC	962.99	611.21	0109725279 4350	Suppl Grant Supp Sch Adm Richm / Materials and Supplies
			351.78	0109725279 5640	Suppl Grant Supp Sch Adm Richm / Repairs by Vendors
G22D0149	MIND INSTITUTE	4,000.00	4,000.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
G22D0150	EDUCATORS PUBLISHING SERVICE	237.38	237.38	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
G22D0151	SOUTHWEST SCHOOL SUPPLY	133.14	133.14	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
G22D0152	STEVE SPANGLER SCIENCE	672.32	672.32	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22D0153	SO CAL T SHIRT PROS	2,004.15	2,004.15	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
G22D0154	S&S WORLDWIDE INC	270.80	270.80	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
G22D0155	S&S WORLDWIDE INC	570.18	570.18	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
G22D0156	S&S WORLDWIDE INC	665.88	665.88	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr

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G22D0157	S&S WORLDWIDE INC	156.29	156.29	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22D0158	S&S WORLDWIDE INC	1,102.23	1,102.23	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22D0159	SCHOOL SPECIALTY	400.86	400.86	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22D0160	SCHOOL SPECIALTY	177.55	177.55	0110312109 4310	Reimburse Commonwealth Disc / Materials and Supplies
G22D0161	DISCOUNT SCHOOL SUPPLY	186.03	186.03	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22D0162	DISCOUNT SCHOOL SUPPLY	679.60	679.60	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22D0163	DISCOUNT SCHOOL SUPPLY	483.24	483.24	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
G22D0164	LAKESHORE LEARNING	139.94	139.94	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
G22D0165	GOV CONNECTION	89.20	89.20	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
G22D0166	S&S WORLDWIDE INC	771.44	771.44	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22D0167	APPLE COMPUTER INC.	5,335.60	5,335.60	0130211101 4310	Econ Impact Aid Beechwood / Materials and Supplies Instr
G22D0168	KAPLAN SCHOOL SUPPLY	597.07	597.07	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
G22D0169	APPLE COMPUTER INC.	1,712.69	1,370.15	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			342.54	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
G22D0170	ADVANTAGE IMAGING SUPPLY INC	910.49	910.49	0110225109 4310	Instruction Richman DC / Materials and Supplies Instr
G22D0171	E L ACHIEVE	175.00	175.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
G22D0172	HOUGHTON MIFFLIN COMPANY	278.00	278.00	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Instr
G22D0173	AMAZON.COM	646.07	646.07	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
G22D0174	GOV CONNECTION	340.49	340.49	0130417103 4310	SLIP Instruction Ladera Vista / Materials and Supplies Instr
G22D0175	AMAZON.COM	34.17	34.17	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
G22D0176	SOUTHWEST SCHOOL SUPPLY	538.73	538.73	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
G22D0177	LEARNING A TO Z	2,632.53	1,128.22	0110130109 4310	CSR Option II Program Fisler / Materials and Supplies Instr
			1,202.48	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			301.83	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
G22D0178	FEINER SUPPLY	436.39	436.39	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2012**

FROM 09/05/2012 TO 09/17/2012

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G22D0179	FEINER SUPPLY	290.92	290.92	0112154101 4310	Special Day Class Severe / Materials and Supplies Instr
G22D0180	FEINER SUPPLY	290.92	290.92	0112154101 4310	Special Day Class Severe / Materials and Supplies Instr
G22D0181	PEARSON ASSESSMENT INC	198.88	198.88	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0182	CURRICULUM ASSOCIATES	429.67	429.67	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
G22D0183	DAISY IT	96.91	96.91	0153150759 4350	Warehouse DC / Materials and Supplies Office
G22D0184	STARFALL EDUCATION	270.00	270.00	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
G22D0185	SIGNS PLUS	275.00	275.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22D0186	FLAGHOUSE INC	399.06	399.06	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0187	APPLE COMPUTER INC.	374.97	374.97	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0188	DAISY IT	300.43	300.43	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0189	DISCOUNT SCHOOL SUPPLY	71.19	35.59	0109713109 4310	Suppl Grant Support Fern Dr / Materials and Supplies Instr
			17.80	0122413101 4310	Title III Limited Engl Fern / Materials and Supplies Instr
			17.80	0130213101 4310	Econ Impact Aid Fern Drive / Materials and Supplies Instr
G22D0190	APPLE COMPUTER INC.	435.92	435.92	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
G22D0191	CDW.G	34.25	34.25	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
G22D0192	MCGRAW HILL	438.17	438.17	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0193	RUSCO INC	3,300.00	3,300.00	2567050851 4310	Facilities / Materials and Supplies Instr
G22D0194	VIRCO MANUFACTURING	4,027.91	4,027.91	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
G22D0195	PREMIER SCHOOL AGENDA	117.16	117.16	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22M0075	MONTGOMERY HARDWARE COMPANY	1,708.02	1,708.02	1453315819 4363	Deferred Maint Golden Hill / Materials and Supplies
G22M0076	MONTGOMERY HARDWARE COMPANY	529.24	529.24	1453325819 4363	Deferred Maint Richman School / Materials and Supplies
G22M0077	MALCOLITE CORPORATION	402.78	402.78	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0078	B AND M LAWN GARDEN	485.37	485.37	0154753849 6450	Grounds Discretionary / Repl Equip Less Than \$10,000
G22M0079	GEARY PACIFIC SUPPLY	150.00	150.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings

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**PURCHASE ORDER DETAIL REPORT**  
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G22M0080	MONTGOMERY HARDWARE COMPANY	559.23	414.84	1453327819 4363	Deferred Maint Sunset Lane / Materials and Supplies
			144.39	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
G22M0081	COUNTY OF ORANGE	2,172.00	1,217.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
			477.50	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			477.50	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
G22R0185	AMAZON.COM	2,096.60	2,096.60	0150855109 4310	Distr Testing (Non Mandate) DC / Materials and Supplies
G22R0186	AEROMARK	99.97	99.97	0125152331 4350	McKinley Vento Social Services / Materials and Supplies
G22R0187	AEROMARK	60.34	60.34	0151354341 4350	Health Services / Materials and Supplies Office
G22R0188	SCHULZE, ELLEN MARIE	400.00	400.00	0125852101 5805	Project CREATE Instruction / Consultants
G22R0189	ASCARI, PATRICIA	398.45	398.45	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
G22R0190	VETROVEC, STACY	198.00	198.00	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
G22R0191	BOUGHTER, DOUG	97.40	97.40	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
G22R0192	CANDELARIA, MELINDA L	710.88	710.88	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
G22R0193	ART SUPPLY WAREHOUSE	118.41	118.41	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
G22R0194	FULLERTON ELEMENTARY TEACHERS	550.00	550.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
G22R0195	DICK BLICK ART MATERIALS	113.46	113.46	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
G22R0196	ACADEMIC THERAPY PUBLISHERS	101.27	101.27	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
G22R0197	OFFICE DEPOT BUSINESS SERVICE	29.14	29.14	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
G22R0198	HALE, AMANDA SEGOVIA	71.20	71.20	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
G22R0199	ARIAS, GABRIELA	133.04	133.04	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
G22R0200	OFFICE DEPOT BUSINESS SERVICE	54.78	54.78	0142054201 4350	Special Ed Administration / Materials and Supplies Office
G22R0201	MULTI HEALTH SYSTEMS	249.63	249.63	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0202	DAISY IT	426.30	426.30	0151454391 4350	Special Services / Materials and Supplies Office
G22R0203	STOLO, CHRISTINE	22.77	22.77	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22R0204	DESAI, SHITAL	296.06	296.06	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2012**

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G22R0205	COMPLIANCE POSTER COMPANY	172.30	172.30	8152451741 4350	Property and Liability / Materials and Supplies Office
G22R0206	FEINER SUPPLY	95.38	95.38	0112154101 4310	Special Day Class Severe / Materials and Supplies Instr
G22R0207	COMPLIANCE POSTER COMPANY	1,790.64	1,790.64	8152451741 4350	Property and Liability / Materials and Supplies Office
G22R0208	AEROMARK	60.34	60.34	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
G22R0209	AMAZON.COM	65.78	21.92	0108613109 4310	Transitional Kinder Instr Fern / Materials and Supplies Inst
			21.93	0108624109 4310	Transitional Kinder Instr Raym / Materials and Supplies
			21.93	0108625109 4310	Transitional Kinder Instr Rich / Materials and Supplies Inst
G22R0210	APPLE COMPUTER INC.	6,396.61	6,396.61	0132055101 4310	CTAP Centralized / Materials and Supplies Instr
G22R0211	APPLE COMPUTER INC.	74.35	74.35	0151354341 4350	Health Services / Materials and Supplies Office
G22R0212	PAR INC	518.56	518.56	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0213	PRO ED	187.23	187.23	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0214	RIVERSIDE PUBLISHING COMPANY	321.46	321.46	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0215	WESTERN PSYCHOLOGICAL SERVICES	2,078.89	2,078.89	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0216	DEVOS, TERRY	225.00	225.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0217	AMAZON.COM	103.65	103.65	0111555103 4310	Gifted and Talented Education / Materials and Supplies
G22R0218	CALIFORNIA WEEKLY EXPLORER INC	893.00	893.00	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
G22R0219	MISSION SAN JUAN CAPISTRANO	1,416.00	1,416.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
G22R0220	CALIFORNIA WEEKLY EXPLORER INC	1,040.00	1,040.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
G22V0048	APPLE COMPUTER INC.	22,294.15	22,294.15	0130225101 6410	Economic Impact Aid Richman / New Equip Less Than
G22V0049	PERSONALIZED DOORMATS COMPANY,	533.31	533.31	0140325279 6410	School Administration Discret / New Equip Less Than
G22X0288	ALBERTSON'S INC	200.00	200.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
G22X0289	SMART AND FINAL STORES CORPORA	2,000.00	2,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
G22X0290	AT&T MOBILITY	1,200.00	1,200.00	0109712109 5900	Suppl Grant Support Commonwlth / Communications
G22X0291	AT&T MOBILITY	1,400.00	1,400.00	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/09/2012**

FROM 09/05/2012 TO 09/17/2012

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G22X0292	AT&T MOBILITY	2,000.00	2,000.00	0140321829 5900	Orangethorpe Sch Adm Utilities / Communications
G22X0293	ADAMSON, GREG	4,680.00	4,680.00	0125852101 5805	Project CREATE Instruction / Consultants
G22X0294	GREEN, BRYAN	4,170.00	4,170.00	0125852101 5805	Project CREATE Instruction / Consultants
G22X0295	DIDYK, ROSINA	3,090.00	3,090.00	0125852101 5805	Project CREATE Instruction / Consultants
G22X0296	PLATERO, DAWN L	2,730.00	2,730.00	0125852101 5805	Project CREATE Instruction / Consultants
G22X0297	WESTERN YOUTH SERVICES	48,000.00	48,000.00	0150454101 5866	Sp Ed Mental Hlth Supp Instr / Nonpublic Agency Services
G22X0298	JIM COKAS DESIGN	10,000.00	10,000.00	0125852241 5805	Project CREATE Arts Media / Consultants
G22X0299	SARANIERO, DR PATTI	7,500.00	7,500.00	0125852221 5805	Proj CREATE Staff Development / Consultants
G22X0300	SPRINT PCS	200.00	200.00	0109712109 5900	Suppl Grant Support Commonwlth / Communications
	<b>Fund 01 Total:</b>	<b>172,291.57</b>			
	<b>Fund 12 Total:</b>	<b>6,741.03</b>			
	<b>Fund 14 Total:</b>	<b>2,796.49</b>			
	<b>Fund 25 Total:</b>	<b>3,300.00</b>			
	<b>Fund 81 Total:</b>	<b>1,962.94</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>187,092.03</b>			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **10/09/2012**

FROM 09/05/2012 TO 09/17/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22C0013	ORANGE CNTY DEPARTMENT OF EDUC	11,200.00	+200.00	0121221101 5210	Title I Orangethorpe Instr / Conferences and Meetings
			+200.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
			+200.00	0121952211 5210	LEA Program Instr Supervision / Conferences and Meetings
			+200.00	0130217101 5210	Econ Impact Aid Ladera Vista / Conferences and Meetings
			+200.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
G22X0094	SOUTHWEST SCHOOL SUPPLY	7,816.00	+2,042.00	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies Instr
G22X0188	SOUTHWEST SCHOOL SUPPLY	27,545.00	+8,245.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
G22Y0003	AZ BUS SALES	2,800.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0030	POWERSTRIDE BATTERY CO INC	1,250.00	+150.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+600.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
<b>Fund 01 Total:</b>			<b>12,737.00</b>		
<b>Total Amount of Change Orders:</b>			<b>12,737.00</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

10/09/2012

FROM 09/05/2012 TO 09/17/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22V0018	PIONEER CHEMICAL COMPANY		1,043.02	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
		1,043.02			
	Fund 01 Total:	1,043.02			
	Total Amount of Purchase Orders:	1,043.02			

CONSENT ITEM

**DATE:** October 9, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 150180 THROUGH 150220 FOR THE 2012/2013 SCHOOL  
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 5, 2012 through September 17, 2012, contains purchase orders numbered 150180 through 150220 for the 2012/2013 school year totaling \$266,245.67. Purchase orders numbered 150185, 150186, and 150215 were voided.

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

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 150180 through 150220 for the 2012/2013 school year.

SH:AC:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
09-05-12 through 09-17-12

Date	Vendor	PO Number	Category	Amount	
<b>Open Purchase Orders</b>					
<b>Amount Not To Exceed</b>					
NONE					
TOTAL OPEN PURCHASE ORDERS THIS PAGE					0.00
<b>Processed Food &amp; Commodity P.O.'s</b>					
NONE					
Total OPEN Purchase Orders				\$ -	
Total Purchase Orders Out of Date Sequence				-	
Total Processed Food & Commodity P.O.'s				-	
Total Purchase Orders from Purchase Order Detail Report				266,245.67	
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 266,245.67</b>	



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/5/2012 and 9/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Wholesale Distributors, Inc.	150184	9/5/2012	9/12/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
20	case	8264	Chips,Tortilla,La Vencedora#080833 1.5oz 80ct			\$12.9200	\$258.40
			<b>Sales Tax:</b>				\$0.00
			<b>P.O. Total:</b>				\$258.40
A & R Wholesale Distributors, Inc.	150200	9/10/2012	9/26/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
23	case	8148	Pretzel Nibblers, IW #88270 60/case			\$16.4400	\$378.12
10	case	3205	Brkfst Bar, Oatml Raisin, Quaker Oats 125ct			\$27.9700	\$279.70
			<b>Sales Tax:</b>				\$0.00
			<b>P.O. Total:</b>				\$657.82
			<b>Vendor Total:</b>				\$916.22
Fullerton School District	150187	9/5/2012	9/30/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated 2B Payroll per September Bitech Rep			200,000.0000	\$200,000.00
1	ea	1	Estimated Dist. Exp. per September Bitech Rep			\$20,000.0000	\$20,000.00
			<b>Sales Tax:</b>				\$0.00
			<b>P.O. Total:</b>				\$220,000.00
			<b>Vendor Total:</b>				\$220,000.00
Gold Star Foods Inc.	150183	9/5/2012	9/7/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
10	case	59517	Cheddar Cheese Cup LOL,GS#401967,140/cs,MF#39942			\$51.5700	\$515.70
			<b>Sales Tax:</b>				\$0.00
			<b>P.O. Total:</b>				\$515.70
Gold Star Foods Inc.	150188	9/5/2012	9/7/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
27	case	998096	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case			\$21.5300	\$581.31
			<b>Sales Tax:</b>				\$0.00
			<b>P.O. Total:</b>				\$581.31
Gold Star Foods Inc.	150194	9/10/2012	9/20/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
10	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.			\$57.4400	\$574.40
6	case	3402	Cherry Frudel, Pillsbury, IW 72/2.29oz.,GS#113000			\$36.0200	\$216.12
1	case	55110	Egg Tac-Go,Sausage&Chse w/Trky, IW 96/3.2, #401562			\$46.4700	\$46.47
36	case	59033	PizzaBrkfstSausage,IW,WG,GS#133958,100/cs,MF#78964			\$48.8100	\$1,757.16
			<b>Sales Tax:</b>				\$0.00
			<b>P.O. Total:</b>				\$2,594.15
Gold Star Foods Inc.	150195	9/10/2012	9/28/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
4	case	56104	Muffin Blubry,GS#400016, 60/3oz/cs,20Cent#217230W			\$28.9800	\$115.92
10	cs	3208	Bar, Benefit Banana Chocolate,48/2oz., GS#113235			\$19.6600	\$196.60
6	case	55106	Frn Tst Cinn Glzd SunFrsh,IW 100/3.25oz.,GS#401546			\$49.6700	\$298.02
9	case	30346	Waffles,Mini Cinn GS# Eggo Kellogs 72 ct			\$29.0900	\$261.81
4	case	55108	Egg & Chse Wrap SunFrsh, IW 75/3.1oz., GS#401560			\$33.6700	\$134.68

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/5/2012 and 9/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150195	9/10/2012	9/28/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,007.03
Gold Star Foods Inc.	150196	9/10/2012	10/12/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
3	case	3401	Apple Prudel, Pillsbury, IW 72/2.29oz., GS#112999		\$36.0200	\$108.06	
3	case	55111	Snrs Stick , Integrated 100/2.35oz., GS#401752		\$42.3700	\$127.11	
10	case	30340	Pancakes,Mini Apple GS#133617 Eggo IW 72 ct.		\$31.8500	\$318.50	
5	cs	59525	Roll,BearClawApple,GS#400040,72/3oz,20thC#618130W		\$34.0900	\$170.45	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$724.12
Gold Star Foods Inc.	150197	9/10/2012	9/14/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
28	case	59601	Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644		\$31.1800	\$873.04	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$873.04
Gold Star Foods Inc.	150199	9/10/2012	9/20/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
32	case	56108	Muffin,AppleCinn,GS#400000,100/cs,20thCty#207115W		\$29.0000	\$928.00	
32	case	56109	Muffin Blueberry,GS#400002,100/cs, 20Cent#207215W		\$28.4100	\$909.12	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,837.12
Gold Star Foods Inc.	150202	9/12/2012	9/28/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
56	case	20003	Beans Green Canned GS#200318 6#10		\$22.4400	\$1,256.64	
52	case	30071	Burrito, Posada#1071765Egg,BaconChz, 24/CS		\$20.4700	\$1,064.44	
30	case	7210	Bun,Honey Nemo's #20100 48/cs		\$23.7700	\$713.10	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,034.18
Gold Star Foods Inc.	150205	9/12/2012	9/20/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
81	cs	360029	Sndweh,Grild Chs Integ#C13600 RF WG 72/3.21oz.		\$31.2500	\$2,531.25	
53	case	55019	Chicken Nugget, Natural Tyson GS#401738		\$40.4600	\$2,144.38	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,675.63
Gold Star Foods Inc.	150206	9/12/2012	9/14/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
1	case	1	Lemon Juice GS# 200550		\$28.1100	\$28.11	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$28.11
Gold Star Foods Inc.	150207	9/12/2012	9/18/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
2	pkgs	1	GS# 600198 Cin Bagel		\$2.9500	\$5.90	
1	pkg	2	GS# 600200 Onion Bagel		\$2.7300	\$2.73	
2	pkg	3	GS# 600196 Plain Bagel		\$2.7300	\$5.46	
1	Pkg	4	GS# 600346 Blue Oat Muffin		\$35.9300	\$35.93	
1	Pkg	5	GS #600347 SP Muffin		\$30.1700	\$30.17	
1	Pkg	6	GS# 600332 Banana Bread		\$25.0900	\$25.09	

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Gold Star Foods Inc.	150207	9/12/2012	9/18/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$105.28
Gold Star Foods Inc.	150216	9/14/2012	9/14/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	case	59517	Cheddar Cheese Cup LOL,GS#401967,140/cs,MF#39942		\$51.5700	\$412.56
8	case	54010	Cheese Sauce Cheddar #39930 6/Pouches		\$38.9700	\$311.76
5	case	56506	Mac & Cheese RF whole grain, LOI#43277 6/5#bg/case		\$44.5500	\$222.75
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$947.07
Gold Star Foods Inc.	150217	9/14/2012	9/20/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
75	case	4339	Dressing,FatFree ButtrmilkRnch #202616 Krft 200/12g		\$9.4000	\$705.00
33	case	55007	Chicken Patty WG Tyson ,1 44 , GS#401626		\$41.7000	\$1,376.10
14	cs	4242	Sauce, Marinara, Packer #401456 Red Gold 6/10#		\$26.0900	\$365.26
16	cs	56026	Turkey Preckd Grnd, JennieO 4/7#cs (D), GS#400986		\$41.8200	\$669.12
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$3,115.48
Gold Star Foods Inc.	150218	9/14/2012	9/28/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
83	case	30339	Pancakes,Mini Bluebry GS#133616 Eggo 1W 72 ct		\$31.8500	\$2,643.55
20	case	55002	Chicken, Sausage Patty Tyson #17443 354/1.36oz.		\$36.5800	\$731.60
65	cs	4351	Syrup, Maple #202352 100/1.5/cs		\$7.5600	\$491.40
38	case	56702	Chicken,Mndrn Ornge,GS#401779,35#cs,Lings#11101-8		\$74.6400	\$2,836.32
3	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#		\$13.3300	\$39.99
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$6,742.86
				<b>Vendor Total:</b>		\$26,781.08
P & R Paper Supply Company, Inc.	150181	9/5/2012	9/25/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	case	84607	Lid 4 oz plastic souffle Solo-PL4 25/100/case		\$42.9500	\$42.95
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$42.95
				<b>Vendor Total:</b>		\$42.95
ASR Food Distributors, Inc.	150189	9/10/2012	9/10/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999130	Banana, Petite green tip 40#cs #11710		\$19.9500	\$39.90
2	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS		\$31.1000	\$62.20
36	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434		\$18.5000	\$666.00
3	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450		\$24.5000	\$73.50
4	case	999030	Apple, Red Delicious 138ct 40#CS #10315		\$31.9700	\$127.88
1	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428		\$2.6300	\$2.63
2	case	999028	Tomato, Cherry 12bkt/lug #21890		\$1.5000	\$3.00
5	lb	999203	Broccoli Florets 5#/bag #30159		\$2.0500	\$10.25
20	lb	999208	Carrot Coin, 5#/bag #30340		\$0.9700	\$19.40

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	150189	9/10/2012	9/10/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20		
1	cs	11331	Pears D'Anjou 120ct CS	\$29.5000	\$29.50		
170	lb	31225	K-8 Vegetable Salad Blend LB	\$0.9500	\$161.50		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,201.96
ASR Food Distributors, Inc.	150190	9/10/2012	9/11/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$598.50		
25	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$556.25		
5	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434	\$18.5000	\$92.50		
6	case	999030	Apple, Red Delicious 138ct 40#CS #10315	\$33.1200	\$198.72		
1	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.5000	\$29.50		
2	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.5400	\$1.08		
3	each	999005	Cilantro, 30bunch/cs #20608	\$0.2600	\$0.78		
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00		
70	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$143.50		
20	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$19.40		
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,649.73
ASR Food Distributors, Inc.	150191	9/10/2012	9/12/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20		
2	case	999069	Apple, Gmy.Smith 138ct. CS #10157	\$24.7500	\$49.50		
1	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$19.95		
3	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$1.3500	\$4.05		
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50		
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70		
5	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$3.25		
120	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$114.00		
2	ea	999118	Cantaloupe, 12-15ea/cs 1ea/2# #10900	\$0.6100	\$1.22		
2	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944	\$1.7300	\$3.46		
10	case	999049	Nectarine, 80sz 110ct VF 28# #11046	\$16.1000	\$161.00		
2	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428	\$2.6300	\$5.26		
3	case	999047	Strawberry, 12bkt/cs 1#bkt #11541	\$1.5000	\$4.50		
1	each	999098	Watermelon, Seedless EA #11002	\$5.1800	\$5.18		
3	each	999005	Cilantro, 30bunch/cs #20608	\$0.3100	\$0.93		
5	case	999255	Apple Slices 200ct/2oz pkg #31560	\$56.7500	\$283.75		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$692.45
ASR Food Distributors, Inc.	150192	9/10/2012	9/13/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10		
15	case	999125	Pears, Bartlett 120ct/cs #11366	\$21.2000	\$318.00		
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00		
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25		
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$344.05
ASR Food Distributors, Inc.	150193	9/10/2012	9/14/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	150193	9/10/2012	9/14/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	case	999121	Pears, 150sz 165ct/cs #11383	\$29.5000	\$708.00	
1	each	999005	Cilantro, 30bunch/cs #20608	\$0.3500	\$0.35	
3	ea	999118	Cantaloupe, 12-15ea/cs 1ea/2# #10900	\$0.6100	\$1.83	
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944	\$1.7300	\$1.73	
2	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428	\$2.6300	\$5.26	
3	lb	999247	Lettuce, Romaine Cello 12ea/cs #20902	\$1.5000	\$4.50	
1	each	999098	Watermelon, Seedless EA #11002	\$5.1800	\$5.18	
2	each	999076	Mint, #20923	\$0.5300	\$1.06	
2	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$1.3500	\$2.70	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
5	lb	999263	Cabbage, Red Shredded LB #30261	\$0.8400	\$4.20	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
5	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$3.25	
10	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$245.00	
15	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$333.75	
10	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434	\$18.5000	\$185.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$1,509.66
ASR Food Distributors, Inc.	150211	9/14/2012	9/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$6.20
ASR Food Distributors, Inc.	150212	9/14/2012	9/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$6.20
ASR Food Distributors, Inc.	150213	9/14/2012	9/19/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$6.20
ASR Food Distributors, Inc.	150214	9/14/2012	9/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$6.20
ASR Food Distributors, Inc.	150219	9/14/2012	9/28/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz	\$10.2000	\$1,142.40	
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz	\$10.2000	\$1,142.40	
112	case	11123	Juice,Orange Tangerine Apple&Eve#84523TPF 36/6.75oz	\$10.2000	\$1,142.40	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$3,427.20
<b>Vendor Total:</b>						<b>\$8,849.85</b>

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Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Swisher		150182	9/5/2012	9/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
30	case	70018	Pot and Pan Platinum 2.5 gal.			\$58.7400	\$1,762.20
						<b>Sales Tax:</b>	\$136.57
						<b>P.O. Total:</b>	\$1,898.77
						<b>Vendor Total:</b>	\$1,898.77
U.S. Foodservice, Inc.		150180	9/5/2012	9/5/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
25	case	1	Pineapple Spears 50/case			\$24.6800	\$617.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$617.00
U.S. Foodservice, Inc.		150198	9/10/2012	9/19/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
15	case	8004	Pretzel, J & J# 3014 50/5.5oz.			\$18.8500	\$282.75
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$282.75
U.S. Foodservice, Inc.		150203	9/12/2012	10/3/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case			\$28.4000	\$1,704.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,704.00
U.S. Foodservice, Inc.		150208	9/12/2012	9/14/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
25	case	1	Strawberries/Blueberries Packages			\$27.8600	\$696.50
18	case	2	Cucumber Coins Packages			\$17.4400	\$313.92
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,010.42
U.S. Foodservice, Inc.		150209	9/12/2012	9/19/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
25	case	1	Pineapple Spears Packs			\$24.6800	\$617.00
20	case	2	Jicama Sticks Packs			\$18.1600	\$363.20
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$980.20
U.S. Foodservice, Inc.		150220	9/14/2012	9/19/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	30020	Cheese, Parmesan grated Kraft 071056 5#			\$26.1600	\$52.32
20	es	4241	Sauce,Bosco Pizza cups #202546 100/2oz.			\$28.0300	\$560.60
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$612.92
						<b>Vendor Total:</b>	\$5,207.29
The Noodle Vender		150204	9/12/2012	9/19/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
25	case	57001	Mac & Chse, IW NoodleVender#MPIE-48-ISC6 48/cs			\$24.2700	\$606.75

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/5/2012 and 9/17/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
The Noodle Vender	150204	9/12/2012	9/19/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$606.75
					<b>Vendor Total:</b>	\$606.75 ^

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	150201	9/10/2012	9/10/2012		5648	<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	Diagnostic			\$274.7500    \$274.75
1	ea	1	Parts			\$245.0000    \$245.00
1	ea	1	Vacuum			\$10.0000    \$10.00
1	ea	1	Shipping			\$20.0000    \$20.00
1	ea	1	Labor			\$455.0000    \$455.00
					<b>Sales Tax:</b>	\$18.99
					<b>P.O. Total:</b>	\$1,023.74

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Refrigeration Control Company, Inc.	150210	9/13/2012	9/13/2012		5648	<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	Parts			\$361.0400    \$361.04
1	ea	1	Recovery			\$35.0000    \$35.00
1	ea	1	Shipping			\$20.0000    \$20.00
1	ea	1	Labor			\$475.0000    \$475.00
					<b>Sales Tax:</b>	\$27.98
					<b>P.O. Total:</b>	\$919.02
					<b>Vendor Total:</b>	\$1,942.76 ^

GRAND TOTAL    \$ 266,245.67

CONSENT ITEM

**DATE:** October 9, 2012

**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 84793 THROUGH 84922 FOR THE 2012/2013 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 84793 through 84922 for the 2012/2013 school year totaling \$2,408,699.54. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	1,668,800.69
12 Child Development	17,485.18
14 Deferred Maintenance	106,920.47
25 Capital Facilities	56,496.82
40 Special Reserve	39,525.00
68 Workers' Compensation	56,184.43
81 Property/Liability Insurance	463,286.95
Total	\$2,408,699.54

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 84793 through 84922 for the 2012/2013 school year.

SH:SM:gs



CONSENT ITEM

**DATE:** October 9, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9165 THROUGH 9201 FOR THE 2012/2013 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 9165 through 9201 for the 2012/2013 school year. The total amount presented for approval is \$25,141.29.

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 9165 through 9201 for the 2012/2013 school year.

SH:AC:dlh

CONSENT ITEM

**DATE:** October 9, 2012

**TO:** Dr. Robert Pletka, District Superintendent

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

**PREPARED BY:** Lauralyn Eschner, Coordinator, Visual and Performing Arts

**SUBJECT:** APPROVE LAURALYN ESCHNER TO ATTEND OUT-OF-STATE CONFERENCE AS PART OF PROJECT CREATE! IN WASHINGTON, D.C., October 30-31, 2012

Background: Fullerton School District (FSD) was one of 33 projects in the United States that received a four-year Arts-in-Education Model Development and Dissemination (AEMDD) grant offered by the U.S. Department of Education. The total grant award is over \$1 million with \$282,034.00 allocated to support project implementation in year three. Project CREATE! (Children Reaching Excellence in the Arts and Academics Through Engagement!), is a comprehensive arts education model that provides sequential, standards-based lessons in music, visual art, dance, theatre, and digital filmmaking to second through sixth grade at-risk students in Title I schools. This model also delivers an in-depth and ongoing professional development component for classroom teachers to implement powerful integrated arts lessons via strong collaboration with expert artist/educators and curriculum experts. Additionally, this project provides a study to explore how Project CREATE!'s arts and integration model impacts academic performance in reading and mathematics. Project CREATE! was conceived and designed through a dynamic partnership between FSD and California State University, Fullerton.

Rationale: The Arts in Education Model Development and Dissemination grant requires annual attendance at a 2-day technical meeting in Washington D.C.

Funding: The total cost is not to exceed \$2,000.00 and is to be paid from the Arts-in-Education Model Development and Dissemination (AEMDD) grant.

Recommendation: Approve Lauralyn Eschner to attend out-of-state conference as part of Project CREATE! in Washington, D.C., October 30-31, 2012.

JM:LE:nm

CONSENT ITEM

**DATE:** October 9, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Laura Rydell, Director, Student Support Services  
**SUBJECT:** **APPROVE/RATIFY AUTHORIZED PROVIDER AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND AMERICAN RED CROSS FOR CONTRACTED SERVICES FROM SEPTEMBER 19, 2012 THROUGH JUNE 30, 2013**

Background: District school nurses provide American Red Cross First Aid/CPR training and the agency provides the certification card. The rate was discounted to \$8.00 per card last year. This year the rate is \$27.00 and a 40% discount was negotiated for \$16.20.

American Red Cross rates for 2012/2013 are as follows:

Adult & Pediatric First Aid/CPR AED      \$ 16.20/per person

Rationale: First Aid/CPR certification is required for certain job categories and recommended for others, especially those who work with students with moderate/severe disabilities. The Student Support Services department conducts training and provides certification cards at no cost to the employee.

Funding: All classes and cards will be paid for out of budget 0150954101-2101.

Recommendation: Approve/Ratify authorized provider agreement between Fullerton School District and American Red Cross for contracted services from September 19, 2012 through June 30, 2013.

JM:LR:vh  
Attachment



## **Authorized Provider Agreement**

This **Authorized Provider Agreement** ("Agreement") is effective as of 09/19/2012 ("Effective Date") by and between the American National Red Cross ("Red Cross") and the party agreeing to the terms of this Agreement (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach Red Cross training courses ("Courses") specified in Appendix A within AP's organization. If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind such entity to these terms and conditions, (ii) you have read and understand this Agreement, and (iii) you agree, on behalf of the entity that you represent, to this Agreement. If you don't have legal authority to bind the entity, please do not sign this Agreement.

1. AP Responsibilities. In connection with offering the Courses, AP agrees that it will:
  - 1.1 Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
  - 1.2 Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix B;
  - 1.3 Obtain Red Cross confirmation of certification status of new AP Instructors before permitting such Instructors to teach a Course;
  - 1.4 Be responsible for the oversight of AP's Instructors and require that Instructors teach Courses using Red Cross course materials ("Course Materials"), and in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
  - 1.5 Operate in accordance with all Red Cross Policies;
  - 1.6 Permit Red Cross to perform random observations of AP's Courses;
  - 1.7 Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
  - 1.8 Enter training records into the Learning Management System ("LMS") within ten (10) calendar days of Course completion (the "Course Records");
  - 1.9 Pay the required fees in connection with all Courses;
  - 1.10 Maintain adequate insurance to cover liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to the AP or its Instructors; and
  - 1.11 Teach the Courses exclusively within the AP's organization at the multiple facility locations set forth in Appendix C; provided however, this exclusivity will be limited solely to the Courses specified on Appendix A.
2. Red Cross Responsibilities: To facilitate AP's Course offerings, Red Cross agrees that it will:
  - 2.1 Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
  - 2.2 Approve properly submitted Course Records and provide certifications for Courses, if applicable;
  - 2.3 Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
3. Term and Termination.
  - 3.1 This agreement will be effective as of the Effective Date and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
  - 3.2 Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
  - 3.3 Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
  - 3.4 Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.
4. Fees and Invoicing.
  - 4.1 AP will use its best efforts to comply with the AP Resource Guide's preferred payment option for fees and invoices.
  - 4.2 Fees are set forth on Appendix A. Red Cross will send invoices to the AP after the approval of Course Records. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees at its sole discretion upon thirty (30) days advance notice of such fee changes. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 3.
  - 4.3 If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with all Red Cross Policies, the AP is responsible for all costs associated with the retraining of course participants. Red Cross will determine the party, which may include, but is not limited to, the AP or any Red Cross employee, volunteer, LTP or AP, to offer the retraining in its sole discretion.

5. Notices: The contact at the AP for this Agreement is Susan Cravello, District Nurse/Health Services (the "AP Representative"). Red Cross will deliver notices to the AP at the following mailing address Fullerton School District, 1401 W. Valencia Drive, Fullerton, CA 92833 and the Red Cross will send invoices to the following AP billing address, if different from the mailing address, Same. AP shall deliver notices to the Red Cross at 601 N Golden Circle Dr. Santa Ana, CA 92705, ATTN: Marsha McNamara with an additional copy to 2025 E Street, N.W., Washington, DC 20006, ATTN: Preparedness, Health & Safety Services Department.
6. Confidentiality and Intellectual Property:
  - 6.1 Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
  - 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
7. Entire Agreement, Amendments, and Assignments: Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.
8. Independent Contractors: Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

Fullerton School District

THE AMERICAN NATIONAL RED CROSS

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

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

Name: **ROBERT PLETKA**

Name: Choy-Seng Chew

Title: **SUPERINTENDENT**

Title: Sales Territory Manager

Date:

Date: 09/11/12

APPENDIX A

**COURSES, EQUIPMENT, MATERIALS AND FEES**

**1. Course Fees**

Courses Offered by AP	Per Person Fee
HSSSFA415- 40% discount 1st year	\$16.20
HSSSFA415- 20% discount 2nd year	
HSSSFA415- Full AP Fee 3rd year	

2. **Training materials, equipment and supplies may be purchased at [www.ShopStaywell.com](http://www.ShopStaywell.com) and [www.RedCrossStore.org](http://www.RedCrossStore.org).**
3. **Special billing or payment instructions (Optional):** Preferred method of payment is to be invoiced.
4. **Additional Services (Optional):**

**APPENDIX B**

**Authorized Provider Instructors**

Instructors who will be teaching for your company/organizations should be listed below. Each instructor should have a profile in the American Red Cross Learning Center which includes contact information including email, address, phone and current instructor certifications.

<b>Instructor Name</b>	<b>Learning Center Username</b>	<b>Email Address Phone Number</b>	<b>Current Instructor Certification</b>
Jane Bockhacker		jane_bockhacker@fsd.k12.ca.us 714/447-7502	
Susan Cravello		auan_cravello@fsd.k12.ca.us 714/447-7502	
Nancu Rader		nancy_rader@fsd.k12.ca.us 714/447-7502	

APPENDIX C

FACILITY LOCATIONS

Please list each facility at which course will be taught including a physical address, a contact name and contact information.

Facility Name and Address	Contact Name	Phone Number Fax Number Email Address
Fullerton School District 1401 W. Valencia Drive Fullerton, CA 92832	Susan Cravello	714-447-7502 714-447-7793 Fax susan_cravello@fsd.k12.ca.us



CONSENT ITEM

**DATE:** October 9, 2012

**TO:** Board of Trustees

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

**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent

**SUBJECT:** **ADOPT RESOLUTION #12/13-12 APPROVING PARTICIPATION IN *THE GREAT SHAKEOUT DRILL* ON OCTOBER 18, 2012 AT 10:18 A.M. AS FULLERTON SCHOOL DISTRICT CONTINUES TO PROVIDE A SAFE LEARNING AND WORKING ENVIRONMENT FOR ALL STUDENTS AND STAFF**

Background: Fullerton School District is located in North Orange County and the area is known to be subject to earthquakes, fire, flooding, and other potential disasters. It is impossible to predict when a natural disaster might occur or the extent to which it will affect an area. With careful planning and practice of emergency response plans, it is possible to minimize the effect and loss that might occur as a result of an emergency or disastrous situation.

Fullerton School District has participated in *The Great ShakeOut Drill* for the past several years. This year's *Great ShakeOut Drill* is being held on Thursday, October 18, 2012.

Rationale: Every day, parents and guardians send their children to Fullerton School District school sites feeling confident that they are leaving their children in safe hands. The priority of the District and its Board of Trustees is to provide a safe learning and working environment for all students and staff. To this end, the Board of Trustees recognizes that all District staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and events that might threaten their safety. Participation in *The Great Shake Out Drill* gives District staff and students the opportunity to practice their plans in the event that an earthquake should occur during school hours.

Funding: Not applicable.

Recommendation: Adopt Resolution #12/13-12 approving participation in *The Great ShakeOut Drill* on October 18, 2012 at 10:18 a.m. as Fullerton School District continues to provide a safe learning and working environment for all students and staff.

MH:KI  
Attachment

FULLERTON SCHOOL DISTRICT

**RESOLUTION #12/13-12 APPROVING PARTICIPATION IN *THE GREAT SHAKEOUT DRILL* ON OCTOBER 18, 2012 AT 10:18 A.M. AS FULLERTON SCHOOL DISTRICT CONTINUES TO PROVIDE A SAFE LEARNING AND WORKING ENVIRONMENT FOR ALL STUDENTS AND STAFF**

WHEREAS, Fullerton School District recognizes that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storms, drought, heat wave, or dam failure and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the Fullerton School District, the City of Fullerton, and the entire Orange County region; and

WHEREAS, Fullerton School District has a responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

WHEREAS, the protection of Fullerton School District employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

WHEREAS, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community – individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

WHEREAS, by participating in *The Great ShakeOut Drill* on October 18, 2012, Fullerton School District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, by supporting *The Great ShakeOut Drill*, Fullerton School District can utilize the information on [www.ShakeOut.org](http://www.ShakeOut.org) to educate its staff, students, and parent community regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills.

NOW, THEREFORE BE IT RESOLVED THAT:

The Board of Trustees for Fullerton School District hereby approves participation in *The Great ShakeOut Drill* hereto by taking time to recognize and acknowledge the importance of preparing the District for the purposes of continuing to provide a safe learning and working environment for all student and staff.

Signed this 9th day of October 2012 by:

---

Hilda Sugarman, President

CONSENT ITEM

**DATE:** October 9, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE STUDENT TEACHING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CONCORDIA UNIVERSITY EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

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

Concordia University is committed to providing quality educators to the community and wishes to partner with Fullerton School District to place student teachers with master teachers employed by the District. Teachers assigned with a secondary, full-time assignment will be compensated at a rate of \$300.00 for each full-time student per semester. Teachers assigned to an elementary 8-week assignment will be compensated at a rate of \$150.00 for each full-time student. Master Teachers will also receive an additional \$50.00 for attending University sponsored Cooperating Teacher Training and Orientation.

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

Funding: Not applicable.

Recommendation: Approve Student Teaching Agreement between Fullerton School District and Concordia University effective January 1, 2013 through December 31, 2016.

MLD:nm  
Attachment

# Concordia University

of Irvine, California

## AGREEMENT

THIS AGREEMENT entered into this first day of January, 2013, by and between  
Concordia University of Irvine, California, hereinafter called the University, and  
*Fullerton School District*

here in after called the District:

## WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions; and

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

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

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

## GENERAL TERMS

1. "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of district employees holding valid credentials issued by the State of California, Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.
2. The district shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students of the University possessing valid preliminary certificates and assigned by the University to student teaching in schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.
3. If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teacher, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the District may be pursued.
4. Cooperating teachers agree to (a) participate in training to develop and maintain the skills needed to work effectively with student teachers, including the provisions of SB2042; (b) provide a model for the student teacher by demonstrating effective teaching strategies on a regular basis; (c) develop a plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skills in delivering the curriculum; (d) keep the site principal and university supervisor informed of the student teacher's progress; (e) meet with the university supervisor periodically to

discuss the student teacher's progress; and (f) complete and submit documentation and evaluations as required by the University. Site principals, in consultation with the District, will assign cooperating teachers. Student teachers will be matched with cooperating teachers by site principals and University Director of Student Teaching.

5. The University will pay cooperating teachers a stipend at the completion of each semester or quarter. The University determines the rate, as set forth in Attachment A. The University will make such payment to the district unless otherwise authorized by the district. In the event the University terminates the assignment of a student teacher for any reason, the cooperating teacher shall receive payment on account of such student teacher for time spent working with the student teacher. If a student teacher is reassigned to another cooperating teacher, this shall be considered for payment purposes as an entirely new and separate assignment.
6. The University will assign a supervisor to work with the cooperating teachers and student teachers at District schools. The University supervisor will (a) work in concert with the cooperating teacher and the site principal in the supervision of the student teacher; (b) communicate regularly with the cooperating teacher to discuss the student teacher's progress; (c) monitor the quality of the match between the cooperating teacher and the student teacher and notify the principal and University Director of Student Teaching if there is a mismatch; (d) provide regular written and oral feedback to the student teacher about his or her progress and inform the cooperating teacher about the nature of this feedback; and (e) compile a written evaluation of the student teacher at the end of the semester or quarter.
7. Student teachers holding 30-day substitute permits may substitute for their cooperating teacher (if District policy permits) when (a) he/she is out ill; (b) when it is determined by the principal that this is in the best interest of the students in the classroom as well as the

student teacher; (c) only after the first four (4) weeks of the first assignment; and (d) the student teacher is paid. Substitute teaching days are to be counted toward student teaching days.

8. The terms of this agreement shall commence on the first day of January, 2013, and shall continue through December 31, 2016 or until amended as provided in Section 9 of the agreement.
9. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, altered, changed, or amended in writing by mutual consent of the parties hereto.
10. Notwithstanding any other provisions of this agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and, further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.
11. Each of the parties to this agreement agrees to indemnify, defend, and hold harmless the officers, agents, and employees of the other from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing and resulting to any person, firm or corporation who may be injured or damaged by the actions arising directly out of the work to be performed pursuant to this agreement. If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be

entitled to reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

12. The University shall maintain in full force and effect, at its sole expense, Workers' Compensation and University's liability insurance in a form and amount of one million dollars covering the University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
13. The University shall provide the District with 30 days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District with a certificate of insurance at the District's request.
14. The University shall establish a procedure acceptable to the District to ensure that student teachers assigned to the District are informed regarding an educator's responsibilities to report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.



**EXECUTION**

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (b) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (c) shall be construed and enforced in accordance with the laws of the State of California, and (d) has been executed at Irvine, California as of the last date set forth below. In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives.

**University:**

**Fullerton School District:**

By: Mary Scott, Ph.D.  
(Signature)

By: \_\_\_\_\_  
(Signature)

Dr. Mary Scott  
Provost  
Concordia University  
1530 Concordia West  
Irvine, CA 92612  
949-214-3203

\_\_\_\_\_  
(Name typed or printed)

\_\_\_\_\_  
Title

Date: 9/12/12

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

ATTACHMENT A

**University Name:** Concordia University  
1530 Concordia West  
Irvine, CA 92612

**Rate of Pay for Cooperating Teachers:**

Elementary = \$150\* per 8 week assignment

Secondary = \$300\* per semester

\*Additional \$50 for attending University sponsored Cooperating Teacher Training and Orientation

**Student Teacher Assignment Time Period:**

Elementary = 5 full days per week for 8 weeks  
(Two 8 week assignments – one in K-2 and one in 3-5 make up the entire experience)

Secondary = 5 full days per week for a semester  
(3 periods of teaching and one period of observation per day)

CONSENT ITEM

**DATE:** October 9, 2012

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

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

**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2012 - SEPTEMBER 30, 2012)

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

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2012 – September 30, 2012).

MLD:nm  
Attachment

## 2012-2013 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

**District:** Fullerton School District

**Person completing this form:** Nina Mota

**Title:**

- |                                     |            |                                |                                       |
|-------------------------------------|------------|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 to September 30, 2012   | <b>Report due by October 31, 2012</b> |
| <input type="checkbox"/>            | Quarter #2 | October 1 to December 31, 2012 | <b>Report due by January 31, 2013</b> |
| <input type="checkbox"/>            | Quarter #3 | January 1 to March 31, 2013    | <b>Report due by April 30, 2013</b>   |
| <input type="checkbox"/>            | Quarter #4 | April 1 to June 30, 2013       | <b>Report due by July 31, 2013</b>    |

Date information will be reported publicly at governing board meeting: October 9, 2012

**Please check the box that applies:**

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

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

Print name of Superintendent: Robert Pletka, Ed.D.

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

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

**Please submit to:**

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

CONSENT ITEM

**DATE:** October 9, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** **ADOPT RESOLUTION #12/13-09 PROCLAIMING OCTOBER 18, 2012, AS “LIGHTS ON AFTER SCHOOL DAY” FOR THE FULLERTON SCHOOL DISTRICT**

Background: Lights On After School is a national celebration of after school programs and promotes the critical importance of quality after school programs in the lives of children, their families and their communities. This year, “Lights On After School Day” is October 18, 2012.

Rationale: More than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school. The Fullerton School District After School Programs service 19 school sites with 1,800 school-age students attending on a daily basis.

Funding: Not applicable.

Recommendation: Adopt Resolution #12/13-09 proclaiming October 18, 2012, as “Lights On After School Day” for the Fullerton School District.

MD:MC:ln  
Attachment

**FULLERTON SCHOOL DISTRICT**  
RESOLUTION #12/13-13-09  
PROCLAIMING OCTOBER 18, 2012 AS  
LIGHTS ON AFTER SCHOOL DAY

WHEREAS, the Fullerton School District stands firmly committed to quality after school programs and opportunities because they:

- provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural and academic skills;
- support working families by ensuring their children are safe and productive after the regular school day ends;
- build stronger communities by involving our students, parents, business leaders and adult volunteers in the lives of our young people, thereby promoting positive relationships among children, youth, families and adults; and
- engage families, schools and diverse community partners in advancing the welfare of our children;

WHEREAS, Fullerton Parks & Recreation, Fullerton School District, Fullerton Boys & Girls Club, and the North Orange County YMCA have provided significant leadership in the area of community involvement in the education and well-being of our youth and grounded in the principle that quality after school programs are key to helping our children become successful adults;

WHEREAS, Lights On After School, a national celebration of after school programs, promotes the critical importance of quality after school programs in the lives of children, their families and their communities;

WHEREAS, more than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school;

WHEREAS, many after school programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights;

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim

THURSDAY, OCTOBER 18, 2012, AS LIGHTS ON AFTER SCHOOL DAY.

We enthusiastically endorse Lights On After School and commit our school community to engage in innovative after school programs and activities that ensure the lights stay on and the doors stay open for all children after school.

Signed this 9<sup>th</sup> day of October, 2012 by:

---

Hilda Sugarman, President

CONSENT ITEM

**DATE:** October 9, 2012

**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 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DANIELA ARBIZZI FOR EARLY CHILDHOOD EDUCATION CONSULTANT SERVICES AT ORANGETHORPE AND VALENCIA PARK SCHOOLS BETWEEN OCTOBER 15, 2012 AND JANUARY 19, 2013**

Background: The Fullerton School District State Preschool Programs serve 336 children. For many parents and children, this is their first experience in a school setting. Further, many of the families speak a language other than English. Language and literacy is a primary component of these programs.

Rationale: Consultant services will include: mentoring preschool teachers and developing indoor and outdoor environments and documentation that reflects different approaches to ensure individual learning needs. This aligns to best practices in Early Childhood Education as defined by the National Association for the Education of Young Children.

Funding: Cost not to exceed \$4,000.00 and is to be paid from Child Development budget #310.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Daniela Arbizzi for Early Childhood Education Consultant Services at Orangethorpe and Valencia Park Schools between October 15, 2012 and January 19, 2013.

MLD:MC:ln  
Attachment

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Daniela Arbizzi, 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: **mentoring preschool teachers; and developing indoor and outdoor environments and documentation that reflects different approaches to ensure individual learning needs are met at Orangethorpe and Valencia Park Schools**. Services shall be provided by **Daniela Arbizzi**.

2. Term. Contractor shall commence providing services under this Agreement on **October 15, 2012**, and will diligently perform as required and complete performance by **January 19, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Four Thousand** Dollars (**\$4,000.00**). 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: **Not Applicable**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that 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:  
(Name) Daniela Arbizzi  
(Address) On File  
(City, State, Zip) On File  
(Attn):

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 9<sup>th</sup> DAY OF October, 2012.

FULLERTON SCHOOL DISTRICT

Daniela Arbizzi  
**Contractor Name**

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

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

Daniela Arbizza  
**Typed Name**

Contractor  
**Title**

On File  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** October 9, 2012

**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 OUT-OF-STATE CONFERENCE FOR OPAL SCHOOL VISITATION DAYS 2013 ON JANUARY 30-31, 2013, IN PORTLAND, OREGON, FOR AMANDA SEGOVIA HALE, NANCY KARCHER, LINDA JIMENEZ-MARTINEZ, MAGGIE HERNANDEZ, AND JENNIFER BRADLEY**

Background: The Portland Children’s Museum is hosting Opal School Visitation Days 2013, which is designed for all educators who wish to advance their knowledge of the Reggio Emilia approach. Opal School is a public preschool – 5<sup>th</sup> grade, multi-age classroom, located within the Portland Children’s Museum.

Rationale: Attendees will observe Opal School classrooms instructional approaches and inquiry-based learning through the arts and sciences. In addition, staff will dialogue with Opal School staff on approaches to teaching and learning that invite playful inquiry into the classroom to challenge and engage young minds as 21<sup>st</sup> Century Learners. Orangethorpe School Principal, Teacher, Preschool Teacher, Child Development Services Supervisor, and After School Program Site Lead will share and utilize information with Orangethorpe School teachers and Child Development Services preschool teachers and staff.

Funding: Cost not to exceed \$3,815.00 and is to be paid from Child Development budgets #085 and #310.

Recommendation: Approve out-of-state conference for Opal School Visitation Days 2013 on January 30-31, 2013, in Portland, Oregon, for Amanda Segovia Hale, Nancy Karcher, Linda Jimenez-Martinez, Maggie Hernandez, and Jennifer Bradley.

MLD:MC:ln

CONSENT ITEM

**DATE:** October 9, 2012

**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-B016 THROUGH 12/13-B022 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-B016 through 12/13-B022 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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$374,510 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8550	Mandated Cost Reimbursements	\$375,326
8590	All Other State Revenue	-1,016
8699	All Other Local Revenue	200
	Total:	<u>\$374,510</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$296,278
2000	Classified Salaries	-16,024
3000	Employee Benefits	-60,671
4000	Books and Supplies	385,220
5000	Services & Other Operating Expenses	-8,409
7000	Other Outgo	-34,201
9789	Designated for Economic Uncertainties	404,873
	Total:	<u>\$374,510</u>

Explanation: This Resolution reflects an increase to revenue for the new Mandate Block Grant now funded on Average Daily Attendance (ADA), a slight decrease to the Instructional Materials K-8 program, and 2011/12 carryover for various programs including SSOAR, Student Library Improvement Program (SLIP), Supplemental Grant Support, and GATE. It also includes adjustments to project estimated expenditures in the unrestricted General Fund.

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

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

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



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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$964,135 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8181	Special Education – Entitlement per UDC	\$272,051
8290	All Other Federal Revenue	692,084
	Total:	<u>\$964,135</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$230,727
2000	Classified Salaries	35,311
3000	Employee Benefits	81,970
4000	Books and Supplies	2,451,766
5000	Services & Other Operating Expenses	-1,917
7000	Other Outgo	38,847
9789	Designated for Economic Uncertainties	-1,872,569
	Total:	<u>\$964,135</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for the 2012/13 Special Education IDEA funding, Title I Basic Grant, and 2011/12 carryover for various grants and programs including Title I, Title III LEP, Economic Impact Aid, and donations to school sites. It also includes adjustments to project estimated expenditures in the restricted General Fund.

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

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

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

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

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

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$6,001
2000	Classified Salaries	-4,000
3000	Employee Benefits	27,462
4000	Books and Supplies	16,151
5000	Services & Other Operating Expenses	-2,822
7000	Other Outgo	2,262
9780	Other Designations	-33,052
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to Fee Based Childcare programs to project estimated expenditures in the Child Development Fund.

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

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

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

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

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

**DEFERRED MAINTENANCE FUND 14**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$2,500
5000	Services & Other Operating Expenses	-2,500
	Total:	\$0

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

**Explanation:** This Resolution reflects adjustments to project estimated expenditures in the Deferred Maintenance Fund.

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

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

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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$41,146 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**BUILDING FUND 21**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8979	All Other Financing Sources	-\$41,146
	Total:	-\$41,146

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
6000	Capital Outlay	-\$41,146
	Total:	-\$41,146

**Explanation:** This Resolution reflects a reduction to revenue and expenditures for the GASB 34 disclosure entries for Laptop computers in the Building Fund.

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

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

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

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

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

**CAPITAL FACILITIES FUND 25**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$1,563
6000	Capital Outlay	-1,563
	Total:	\$0

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

**Explanation:** This Resolution reflects adjustments to project estimated expenditures in the Capital Facilities Fund.

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

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

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

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

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$1,029
6000	Capital Outlay	-1,029
	Total:	\$0

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

**Explanation:** This Resolution reflects adjustments to project estimated expenditures in the Capital Outlay Projects Fund.

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

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

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

CONSENT ITEM

**DATE:** October 9, 2012

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

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

**PREPARED BY:** Larry Lara, Director, Maintenance, Operations & Facilities

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ADVTECH ENVIRONMENTAL, INC., FOR SITE CLOSURE ELIGIBILITY DETERMINATION AND ADDITIONAL WORK AS REQUIRED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, EFFECTIVE OCTOBER 10, 2012 THROUGH JUNE 30, 2013**

Background: As a result of the removal of a leaky underground storage tank in 1988, the District engaged in groundwater monitoring and reporting. This monitoring indicated a need for soil remediation beginning in 2010. After more than two years of soil remediation work, the quantities of contaminants being removed have led the California Regional Water Quality Control Board (RWQCB) to direct the District to engage in new soil analysis which may result in site closure or continued efforts, including additional site work. ADVTECH Environmental, Inc., is a qualified firm that provides a competitive fee schedule. The District is currently a claimant on the State Underground Storage Tank Cleanup Fund and is being reimbursed for the majority of the costs associated with the soil remediation work.

Rationale: The State Water Resources Control Board is requiring the District to engage in new soil analysis which will determine if the site can be closed to further action or continue remediation, including additional site work. The scope of work proposed by ADVTECH Environmental, Inc., is to develop a closure plan subject to RWQCB approval, subsequent soil analysis, and install an estimated number of new wells if required.

Funding: The cost for these services from the Routine Maintenance Fund (01) is not to exceed \$24,300.00.

Recommendation: Approve Independent Contractor Agreement between the Fullerton School District and ADVTECH Environmental, Inc., for site closure eligibility determination and additional work as required by the California Regional Water Quality Control Board, effective October 10, 2012 through June 30, 2013.

SH:LL:mm  
Attachments

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and ADvTech Environmental, Inc., 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: **Site Closure Eligibility Determination as described in CONTRACTOR's Proposal dated June 10, 2012.** See Attachment "A". Services shall be provided by **Michael Shiang**.

2. Term. Contractor shall commence providing services under this Agreement on **October 10, 2012**, and will diligently perform as required and complete performance by **June 30, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty-Four Thousand, Three Hundred Dollars (\$24,300.00)**. 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:

[ADvTech Environmental, Inc.](#)  
[632 South Azusa Avenue](#)  
[West Covina, CA 91791](#)  
[Attn: Michael E. Shiang](#)

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 9th DAY OF October 2012.

FULLERTON SCHOOL DISTRICT

By:

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

**AdvTech Environmental, Inc.**  
(Contractor Name)

By:

\_\_\_\_\_  
Signature

**Michael E. Shiang**  
(Typed Name, Title)

**On File**  
Taxpayer Identification Number



June 10, 2012

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

**Attention: Mr. Larry Lara**  
Director of Maintenance, Operations and Facility Services

**Subject: Funding Request - Site Closure Eligibility Determination**  
**Fullerton School District Maintenance Facility**

Dear Mr. Lara:

ADvTECH submits this cost estimate to assist the Fullerton School District (FSD or District) in conducting a series of steps in determining site closure eligibility as required by the California Regional Water Quality Control Board - Santa Ana Region (RWQCB), for the former Underground Storage Tank (UST) area at the FSD maintenance facility in Fullerton, CA. The tasks proposed herein are a result of discussions and review of the on-going site remedial efforts with the RWQCB. These proposed steps will provide the necessary quantitative data to the RWQCB in determining if the current site conditions are eligible for and warrant site closure.

As previously reported to the District, a low risk – low threat closure approach may be possible as soil vapor concentrations have continued to decline in the vapor wells. While there is concern over “voids” or “dead spots” that may be present with our current well configuration, the RWQCB requests that appropriate steps be taken to evaluate closure eligibility. These steps would include: Closure Plan Preparation, Field Sampling/Drilling for Confirmation Sampling, Analytical Testing, and Reporting. If the results of soil testing are negative, then further appropriate steps would be taken to apply for site closure. On the other hand, should soil testing reveal residual TPH-impacted soils above regulatory thresholds, then contingency for the installation of additional vapor wells and continued vapor extraction would be mandated. In this case, the SVE operations would continue to run for the foreseeable future. The program estimated costs can be broken down as follows:

- **Closure Plan – Soil Confirmation Sampling** - requires development of a written plan for soil confirmation sampling, location and depth of samples to be collected. The field sequence of steps and soil chemical testing requirements for soil confirmation sampling and testing will be outlined. This Closure Plan needs to be submitted to and approved by the RWQCB prior to implementation.
- **Contingency Plan Activities – Additional Vapor Well Installation** - to fulfill the lead agency’s permit requirements if it is determined that further soil impacts discovered during this soil confirmation sampling program require mitigation.



A brief description of each task is provided below.

### **I. Closure Plan – Soil Confirmation Sampling**

As mentioned above, a Closure Plan would be developed and submitted to the lead agency for approval. Once approved, drilling permits and a licensed-contractor will be retained to assist in the conduct of the sampling. The soil samples will be submitted to the contract laboratory following applicable guidelines and strict chain-of-custody protocols. The location, depth and number of borings will be outlined in this plan.

All soil analytical results will be submitted in a final summary report for review by the agency. Should the results be negative, then steps would be taken to initiate closure of the site. If residual contamination remaining in the subsurface soil is above the regulatory threshold, then alternative steps would be taken to satisfy a contingency plan for additional vapor wells. The infrastructure and need for on-going compliance monitoring for supplemental wells is not incorporated into this cost proposal. This would be addressed at a later date, as the final number of wells to be added is unknown at this time, if any wells are needed at all. These steps would be taken only in the event that the site, based on the newly collected data, is deemed ineligible for closure at this time.

### **II. Contingency Plan – Additional Vapor Wells and Infrastructure**

Despite active soil remediation through SVE thermal/catalytic-oxidation and carbon treatment, further extraction may be needed due to the “tight” formation in which the existing vapor wells are situated. The RWQCB may require continued extraction in new areas to achieve the cleanup threshold established in the Remedial Action Workplan. While it is evident that the concentrations of the soil vapors in the existing vapor wells have been reduced significantly; confirmation soil samples in-between these locations may show otherwise. If soil TPH-impacts is still present in the formation, then contingency steps would be taken as warranted and additional vapor wells will be installed.

Again, the final number and location of additional vapor wells is unknown at this time. However, for cost estimate purposes, it is assumed that three additional wells would be needed. With this outcome being a strong possibility, we can estimate the costs for the three vapor wells to be installed at this time. This number would be adjusted at a later time should more or less wells be needed.

Again, the costs for above ground surface tie-ins to the SVE system and on-going O&M and Testing/Reporting will be determined at a later time. This is dependent on the final number of wells required to further abate the subsurface contamination.



## Projected Cost Estimates

ACTIVITY	ADvTECH		Subcontractor	Total Estimated Cost
	Labor	Expenses		Total
<b>Closure Plan – Soil Confirmation Sampling</b>				
Closure Plan Preparation	\$1,600	\$200		\$1,800
Field Sampling/Drilling Program	800	100	\$3,300	4,200
Analytical Testing			2,200	2,200
Reporting/Meetings	2,500	250		2,750
<i>Subtotal:</i>				\$10,950
<b>Contingency Plan - Additional Vapor Wells and Infrastructure</b>				
Vapor Wells Installation (3 wells)	1,200		4,700	5,900
Field/Fixed-Based Lab Vapor Testing	1,500	200	3,200	4,900
Reporting and Compliance Testing	1,000	150		1,150
Waste Disposal			400	400
<i>Subtotal:</i>				\$12,350
Project Management/Meetings <i>Subtotal:</i>	1,000			\$1,000
<b>ESTIMATED COST</b>				<b>\$24,300</b>

Therefore, the **TOTAL COST** request for this program is **\$24,300**. Of the total amount, \$12,350 is attributed to the contingency plan should contamination still be present above the regulatory compliance threshold, otherwise these fund may not be needed.

## Cost Estimate Assumptions

- Only costs for additional vapor wells (up to 3 wells) have been provided herein. The cost for the infrastructure (above ground piping, manifold reconfiguration, vapor sampling and analytical costs) is not included in this cost estimate.
- FSD District personnel will be responsible for signatures on all waste manifests, if waste materials need to be disposed of off-site.
- Any additional permits, other than the system operational permit, are **not** included herein. Also, remedial operation assumes that AQMD will continue to accept the existing vendors SVE-200 Variable Locations Permit through July 2012. Should AQMD require a facility permit from FSD prior to this time, this cost estimate would be a separate line item.





- The carbon in the primary 1,000-lb carbon vessel will typically be changed twice per year based on the existing concentrations. While the primary vessel is being serviced, the secondary vessel will become the primary vessel and thus, only two of the three vessels will require carbon change-out at any given time. However, with potentially adding other vapor wells to the system, the carbon may require more frequent servicing depending on field conditions. Additional carbon change outs for the year, beyond 2 provided in the O&M contract are not included herein.
- It is acknowledged that should the need for other vapor wells on the property be required by the lead agency, they would be constructed in a similar manner as the existing wells.
- Costs for site demolition and removal of all equipment, piping, wells, etc., have **not** been included herein. Such costs would be provided once closure status has been achieved.

### CLOSING

ADvTECH looks to work closely with the District and the lead agency in further establishing the site closure eligibility. The anticipated overall regulatory process will in fact lead toward achieving the required clean-up standard in a shorter time frame, thus reducing the overall costs of clean-up. It is understood that based on the results of this proposed soil confirmation sampling activities, the lead agency will determine whether additional subsurface investigations or remediation are warranted or the site is eligible for closure.

ADvTECH appreciates the opportunity to submit this projected cost estimate associated with District's environmental compliance program. Should you have any questions, please do not hesitate to call me at (626) 339-3234.

Respectfully Submitted,  
ADvTECH Environmental, Inc.

*Michael E. Shiang*

Michael E. Shiang, R.G., C.Hg.  
Principal  
Director of Environmental Services

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CONSENT ITEM

**DATE:** October 9, 2012

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #12/13-10 APPROVING AN INCREASE IN THE WORKERS' COMPENSATION TRUST ACCOUNT AT OPUS BANK FROM \$50,000.00 TO \$100,000.00**

Background: Fullerton School District became self-insured for Workers' Compensation losses on July 1, 1991. The District retains the services of York Insurance Service Group to administer claims and, throughout the year, settlement checks are paid from the Workers' Compensation Trust account at Opus Bank in Fullerton. Once a month, the District replenishes the account in order to make funds available for the following month's settlement claims. Since the account has been established, it has maintained an imprest balance of \$50,000.00.

Rationale: The claim activity in the Workers' Compensation Trust account varies from month to month and during certain times of the year, the account balance runs low. In order to efficiently pay out claims and maintain a sufficient balance in the account, the District requests approval to increase the balance to \$100,000.00.

Funding: There is no cost to the District to increase the Workers' Compensation Trust account.

Recommendation: Adopt Resolution #12/13-10 approving an increase in the Workers' Compensation Trust account from \$50,000.00 to \$100,000.00.

SH:BS:gs  
Attachment

**FULLERTON SCHOOL DISTRICT  
ADOPT RESOLUTION #12/13-10  
APPROVE AN INCREASE IN THE WORKERS' COMPENSATION TRUST ACCOUNT AT OPUS  
BANK FROM \$50,000.00 TO \$100,000.00**

WHEREAS, the Fullerton School District operates a trust cash account within Fund 68—Self-Insurance Workers' Compensation Fund;

WHEREAS, the District contracts with York Insurance Services Group to process settlement claims from the Workers' Compensation Trust account;

WHEREAS, the amount in the account is limited to a sum sufficient as determined by the governing board to provide for the settlement of Workers' Compensation claims, and that amount is determined to be \$100,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the governing board authorizes the increase of the Workers' Compensation Trust Account to \$100,000.00.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 9th day of October 2012, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN \_\_\_\_\_

Attest:

\_\_\_\_\_  
Hilda Sugarman, President, Board of Trustees

\_\_\_\_\_  
Clerk/Secretary of the Board

DISCUSSION/ACTION ITEM

**DATE:** October 9, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** **ADOPT RESOLUTION #12/13-11 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2012/2013**

Background: *Education Code Section 60119 and California Code of Regulations, Title 5, Section 9531(c)* require local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 28, 2012, at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School, Nicolas Jr. High School, and Parks Jr. High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #12/13-11 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2012/2013.

JM:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
BOARD OF TRUSTEES

RESOLUTION #12/13-11 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL  
MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL  
MATERIALS FOR 2012/2013

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of text books and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teacher and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State board of those subjects, and

WHEREAS, a public hearing was held on October 9, 2012, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum frame work adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program and Intensive Intervention,
- (v) Visual & Performing Arts.

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR, Title 5, Section 9531(c)*.

WHEREAS, between the 2008/2009 through the 2012/2013 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course

within the Fullerton School District / Orange County Department of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle.

NOW, THEREFORE BE IT RESOLVED, that the governing board makes the determination that each pupil of the District, has available sufficient textbooks and instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2012/2013 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2012/2013 school year, that the governing board of the Fullerton School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade eight has been provided with a standards-aligned textbook or basic instructional materials purchased from the approved standards-aligned adoption list in the areas of history/social science, mathematics, reading/language arts, science, and to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board of Trustees at the regular meeting thereof held on the 9th day of October 2012, and passed by a \_\_\_\_\_ vote of said Board of Trustees.

IN WITNESS WHEREOF this 9th day of October 2012.

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Hilda Sugarman, President  
Fullerton School District

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Robert Pletka, Ed.D., Secretary  
Fullerton School District

Resolution: #12/13-11

9/25/12nm

DISCUSSION/ACTION ITEM

**DATE:** October 9, 2012  
**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 OCTOBER 15, 2012 THROUGH JUNE 30, 2013**

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 2012/2013 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 \$16,700.00 to be paid with School and Library Improvement Program (SLIP) funding, Budget #304.

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 October 15, 2012 through June 30, 2013.

MD:nm  
Attachment

## 2012-2013 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 **October 15, 2012**, and will diligently perform as required and complete performance by **June 30, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Sixteen Thousand Seven Hundred Dollars (\$16,700.00)**. 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: **Not Applicable**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that 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)**

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 9th DAY OF October, 2012.

FULLERTON SCHOOL DISTRICT

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

**Glenda Thompson**  
Contractor Name

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

**Glenda Thompson**  
Typed Name

\_\_\_\_\_  
Title

**On File**  
Taxpayer Identification Number