

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, October 9, 2012  
5:00 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 5:02 p.m., and Dr. Robert Pletka led the pledge of allegiance. The Board recessed to Closed Session at 5:03 p.m.

Board Members present: 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 6:00 p.m. and Sherry Dustin (Principal at Parks Junior High School) led the pledge of allegiance. President Sugarman reported that in Closed Session, the Board approved (4-0) the termination for Employee ID #3538 per Education Code 44932. In addition, she reported that in Closed Session, the Board approved the Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID #770755. The District agrees to reimburse to the Parents an amount not to exceed \$20,025.00 in Case No. SACV 12-00262-JST, made payable to “Champlin & Sciacca LLP” within sixty (60) days after execution of this Agreement by Parents and their counsel. District will use best efforts to have the payment processed within thirty (30) days, but cannot guarantee that timing.”

Introductions/Recognitions

Sherry Dustin gave a presentation regarding Parks Junior High School. Eric Mizutani (Assistant Principal at Parks Junior High School) shared about his personal experiences at Parks Junior High School. Dr. Pletka thanked Ms. Dustin and the entire staff at Parks Junior High School for the great job they are doing.

Public Comments

Michael Do, parent, expressed his concerns regarding an incident that occurred at his child’s school. Mr. Do stated his disappointment with District office personnel regarding the handling of the situation.

Information from DELAC, PTA, FETA, CSEA, and FESMA

DELAC- Denise Victoria introduced Wafa Saada who reported the first meeting of the school year was held on September 28<sup>th</sup> at Pacific Drive School where responsibilities were reviewed. Topics of discussion included: CELDT testing, Title III letters, and the STAR testing process. A needs assessment was conducted for the DELAC parents; upcoming meeting will be held on November 16<sup>th</sup> at Orangethorpe School where Dr. Craig Bertsch (Director of Administrative Services) will be discussing cyberbullying.

PTA– Vivien Moreno – She shared that September was a busy month for PTA with membership, budgets, fundraisers, books fairs, and community events. PTA is working hard to increase communication between the schools as they relate to projects. There is a new lice policy but PTA is looking into maintaining the same policy currently in place. Another issue PTA is addressing is dehydration and the effect on children. She reported that with the TDap (Pertussis) vaccination now being a requirement, the reported cases of infant deaths had decreased. The issue of vertical alignment between 8<sup>th</sup> graders and high school expectations is also being addressed by PTA. PTA supports the idea of not eliminating any more instructional days (furlough days).

FETA – Karla Turner – no report.

CSEA– Al Lacuesta – no report.

FESMA– Sherry Hoyt– She extended the invitation for the Joint OCSBA/ACSA Region 17 Dinner Meeting that will be held on October 24, 2012 at the Irvine Marriott.

### Superintendent's Report

Dr. Pletka reported the District is applying for the Race to the Top (RTTT) grant that could generate approximately \$30 million dollars. The RTTT grant could help fund technology and continue the differentiated learning for all students. He thanked Janet Morey (Assistant Superintendent of Educational Services), Robert Craven (Director of Technology and Media Services), and Crystal Turner (Director of Instructional Services) for their commitment and hard work for this grant. Dr. Pletka also thanked Mark Douglas (Assistant Superintendent of Personnel Services) for organizing the Marzano training for over 100 staff members, which included Principals and teachers. He attended the Needlework Guild Tea and thanked them for their ongoing support. Dr. Pletka announced a new Educational Technology Cohort for Principals. The idea is that each Principal will create a vision for technology and then apply that vision to their school site.

### Information from the Board of Trustees

Trustee Thornley– 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. She is looking forward to a great evening with everyone supporting the arts.

Trustee Thompson- no report.

Trustee Meyer- She congratulated the sites for a successful conference week. It is a great time for parents and teachers to get together and share. She attended the Marzano training on October 2, 2012. The MEBA Flu Clinic will be held on October 17<sup>th</sup> at the St. Jude Community Room in Yorba Linda from 1:00-6:00 p.m. She reminded everyone the “Lights on After School” event will be held on October 18<sup>th</sup> at the Fullerton Community Center at 5:00 p.m. Trustee Meyer will be attending the Fullerton Mayor’s Prayer Breakfast on October 19<sup>th</sup> at Hope International University. She is very excited to be attending the Orange County Teacher of the Year celebration on October 19<sup>th</sup> honoring Teresa Rossi at the Disneyland Hotel (Mrs. Rossi was previously a grade level partner with Trustee Meyer at Hermosa Drive School).

Trustee Berryman- not present.

President Sugarman – She was happy to report the Fullerton Technology Foundation wine-tasting fundraiser on October 25, 2012, at Café Hidalgo has been sold out; tickets can still be purchased for the Cabazon Charity Event at Cabazon Outlets on October 27, 2012 where 2/3 of the proceeds of tickets sales will go directly to the Fullerton Technology Foundation.

### Information Items

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

### Approve Minutes

Moved by Lynn Thornley, seconded by Janny Meyer and carried 4-0 to approve the minutes of the Regular meeting of September 27, 2012.

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

#### Consent Items

Moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0 to approve the consent items with revised Consent Item #1a. The Board commented on Consent Item #1b and #1n.

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

President Sugarman conducted a public hearing at 6:52 p.m. to allow for public comment regarding 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. Hearing no public comments, the public hearing was closed at 6:53 p.m.

#### 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.

It was moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0 to 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.

Dr. Pletka shared that Glenda Thompson will continue to provide coaching for a Principal as needed. It was

then moved by Lynn Thornley, seconded by Janny Meyer, and carried 3-1 (Trustee Thompson opposed) to 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

No requests.

Closed Session – Agenda:

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

The Board did not need to return to Closed Session.

Adjournment

President Sugarman adjourned the Regular meeting on October 9, 2012 at 7:04 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Thursday, October 23, 2012  
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 6:01 p.m., and Girl Scout Troop 2464 from Robert C. Fisler School led the pledge of allegiance.

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

Public Comments – Policy (see above)

Karla Turner, FETA President, commented that FETA has not taken a position regarding *Measure W* (this Measure will be on the ballot at the upcoming November election). Ms. Turner shared that various mailings supporting Measure W have been using the names and titles of several Fullerton School District Board of Trustee members.

President Sugarman indicated that the District recently sent a news release clarifying that the Fullerton School District and its Board of Trustees take no position on this measure as a District, however the Board feels it is necessary to assure the community that the District is fully prepared to deal well with any additional students who might come as a result of any new development within the City of Fullerton.

Information from PTA, FETA, CSEA, and FESMA

PTA– Vivien Moreno – She reported the PTA Council Executive Board meeting was held on October 23 where Dr. Pletka and Dr. Giokaris (Superintendent at the Fullerton Joint High School District) shared information with PTA presidents. She shared that PTA is requesting for the District to provide direction and “best practice” guidelines for Principals to apply to the formation of a school foundation. She is happy to hear about the vertical articulation between eighth grade Principals and high schools. PTA would like parent meetings held to share information about Common Core Standards before implementation. Mrs. Moreno expressed her concern regarding teaching of “study skills” at the middle school level.

FETA – Karla Turner – She distributed a copies of the September and October California Educator magazines to the Board and Executive Cabinet. The October edition of the magazine has a voter guide regarding the upcoming election. The September edition has several articles highlighting proposition issues. Several FETA members, CSEA members, and administration will be attending the Partnership Administration and Labor Retreat (PAL) on October 24 and 25, 2012. (This is the third consecutive year in which the District and staff members participate.). The PAL retreat helps strengthen collaboration. The District is also receiving Robert Marzano training that will help teachers and administrators develop a common language in establishing a new evaluation method.

CSEA– Al Lacuesta – no report.

FESMA– Sherry Hoyt– She reported the new date for the *Every Student Succeeding* reception- to be held on January 10, 2013.

Superintendent’s Report

Dr. Pletka had the joy of attending the All the Arts for All the Kids Artist Pin Auction on October 20, 2012. Sunset Lane School had a great Fall Festival and Pancake Breakfast on October 20; the Fullerton Police Department also had a great Open House on October 20; Dr. Pletka enjoyed attending all these events. He shared that the Lights On After School Program was a great success. Dr. Pletka congratulated Teresa Rossi (Fern Drive Teacher of the Year) and enjoyed attending the reception that honored Mrs. Rossi and Orange County Teachers of the Year on October 19.

Information from the Board of Trustees

Trustee Thornley– She shared that the District is saving funds by not having a Board of Trustee election in November. She has enjoyed attending the Open Houses and the All the Arts for All the Kids Artist Pin Auction.  
Trustee Thompson- He shared he was unable to attend the Artist Pin Auction due to a family commitment.

Trustee Meyer- She attended the Fall Festival and Pancake Breakfast at Sunset Lane School. She was delighted to attend the Artist Auction where she had the opportunity to buy a sculptured heart of her own. She wished everyone a great Red Ribbon week and a safe Halloween.

Trustee Berryman- She represented the Board at the Golden Bell award validation visit for Valencia Park School on October 4. She was very impressed with the *Young Scholars* program for which Valencia Park School was nominated.

President Sugarman – She stated the Artist Auction was fabulous. She thanked everyone who bought tickets for the Technology Foundation wine tasting fundraising event to be held on October 25. The event was sold out. She thanked Trang Lai (Principal at Robert C. Fidler School) and Pablo Diaz (teacher at Beechwood School) for their support in putting together the Fullerton Technology Foundation newsletter. President Sugarman sent information regarding vacation rental opportunities in which the Fullerton Technology Foundation receives a portion of the proceeds. She shared that some districts across Orange County still have after school programs for students. She reported the PTA reflections program is currently being held with many student projects being submitted. She spoke about the DELAC parent group at Nicolas Junior High School utilizing technology.

Trustee Thompson- He commented that it is a good idea to have discussion regarding the partnership and collaboration between a school PTA/PTSA and a school foundation.

#### Information Items

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

#### Approve Minutes

Moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve the minutes of the Regular meeting of September 28, 2012.

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

#### Consent Items

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

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 G22B0013 through G22B0015, G22C0027 through G22C0043, G22D0196 through G22D0230, G22M0082 through G22M0086, G22R0221 through G22R0260, G22V0050 through G22V0057, G22X0301 through G22X0313, and G22Y0044 through G22Y0045 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150221 through 150285 and open purchase orders numbered 150258 through 150260 and 150262 through 150279 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 84923 through 85169 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9202 through 9245 for the 2012/2013 school year.

1g. Approve/Ratify warrant number 1083 for the 2012/2013 school year (District 40, Van Daele).

1h. Approve/Ratify warrant number 1128 through 1129 for the 2012/2013 school year (District 48, Amerige Heights).

1i. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545-17555.

1j. Approve Agreement with the Ocean Institute for Outdoor Science School from October 24, 2012 through June 30, 2013.

1k. Approve Agreement with Camp High Trails for Outdoor Science School from October 24, 2012 through June 30, 2013.

1l. Approve Agreement with Pathfinder Ranch for Outdoor Science School from October 24, 2012 through June 30, 2013.

1m. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from October 24, 2012 through June 30, 2013.

1n. Approve Submission of the 2013/2014 Continued Funding Application for Child Care and Developmental Programs.

1o. Approve out-of-state conference for Opal School Visitation Days 2013 on January 30-31, 2013, in Portland, Oregon, for Randa Schmalfeld.

1p. Approve/Ratify Classified Personnel Report.

1q. Approve Independent Contractor Agreement between Fullerton School District and Renee Hill at Maple School for additional days of training beginning October 24, 2012 through June 14, 2013.

1r. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Matthew Malcolm Murray at Maple School for the 2012/2013 school year.

#### Public Hearing

President Sugarman conducted a public hearing at 6:40 p.m. to allow for public comment to appoint Board Representative to the Personnel Commission. Hearing no public comments, the public hearing was closed at 6:41 p.m.

#### Discussion/Action Items

2a. Appoint Board Representative to the Personnel Commission.

President Sugarman announced the four candidates that submitted their intent for the vacancy as the Board Representative to the Personnel Commission: Peter Fong, John McCarty, Janet McNeil, and Scott Stanford. Janet McNeil (Personnel Commission incumbent) and John McCarty (Personnel Commission applicant) addressed the Board (under public comments) on their qualifications and professional experiences. Mark Douglas, Assistant Superintendent of Personnel Services, shared the history of the Personnel Commission. The Board requested that for a future Personnel Commission vacancy the process of soliciting interested individuals begin three months before the term expires. The Board held discussion regarding the topic and it was then moved by Lynn Thornley, seconded by Janny Meyer and carried 4-1 (Thompson opposed) to appoint Janet McNeil as Board Representative to the Personnel Commission.

2b. Approve partnership between the Korean Business Committee, the Fullerton Sister City Organization, and Fullerton School District in support of a Korean Exchange Student Program.

Dr. Pletka introduced Ted Kim from the Korean Business Committee. Mr. Kim shared that the Korean Business Committee, along with the Sister City Organization, is seeking a partnership with the Fullerton School District for a Korean Exchange Student Program. Teachers would have the opportunity to volunteer to have Korean students participate in their classroom. Schools would have an opportunity for potential funds to be donated to participating sites through the Korean Student Exchange Program. It was then moved by Chris Thompson, seconded by Beverly Berryman and carried 5-0 to approve partnership between the Korean Business Committee, the Fullerton Sister City Organization, and Fullerton School District in support of a Korean Exchange Student Program.

## Administrative Reports

### 3a. Fullerton School District 2011-2012 STAR Results

Janet Morey, Assistant Superintendent of Educational Services, shared information regarding the District's 2011/2012 STAR Results. Sung Chi, Coordinator of Educational Services, presented a comprehensive report regarding the District's 2011/2012 STAR Results. Laura Rydell, Director of Student Support Services, explained the tests available for students with disabilities. Sue Albano, Director of Educational Services, shared information regarding Program Improvement. Denise Victoria, Educational Services Coordinator, reviewed information regarding English Learners.

### 3b. First Reading of Revised Board Policy 1312.3- Uniform Complaint Procedures (UCP).

Mark Douglas, Assistant Superintendent of Personnel Services, shared this is the first reading of Revised Board Policy 1312.3- Uniform Complaint Procedures (UCP). Due to changes in legislature pertaining to anti-bullying, the District is modifying this Board Policy. Language in the revised Board Policy is derived from the California Department of Education's Categorical Programs Complaints Management Office. It is anticipated that the Board will take action in approving this Board Policy at its November 14, 2012 Board meeting.

## Discussion Item

- Race to the Top Grant Application

Janet Morey, Assistant Superintendent of Educational Services, introduced Robert Craven (Director of Technology and Media Services) and Crystal Turner (Director of Instructional Services). Mr. Craven and Mrs. Turner presented an overview of the Race to the Top District grant.

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

No requests.

## Adjournment

President Sugarman adjourned the Regular meeting on October 23, 2012 at 8:23 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Wednesday, November 14, 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:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Public Comments – Policy (see above)

Introduction/Recognitions

- Richman School Report
  
- Robert C. Fislser School
  - Apple Distinguished School
  
- Valencia Park School
  - Apple Distinguished Program - I AM Learning Project and The Young Scholars After School Program
  - CSBA Golden Bell Award - The Young Scholars After School Program

Information from 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 October 9, 2012 and October 23, 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 G22B0016 through G22B0019, G22C0044 through G22C0068, G22D0231 through G22D0321, G22M0087 through G22M0104, G22R0261 through G22R0348, G22S0007, G22V0059 through G22V0070, and G22X0314 through G22X0327 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150286 through 150324 for the 2012/2013 school year

1e. Approve/Ratify warrants numbered 85170 through 85436 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9246 through 9296 for the 2012/2013 school year.

1g. Adopt Resolutions numbered 12/13-B023 through 12/13-B029 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h. Approve Change Order #1 for Terra Pave, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive).

1i. Approve Notice of Completion for Terra Pave, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive).

1j. Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Pacific Coast Speech Services, Inc., for speech/language services from November 15, 2012 through June 30, 2013.

1k. Approve/Ratify Service Agreement Number 38813 between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for the *Healthy For Life Program* for the 2012/2013 school year.

1l. Approve/Ratify PBS SoCaL Education / KOCE-TV Foundation Agreement for the 2012/2013 school year.

1m. Approve Independent Contractor Agreement between Fullerton School District and Sheila Doctors, Deaf and Hard of Hearing Consultant, for consultation services effective November 15, 2012 through June 30, 2013.

1n. Approve submission of application for the 21<sup>st</sup> Century Community Learning Center federal grant-funded After School Program.

1o. Approve/Ratify Early Childhood Education School Readiness Initiative Grant, Agreement Number: 38804, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2012 through June 30, 2013.

1p. Approve 2012/2013 Single Plan for Student Achievement (SPSA) and categorical budgets for all school sites.

1q. Approve Contract between Fullerton School District and Alliant Insurance Services, Inc., for Health Benefits Committee Training and Educational Services for the 2012/2013 school year.

Discussion/Action Items

2a. Approved revised Board Policy 1312.3 – Uniform Complaint Procedures (UCP).

Discussion Item

Open Enrollment Transfer Priority List

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, December 11, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** November 14, 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 assignment(s), and, leave(s) of absence and retirement(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON NOVEMBER 14, 2012**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Cami Cress	Substitute Teacher	Employ	100	10/23/2012
Darcy McDonald	Substitute Teacher	Employ	100	10/25/2012
Amy McLain	Substitute Teacher	Employ	100	10/25/2012
Melissa Murphy	Substitute Teacher	Employ	100	10/23/2012
Laura Piper	Substitute Teacher	Employ	100	10/09/2012
Andrea Sawyer	Substitute Teacher	Employ	100	09/24/2012
Kathie Silva	Substitute Teacher	Employ	100	10/25/2012
Jessica Turner Hernandez	Substitute Teacher	Employ	100	10/24/2012
Cherie Hayes	Psychologist/ Student Support Services	I/A	420	11/02/2012

**REHIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Kathryn Allen	3 <sup>rd</sup> Grade/Beechwood	III/2	100	10/23/2012
Jennifer Pike	3 <sup>rd</sup> Grade/Raymond	II/4	100	11/05/2012

**EXTRA DUTY ASSIGNMENT(S)**

**Approve stipend of \$1,209.98 from budget #100 for Student Interventions from October 15, 2012 through January 25, 2013, for the following certificated personnel:**

Jim Gordon

**LEAVES OF ABSENCE(S) AND RETIREMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Karen Paulsson	Psychologist/ Student Support Services	Retire	06/30/2013
Jenny Trujillo	SDC Moderate/Severe/Nicolas	Leave of Absence	11/15/12-12/07/12

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 November 14, 2012.

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Clerk/Secretary

CONSENT ITEM

**DATE:** November 14, 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: November 14, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Beechwood	Beechwood School Foundation (Community Partner)	Monetary donation of \$65,000.00 for the school
Beechwood	Mr. Richard B. Laurance (Community Partner)	Monetary donation of \$250.00 for the school
Commonwealth	Comrent West, Inc. (Community Partner)	Monetary donation of \$250.00 for autism program
Commonwealth	Green Gorilla Industrial, Inc. (Community Partner)	Monetary donation of \$250.00 for autism program
Commonwealth	Robin McIndoo (Staff)	Monetary donation of \$197.32 for fine arts
Commonwealth	Ann Scott (Staff)	Monetary donation of \$97.50 for Outdoor Ed. Program
Commonwealth	Ryan and Lauren Smith (Community Partners)	Monetary donation of \$320.00 for autism program
District Office	Alcoa Foundation (Community Partner)	Monetary donation of \$20,000.00 for Hands-On Science Program
District Office	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$20,000.00 for technology programs at school sites
District Office	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$57,258.98 for laptop program
District Office	McCoy Mills (Community Partner)	Monetary donation of \$1,000.00 for All the Arts Program
District Office	SchoolsFirst Federal Credit Union (Community Partner)	Monetary donation of \$5,000.00 for the District
District Office	The Allergan Foundation (Community Partner)	Monetary donation of \$5,000.00 for Hands-On Science Program
Fern Drive	Fern Drive PTA	Monetary donation of \$5,235.00 for K-3 field trips
Fern Drive	Fern Drive PTA	Monetary donation of \$3,390.00 for 4 <sup>th</sup> -6 <sup>th</sup> grade field trips
Fern Drive	Ju Oh (Parent)	Monetary donation of \$170.00 for the school
Fern Drive	UPS (Anonymous Parent)	Monetary donation of \$75.00 for the school
Fisler	Fisler PTSA	Monetary donation of \$1,300.80 for Promethean Boards

**FULLERTON SCHOOL DISTRICT***Gifts: November 14, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Fisler	Fisler PTSA	Monetary donation of \$4,915.00 for field trips
Hermosa Drive	Mr. and Mrs. William Dugan (Parents)	Monetary donation of \$65.00 for technology
Hermosa Drive	Islands Restaurant (Community Partner)	Monetary donation of \$582.68 for Outdoor Ed. Program
Hermosa Drive	Mr. and Mrs. Sang H. Lee (Parents)	Monetary donation of \$65.00 for technology
Hermosa Drive	Lomeli's Italian Restaurant (Community Partner)	Monetary donation of \$166.29 for Outdoor Ed. Program
Laguna Road	Beckman Coulter Foundation (Community Partner)	Monetary donation of \$480.00 for Grade 6
Laguna Road	Grade 1 Parents in Rooms 16, 17, 18 (Parents)	Monetary donation of \$155.00 for technology
Laguna Road	LeeAnn Mulay (Staff)	Donation of one Epson LCD projector for Room 19
Laguna Road	Parents in Room 8 (Parents)	Monetary donation of \$585.00 for technology
Nicolas J.H.	Ed Royce for Congress (Community Partner)	Monetary donation of \$200.00 for the school
Nicolas J.H.	Target (Community Partner)	Monetary donation of \$148.69 for the school
Parks J.H.	Geoff Hecht (Staff)	Monetary donation of \$60.00 for referee
Raymond	Raymond PTA	Monetary donation of \$1,038.12 for the school
Raymond	Raymond PTA	Monetary donation of \$159.50 for movie license
Rolling Hills	Rolling Hills PTA	Monetary donation of \$4,998.00 for the school

CONSENT ITEM

**DATE:** November 14, 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 G22B0016 THROUGH G22B0019, G22C0044 THROUGH G22C0068, G22D0231 THROUGH G22D0321, G22M0087 THROUGH G22M0104, G22R0261 THROUGH G22R0348, G22S0007, G22V0059 THROUGH G22V0070, AND G22X0314 THROUGH G22X0327 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 G22B0016 through G22B0019, G22C0044 through G22C0068, G22D0231 through G22D0321, G22M0087 through G22M0104, G22R0261 through G22R0348, G22S0007, G22V0059 through G22V0070, and G22X0314 through G22X0327 for the 2012/2013 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 11/14/2012**

FROM 10/02/2012 TO 10/22/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22B0016	HOUGHTON MIFFLIN COMPANY	885.38	885.38	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
G22B0017	HOUGHTON MIFFLIN COMPANY	146,000.05	146,000.05	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
G22B0018	FOLLETT EDUCATIONAL SERVICE	1,127.07	1,127.07	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
G22B0019	HOUGHTON MIFFLIN COMPANY	429.65	429.65	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
G22C0044	ORANGE COUNTY COUNCIL FOR GIFT	540.00	540.00	0130427103 5210	SLIP Instruction Sunset Lane / Conferences and Meetings
G22C0045	HANDWRITING WITHOUT TEARS	405.00	405.00	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and
G22C0046	ORANGE COUNTY COUNCIL FOR GIFT	300.00	300.00	0130415103 5210	SLIP Instruction Golden Hill / Conferences and Meetings
G22C0047	CALIFORNIA ASSOCIATION FOR GIF	295.00	295.00	0111555213 5210	Gifted Talented Ed Supervision / Conferences and Meetings
G22C0048	CALIFORNIA MATH COUNCIL SOUTH	280.00	280.00	0130417103 5210	SLIP Instruction Ladera Vista / Conferences and Meetings
G22C0049	COALITION ADEQUATE SCHOOL HOUS	105.00	105.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
G22C0050	ORANGE CNTY DEPARTMENT OF EDUC	10.00	10.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
G22C0051	ORANGE COUNTY COUNCIL FOR GIFT	300.00	300.00	0130210101 5210	Econ Impact Aid Acacia / Conferences and Meetings
G22C0052	ORANGE CNTY DEPARTMENT OF EDUC	125.00	125.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
G22C0053	NATIONAL SCIENCE TEACHERS ASSO	320.00	320.00	0109211109 5210	Sch Theme Resrch Instr Beechwd / Conferences and
G22C0054	ORANGE CNTY DEPARTMENT OF EDUC	1,125.00	1,125.00	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and
G22C0055	LINDAMOOD-BELL LEARNING PROCES	455.05	455.05	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and
G22C0056	ORANGE CNTY DEPARTMENT OF EDUC	20.00	20.00	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and
G22C0057	ORANGE COUNTY COUNCIL FOR GIFT	100.00	100.00	0130427103 5210	SLIP Instruction Sunset Lane / Conferences and Meetings
G22C0058	ORANGE CNTY DEPARTMENT OF EDUC	1,500.00	1,500.00	0130222101 5210	Econ Impact Aid Pacific Drive / Conferences and Meetings
G22C0059	FIRST PRESBYTERIAN NURSERY SCH	320.00	80.00	0132952101 5210	Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
			80.00	1208111101 5210	Preschool Instr Beechwood / Conferences and Meetings
			160.00	1208526101 5210	Childcare Instr Rolling Hills / Conferences and Meetings
G22C0060	FIRST PRESBYTERIAN NURSERY SCH	360.00	180.00	0132952101 5210	Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
			180.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
G22C0061	ORANGE CNTY DEPARTMENT OF EDUC	25.00	25.00	1231019101 5210	Preschool Instruction / Conferences and Meetings

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 11/14/2012**

FROM 10/02/2012 TO 10/22/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22C0062	ORANGE CNTY DEPARTMENT OF EDUC	25.00	25.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
G22C0063	ORANGE CNTY DEPARTMENT OF EDUC	3,500.00	700.00	0134021101 5210	EISS Instruction Orangethorpe / Conferences and Meetings
			700.00	1208127101 5210	Preschool Inst Sunset Lane / Conferences and Meetings
			2,100.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
G22C0064	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0152351709 5210	Contract Admin Discret / Conferences and Meetings
G22C0065	AUTISM PARTNERSHIP	75.00	75.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
G22C0066	CALIFORNIA MATH COUNCIL SOUTH	140.00	140.00	0110223109 5210	Instruction Parks DC / Conferences and Meetings
G22C0067	COMPUTER USING EDUCATORS INC	1,505.00	1,505.00	0130230101 5210	Economic Impact Aid Fisler / Conferences and Meetings
G22C0068	COMPUTER USING EDUCATORS INC	1,075.00	1,075.00	0130230101 5210	Economic Impact Aid Fisler / Conferences and Meetings
G22D0231	K WEST PRINTING	2,524.61	2,524.61	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor
G22D0232	GOV CONNECTION	290.62	145.31	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
			145.31	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr
G22D0233	CM SCHOOL SUPPLY COMPANY	71.09	71.09	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
G22D0234	PINNACLE RADIO INC	2,172.33	2,172.33	0109929271 4350	SSOAR Sat School Admin WC Disc / Materials and
G22D0235	SPECIAL T'S	813.42	813.42	0111615101 4310	Donations Instr Golden Hill / Materials and Supplies Instr
G22D0236	DAISY IT	430.96	430.96	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0237	DAISY IT	600.86	600.86	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0238	LAKESHORE LEARNING	2,247.24	2,247.24	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22D0239	CDW.G	945.18	945.18	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
G22D0240	PROMOTE MARKETING CONCEPTS	237.05	237.05	0111618101 4310	Donations Instr Laguna Rd / Materials and Supplies Instr
G22D0241	ADVANTAGE IMAGING SUPPLY INC	364.20	364.20	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0242	GOV CONNECTION	170.25	170.25	0109418102 4310	School Foundation Instr Laguna / Materials and Supplies
G22D0243	FAT BRAIN TOYS	497.56	248.77	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			248.79	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22D0244	IMAGE MARKET	641.55	641.55	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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 BOARD OF TRUSTEES MEETING 11/14/2012

FROM 10/02/2012 TO 10/22/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22D0245	FEINER SUPPLY	290.92	290.92	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22D0246	AMAZON.COM	203.30	203.30	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0247	VIRCO MANUFACTURING	440.81	440.81	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
G22D0248	LAKESHORE LEARNING	880.06	880.06	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
G22D0250	APPLE COMPUTER INC.	3,923.30	3,923.30	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
G22D0251	DAISY IT	152.88	152.88	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0252	S&S WORLDWIDE INC	354.73	354.73	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22D0253	GLOBAL TRADEQUEST INC	182.25	182.25	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0254	AMAZON.COM	420.06	420.06	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22D0255	SOS SURVIVAL PRODUCTS	314.77	314.77	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
G22D0256	MUSIC THEATRE INTERNATIONAL	926.60	926.60	0110217119 4310	LV Productions / Materials and Supplies Instr
G22D0257	MATHCOUNTS FOUNDATION	240.00	240.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22D0258	BRODART COMPANY	70.23	70.23	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
G22D0259	GOV CONNECTION	433.92	433.92	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
G22D0260	GREAT BOOKS FOUNDATION, THE	1,547.02	1,547.02	0111616101 4310	Donations Instr Hermosa / Materials and Supplies Instr
G22D0261	CAROLINA BIOLOGICAL SUPPLY COM	288.93	288.93	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
G22D0262	AMAZON.COM	774.45	774.45	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
G22D0263	AMERICANFLAGS.COM	191.00	191.00	0111618101 4310	Donations Instr Laguna Rd / Materials and Supplies Instr
G22D0264	PINNACLE RADIO INC	65.26	65.26	0109720109 4310	Suppl Grant Support Nicolas / Materials and Supplies Instr
G22D0265	DAISY IT	1,361.96	1,361.96	0109418102 4310	School Foundation Instr Laguna / Materials and Supplies
G22D0266	DISCOUNT SCHOOL SUPPLY	297.75	297.75	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22D0267	ACP DIRECT	228.75	228.75	0109418102 4310	School Foundation Instr Laguna / Materials and Supplies
G22D0268	CDW.G	1,417.77	1,417.77	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0269	HOUGHTON MIFFLIN COMPANY	211.89	211.89	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 11/14/2012

FROM 10/02/2012 TO 10/22/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22D0270	PRECISION DATA PRODUCTS	497.10	497.10	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
G22D0271	PEPPER MUSIC, J W	407.84	407.84	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
G22D0272	BELLFLOWER MUSIC CENTER	449.79	449.79	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
G22D0273	LEARNING A TO Z	836.93	836.93	0122411101 4310	Title III Limited Engl Beechwd / Materials and Supplies
G22D0274	VIRCO MANUFACTURING	4,811.21	4,811.21	2567218859 4310	Fac Growth Dev Fees Laguna Rd / Materials and Supplies
G22D0275	VIRCO MANUFACTURING	301.85	301.85	2567218859 4310	Fac Growth Dev Fees Laguna Rd / Materials and Supplies
G22D0276	OFFICE DEPOT BUSINESS SERVICE	854.76	854.76	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
G22D0277	SCHOOL NURSE SUPPLY INC	276.71	276.71	0110327279 4350	Reimburse Sunset Lane Admin / Materials and Supplies
G22D0278	DAISY IT	397.24	397.24	0142054201 4350	Special Ed Administration / Materials and Supplies Office
G22D0279	AMERIZON WIRELESS LLC	40.27	40.27	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
G22D0280	DHARMA TRADING COMPANY	114.87	114.87	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
G22D0281	AMAZON.COM	212.51	212.51	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22D0282	NASCO WEST INC	746.52	522.57 223.95	0132952101 4310 1208511101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst Childcare Instr Beechwood / Materials and Supplies Instr
G22D0283	ORIENTAL TRADING COMPANY	180.49	180.49	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
G22D0284	DICK BLICK ART MATERIALS	276.76	276.76	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
G22D0285	CDW.G	47.26	47.26	0151454391 4350	Special Services / Materials and Supplies Office
G22D0286	LAKESHORE LEARNING	158.35	158.35	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
G22D0287	CAROLINA BIOLOGICAL SUPPLY COM	1,962.62	1,962.62	0109555101 4310	Beckman Science Instructional / Materials and Supplies
G22D0288	PREMIER SCHOOL AGENDA	88.31	88.31	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
G22D0289	ORANGE CNTY DEPARTMENT OF EDUC	75.43	75.43	0152055779 4350	Education Services Discret / Materials and Supplies Office
G22D0290	WHITE RHINO PROMOTIONAL SOLUTI	350.19	350.19	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
G22D0291	SOUTHWEST SCHOOL SUPPLY	293.51	293.51	0111626101 4310	Donations Instr Rolling Hills / Materials and Supplies Instr
G22D0292	SCHOLASTIC MAGAZINES	1,583.50	1,583.50	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 11/14/2012

FROM 10/02/2012 TO 10/22/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22D0293	DAISY IT	969.10	969.10	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0294	ORIENTAL TRADING COMPANY	288.45	288.45	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
G22D0295	LAKESHORE LEARNING	144.51	144.51	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
G22D0296	DAISY IT	2,278.68	2,278.68	0130422103 4310	SLIP Instruction Pacific Dr / Materials and Supplies Instr
G22D0297	BARRETT ROBINSON INC	113.74	113.74	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
G22D0298	WHITE RHINO PROMOTIONAL SOLUTI	1,236.43	494.57	0110213109 4310	Instructional Fern Drive DC / Materials and Supplies Instr
			370.93	0122413101 4310	Title III Limited Engl Fern / Materials and Supplies Instr
			370.93	0130413103 4310	SLIP Instruction Fern Dr / Materials and Supplies Instr
G22D0299	DAISY IT	107.74	107.74	0130220101 4310	Econ Impact Aid Nicolas / Materials and Supplies Instr
G22D0300	DAISY IT	1,163.31	1,163.31	0109921101 4310	SSOAR Orangethorpe Discretion / Materials and Supplies
G22D0301	DAISY IT	247.83	247.83	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
G22D0302	SEA WORLD	2,156.12	2,156.12	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
G22D0303	SCHOOL MATE	173.74	173.74	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
G22D0304	OFFICE DEPOT BUSINESS SERVICE	134.65	134.65	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
G22D0305	PINNACLE RADIO INC	223.50	223.50	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22D0306	RENAISSANCE LEARNING INC	8,754.45	8,754.45	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
G22D0307	ADVANTAGE IMAGING SUPPLY INC	1,284.38	1,284.38	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0308	SCHOLASTIC MAGAZINES	430.65	430.65	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
G22D0309	APPLE COMPUTER INC.	640.04	640.04	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22D0310	AMAZON.COM	293.51	293.51	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22D0311	AMAZON.COM	58.64	58.64	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
G22D0312	OFFICE DEPOT BUSINESS SERVICE	96.95	96.95	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
G22D0313	LANGUAGE LIZARD LLC	189.18	189.18	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
G22D0314	SUPPLY MASTER	95.79	47.89	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
			47.90	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr

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G22D0315	CONTINENTAL MATHEMATICS	100.91	100.91	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
G22D0316	SUPPLY MASTER	705.20	705.20	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
G22D0317	KAPLAN SCHOOL SUPPLY	240.66	240.66	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22D0318	S&S WORLDWIDE INC	690.10	690.10	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
G22D0319	ORIENTAL TRADING COMPANY	61.94	61.94	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
G22D0320	AMAZON.COM	103.65	103.65	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0321	AMAZON.COM	316.19	316.19	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22M0087	BOB PETERS FIRE PROTECTION INC	90.00	90.00	0140319279 4350	School Administration Discret / Materials and Supplies
G22M0088	ACOUSTICAL MATERIAL SERVICE	431.94	431.94	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0089	A 1 FENCE COMPANY	1,683.00	1,683.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
G22M0090	WESTERN STATES GLASS	126.71	126.71	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
G22M0091	GRAINGER INC, WW	278.48	278.48	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
G22M0092	GHATAODE BANNON ARCHITECTS	8,300.00	8,300.00	2567250859 5805	Facilities Growth Dev Fees / Consultants
G22M0093	AMBIENT ENVIRONMENTAL INC	2,700.00	2,700.00	0154053829 5805	Hazardous Materials and Waste / Consultants
G22M0094	THOMPSON PUBLISHING GROUP INC	433.99	433.99	0153353819 5899	Plant Maintenance DC / Other Expenses
G22M0095	GHATAODE BANNON ARCHITECTS	2,655.37	2,655.37	2567250859 5805	Facilities Growth Dev Fees / Consultants
G22M0096	MCM ELECTRONICS	106.19	106.19	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0097	LAURENCE COMPANY, C R	189.47	189.47	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0098	COUNTERTOPS EXPRESS	3,600.00	3,600.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
G22M0099	INTEGRITY ELECTRIC	3,000.00	3,000.00	1453326819 5640	Deferred Maint Rolling Hills / Repairs by Vendors
G22M0100	CUSTOM DESIGN UNIFORM CO	137.38	137.38	0154253829 4362	Custodial Discretionary / Supplies Uniforms
G22M0101	DECKER EQUIPMENT	470.62	470.62	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
G22M0102	WHITE CAP CONSTRUCTION SUPPLY	1,172.91	1,172.91	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0103	A 1 FENCE COMPANY	2,763.00	2,763.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors

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G22M0104	ADVTECH ENVIRONMENTAL INC	24,300.00	24,300.00	0154053829 5805	Hazardous Materials and Waste / Consultants
G22R0261	IRVINE PARK RAILROAD	660.00	660.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
G22R0262	FOLLETT SOFTWARE COMPANY	340.00	340.00	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
G22R0263	SOUTHWEST SCHOOL SUPPLY	55.29	55.29	0135555223 4350	Beg Teacher Support Assessment / Materials and Supplies
G22R0264	COSGROVE, MARILEE	63.46	51.63	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			11.83	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
G22R0265	STEELE, HOLLY	129.90	129.90	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
G22R0266	CALVO-NITE, ANDREA	940.70	940.70	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
G22R0267	STRAUSS, IRENE	98.13	98.13	0109923101 4310	SSOAR Parks Discretionary / Materials and Supplies Instr
G22R0268	PEARSON ASSESSMENT INC	553.43	553.43	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
G22R0269	SUPER DUPER PUBLICATIONS	37.66	37.66	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
G22R0270	REYES, HECTOR AND WANDA	350.00	350.00	0151454391 5220	Special Services / Mileage
G22R0271	PINNACLE RADIO INC	296.27	296.27	8155050721 4350	EP Safety Mandates / Materials and Supplies Office
G22R0272	SOUTHWEST SCHOOL SUPPLY	150.84	150.84	0109555271 4350	Beckman Science Administration / Materials and Supplies
G22R0273	VERIZON WIRELESS	250.36	125.18	0121220101 5900	Title I Nicolas Instruction / Communications
			125.18	0135252823 5900	School Safety Utilities / Communications
G22R0274	VERIZON WIRELESS	15.50	15.50	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
G22R0275	DAISY IT	269.38	269.38	0153750799 4350	Business Administration DC / Materials and Supplies
G22R0276	DON JOHNSTON INC	1,269.35	1,269.35	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22R0277	DAISY IT	100.14	100.14	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
G22R0278	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22R0279	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22R0280	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22R0281	AMAZON.COM	87.25	29.09	0108613109 4310	Transitional Kinder Instr Fern / Materials and Supplies Inst

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G22R0281	*** CONTINUED ***				
			29.08	0108624109 4310	Transitional Kinder Instr Raym / Materials and Supplies
			29.08	0108625109 4310	Transitional Kinder Instr Rich / Materials and Supplies Inst
G22R0282	DAISY IT	96.91	96.91	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
G22R0283	CHAMPLIN AND SCIACCA LLP	52,958.75	52,958.75	0151454391 5828	Special Services / Special Education Settlements
G22R0284	COLONIAL CHESTERFIELD AT RILEY	749.70	749.70	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
G22R0285	BARNETT, DR MATHEW	296.90	296.90	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22R0286	MATHEMATICAL ASSN OF AMERICA	129.82	129.82	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0287	CALIFORNIA WEEKLY EXPLORER INC	965.00	965.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0288	CALIFORNIA WEEKLY EXPLORER INC	1,110.00	1,110.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0289	COLONIAL CHESTERFIELD AT RILEY	1,470.00	1,470.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
G22R0290	SCHOOL SPECIALTY	452.66	452.66	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22R0291	MENDEZ FOUNDATION	3,200.09	2,000.00	0135252393 4310	School Safety Program Pupil Sv / Materials and Supplies
			1,200.09	0140155239 4310	Curriculum Development Discret / Materials and Supplies
G22R0292	PEARSON ASSESSMENT INC	523.04	523.04	0111555103 4310	Gifted and Talented Education / Materials and Supplies
G22R0293	ORANGE CNTY DEPARTMENT OF EDUC	255.00	255.00	0111611121 4310	Math Science Olympiad Beechwd / Materials and Supplies
G22R0294	ARIAS, GABRIELA	63.62	63.62	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
G22R0295	MOVIE LICENSING USA	6,694.00	6,694.00	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
G22R0296	AEROMARK	87.93	74.19	0142054201 4350	Special Ed Administration / Materials and Supplies Office
			13.74	0151454391 4350	Special Services / Materials and Supplies Office
G22R0297	TANAKA FARMS LLC	1,152.00	1,152.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
G22R0298	DAILY JOURNAL CORPORATION	67.20	67.20	0153150759 5902	Warehouse DC / Communications Advertisement
G22R0299	AMAZON.COM	16.71	16.71	0153050799 4350	Business Administration DC / Materials and Supplies
G22R0300	SUPER DUPER PUBLICATIONS	230.27	230.27	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
G22R0301	SUPER DUPER PUBLICATIONS	91.43	91.43	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies

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G22R0302	INNOVATIVE LEARNING CONCEPTS	1,076.42	1,076.42	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22R0303	APPLE COMPUTER INC.	31.25	31.25	0135555223 4350	Beg Teacher Support Assessment / Materials and Supplies
G22R0304	GOV CONNECTION	101.98	101.98	0151454391 4350	Special Services / Materials and Supplies Office
G22R0305	DYNAVOX MAYERJOHNSON	688.20	688.20	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
G22R0306	CHAMPLIN AND SCIACCA LLP	20,025.00	20,025.00	0151454391 5828	Special Services / Special Education Settlements
G22R0307	PRETEND CITY CHILDREN'S MUSEUM	416.00	416.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
G22R0308	RONCEVICH, KIMBERLY	744.78	744.78	0110220139 4310	Dance Nicolas Jr. High / Materials and Supplies Instr
G22R0309	ASCARI, PATRICIA	181.43	181.43	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
G22R0310	JOHNSON, JANICE E	1,252.61	52.61	0134021101 5210	EISS Instruction Orangethorpe / Conferences and Meetings
			1,200.00	0134021101 5805	EISS Instruction Orangethorpe / Consultants
G22R0311	ANDERSON, MARTHA	1,231.97	31.97	0134021101 5210	EISS Instruction Orangethorpe / Conferences and Meetings
			1,200.00	0134021101 5805	EISS Instruction Orangethorpe / Consultants
G22R0312	CONTI, JOE	229.00	229.00	0144213109 4310	Technology Donations Fern Dr. / Materials and Supplies
G22R0313	RIVERSIDE PUBLISHING COMPANY	3,088.58	3,088.58	0151154321 4315	Psychological Services / Materials Test Kits Protocols
G22R0314	ACADEMIC THERAPY PUBLISHERS	979.68	979.68	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0315	PEARSON ASSESSMENT INC	2,123.38	2,123.38	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0316	WESTERN PSYCHOLOGICAL SERVICES	353.25	353.25	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0317	WESTERN PSYCHOLOGICAL SERVICES	979.68	979.68	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0318	RIVERSIDE PUBLISHING COMPANY	773.62	773.62	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0319	CONKLIN AND CONKLIN LLC	600.00	600.00	0134022101 5805	EISS Instruction Pacific Drive / Consultants
G22R0320	WHISNANT, KAREN	50.02	50.02	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
G22R0321	WHISNANT, KAREN	252.14	252.14	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
G22R0322	BOUGHTER, DOUG	149.98	149.98	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
G22R0323	ESCHNER, LAURALYN	635.59	635.59	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr

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G22R0324	WESTERN PSYCHOLOGICAL SERVICES	1,017.36	1,017.36	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0325	DAISY IT	333.95	333.95	0140155239 4350	Curriculum Development Discret / Materials and Supplies
G22R0326	DAISY IT	374.10	374.10	0140155239 4350	Curriculum Development Discret / Materials and Supplies
G22R0327	OTHER WORLD COMPUTING	186.03	186.03	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
G22R0328	BARNETT, DR MATHEW	184.70	184.70	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22R0329	PATHFINDER RANCH	2,000.00	2,000.00	0110328109 5850	Reimburse Valencia Park Disc / Admission Fees
G22R0330	CHANNEL CONNECTION	1,402.70	701.35	8144130791 4350	Laptop 1:1 Waiver Prog Fisler / Materials and Supplies
			701.35	8144150791 4350	Laptop 1:1 Waiver Prog Central / Materials and Supplies
G22R0331	AMAZON.COM	445.65	445.65	0151454391 4350	Special Services / Materials and Supplies Office
G22R0332	WESTMINSTER SCHOOL DISTRICT	25,979.95	25,979.95	0109555101 4310	Beckman Science Instructional / Materials and Supplies
G22R0333	AT&T	358.11	358.11	0140321829 4350	Orangethorpe Sch Adm Utilities / Materials and Supplies
G22R0334	STREET BEAT	400.00	400.00	0110217132 4310	Dance Production Ladera Vista / Materials and Supplies
G22R0335	DEEMER, MATTHEW	64.40	64.40	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22R0336	CDW.G	190.15	190.15	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
G22R0337	SUPER DUPER PUBLICATIONS	70.95	70.95	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
G22R0338	PHONAK HEARING SYSTEMS	71.19	71.19	0124454101 4310	Special Ed IDEA Low Incidence / Materials and Supplies
G22R0339	LINGUI SYSTEMS INC	64.44	64.44	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
G22R0340	PEARSON ASSESSMENT INC	500.50	500.50	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
G22R0341	CRAVELLO, SUSAN	37.44	37.44	0150954271 4350	Oral Health Assessment Admin / Materials and Supplies
G22R0342	SOREN BENNICK PRODUCTIONS INC	785.00	785.00	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
G22R0343	RIVERSIDE PUBLISHING COMPANY	916.10	916.10	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22R0344	WESTERN PSYCHOLOGICAL SERVICES	219.70	219.70	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
G22R0345	DYNAVOX MAYERJOHNSON	344.75	344.75	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
G22R0346	WESTERN PSYCHOLOGICAL SERVICES	449.81	449.81	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols

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G22R0347	EDUCATIONAL TESTING SERVICE	2,323.76	2,323.76	0150655109 4310	STAR Test Instr (Mandate) DC / Materials and Supplies
G22R0348	AAA SOLAR ELECTRIC INC	7,293.64	7,293.64	0140955829 5900	Info Systems Serv Utility DC / Communications
G22S0007	BATTERY EXPRESS	254.98	254.98	0100000000 9320	Unrestricted / Stores
G22V0059	AMAZON.COM	612.98	612.98	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
G22V0060	TROXELL COMMUNICATIONS	4,215.18	2,107.59	0109930101 6410	SSOAR Fisler Discretionary / New Equip Less Than
			2,107.59	0110330109 6410	Reimburse Fisler Discretionary / New Equip Less Than
G22V0061	APPLE COMPUTER INC.	18,392.99	209.08	0109723109 4310	Suppl Grant Support Parks / Materials and Supplies Instr
			3,463.94	0109723109 6410	Suppl Grant Support Parks / New Equip Less Than \$10,000
			72.02	0110223199 4310	Keyboarding Parks Jr High / Materials and Supplies Instr
			1,154.65	0110223199 6410	Keyboarding Parks Jr High / New Equip Less Than \$10,000
			72.02	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
			1,154.65	0111623101 6410	Donations Instr Parks / New Equip Less Than \$10,000
			72.02	0111723109 4310	Hourly Intervention Parks / Materials and Supplies Instr
			1,154.65	0111723109 6410	Hourly Intervention Parks / New Equip Less Than \$10,000
			288.08	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
			4,618.60	0122423101 6410	Title III Limited Engl Parks / New Equip Less Than
			216.06	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
			3,463.95	0130223101 6410	Economic Impact Aid Parks / New Equip Less Than
			143.97	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
			2,309.30	0130423103 6410	SLIP Instruction Parks / New Equip Less Than \$10,000
G22V0062	ASA COMPUTERS INC	1,379.72	1,379.72	0140955259 6410	Information Systems ServicesDC / New Equip Less Than
G22V0063	TROXELL COMMUNICATIONS	3,594.54	3,594.54	0130216101 6410	Econ Impact Aid Hermosa Drive / New Equip Less Than
G22V0064	LAKESHORE LEARNING	2,526.74	2,526.74	0134352103 6410	Community Based Engl TutorInst / New Equip Less Than
G22V0065	APPLE COMPUTER INC.	11,812.60	372.54	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
			5,300.00	0109710109 6410	Suppl Grant Support Acacia / New Equip Less Than
			1,117.61	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
			5,022.45	0130210101 6410	Econ Impact Aid Acacia / New Equip Less Than \$10,000
G22V0066	LAKESHORE LEARNING	918.11	244.21	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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G22V0066	*** CONTINUED ***				
			673.90	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
G22V0067	APPLE COMPUTER INC.	6,694.07	6,694.07	0142054201 6410	Special Ed Administration / New Equip Less Than \$10,000
G22V0068	COMMUNITY PLAYTHINGS	867.39	360.96	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			506.43	0134352103 6410	Community Based Engl TutorInst / New Equip Less Than
G22V0069	APPLE COMPUTER INC.	4,462.72	4,462.72	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
G22V0070	APPLE COMPUTER INC.	3,710.70	57.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			1,798.35	0121222101 6410	Title I Pacific Drive Instr / New Equip Less Than \$10,000
			57.00	0130422103 4310	SLIP Instruction Pacific Dr / Materials and Supplies Instr
			1,798.35	0130422103 6410	SLIP Instruction Pacific Dr / New Equip Less Than \$10,000
G22X0314	HANSEN, ANNA RUTH	11,000.00	11,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0315	POWERS, JULIE	7,446.00	7,446.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0316	PEPPER MUSIC, J W	300.00	300.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
G22X0317	ANAHEIM BAND INSTRUMENTS	1,000.00	1,000.00	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
G22X0318	PEPPER MUSIC, J W	1,000.00	1,000.00	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
G22X0319	PEPPER MUSIC, J W	500.00	300.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
			200.00	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
G22X0320	SOUTHWEST SCHOOL SUPPLY	500.00	425.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
			75.00	0135555223 4350	Beg Teacher Support Assessment / Materials and Supplies
G22X0321	FIRST EVANGELICAL FREE CHURCH	9,000.00	9,000.00	0152351709 5805	Contract Admin Discret / Consultants
G22X0322	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
G22X0323	CONSTRUCTIVE PLAYTHINGS	500.00	500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22X0324	PASSARO PH.D., PERRY D	10,000.00	10,000.00	0142054201 5805	Special Ed Administration / Consultants
G22X0325	PEPPER MUSIC, J W	500.00	500.00	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
G22X0326	EPSON AMERICA INC	2,000.00	2,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies
G22X0327	AMERICAN RED CROSS	3,240.00	3,240.00	0150954271 4350	Oral Health Assessment Admin / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 11/14/2012

FROM 10/02/2012 TO 10/22/2012

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	515,951.52		
		Fund 12 Total:	9,003.28		
		Fund 14 Total:	3,000.00		
		Fund 25 Total:	16,068.43		
		Fund 81 Total:	1,698.97		
		Total Amount of Purchase Orders:	545,722.20		

**Addendum to:**

Purchase Order Detail Report  
Board of Trustees Meeting 11/14/2012

Purchase order number **G22D0249** did not appear on the Detail Report. It was never processed or canceled.

Bette Crider, Buyer/Coordinator  
Purchasing Services

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **11/14/2012**

FROM 10/02/2012 TO 10/22/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22R0218	CALIFORNIA WEEKLY EXPLORER INC	1,137.00	+244.00	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
G22X0255	STAPLES 025724519	1,000.00	+500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies Instr
G22Y0018	FLEET SERVICES INC	4,910.00	+510.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
G22Y0025	PARKHOUSE TIRE INC	2,800.00	+700.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+1,100.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0040	TARULLI TIRE INC	1,300.00	+330.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+70.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0041	ELMER'S TRUCK SEAT SERVICE	1,600.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+200.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			+200.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
<b>Fund 01 Total:</b>			<b>4,054.00</b>		
<b>Total Amount of Change Orders:</b>			<b>4,054.00</b>		

**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**11/14/2012**

**FROM 10/02/2012 TO 10/22/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22C0022	ORANGE CNTY DEPARTMENT OF	198.00	198.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
	Fund 01 Total:	198.00			
	Total Amount of Purchase Orders:	198.00			

CONSENT ITEM

**DATE:** November 14, 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 150286 THROUGH 150324 FOR THE 2012/2013 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated October 2, 2012 through October 22, 2012, contains purchase orders numbered 150286 through 150324 for the 2012/2013 school year totaling \$278,409.16.

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 150286 through 150324 for the 2012/2013 school year.

SH:AC:dlh  
Attachment



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Wholesale Distributors, Inc.	150288	10/2/2012	10/10/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
14	case	1	Bisco Cinn Toast WG #20044	\$11.5000	\$161.00		
30	case	2	Strawberry NutriGrain Bar 080123	\$20.4000	\$612.00		
10	case	3	Dino Bites 524150	\$24.3800	\$243.80		
7	case	4	Strawberry Graham 56075	\$24.5000	\$171.50		
7	case	5	ABC Mixed Berry 56074	\$24.5000	\$171.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,359.80
A & R Wholesale Distributors, Inc.	150297	10/9/2012	10/17/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30	case	7003	Cracker, Jungle J&J Whole Grain #39085 200/1oz/cs	\$24.5000	\$735.00		
35	case	7006	Cracker, ABC Graham J & J #56074	\$24.5000	\$857.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,592.50
A & R Wholesale Distributors, Inc.	150308	10/12/2012	10/17/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	case	7225	Cinnamon Roll, Whl Wht,Good Earth#70145 IW 36/cs	\$14.1800	\$567.20		
						Sales Tax:	\$0.00
						P.O. Total:	\$567.20
A & R Wholesale Distributors, Inc.	150322	10/19/2012	10/24/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	11085	Juice, Orange Langers 24/16oz./case	\$10.2900	\$102.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$102.90
Fullerton School District	150286	10/2/2012	10/31/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated 3B Payroll per October Bitech Repor	200,000.0000	\$200,000.00		
1	ea	1	Estimated Dist. Exp. per October Bitech Repor	\$20,000.0000	\$20,000.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$220,000.00
						Vendor Total:	\$220,000.00
Gold Star Foods Inc.	150287	10/2/2012	10/12/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	case	55061	Chicken Fajita, Tyson Bulk-277/2.3, GS#401586	\$63.4000	\$190.20		
30	case	56040	Enchilada, Red Fat Pork #ENPKCR 48/7.25oz	\$67.8200	\$2,034.60		
14	case	56031	Burrito,Bn&Chse,WhlGrn IW,GS#403423,96/csLC#99542	\$55.2900	\$774.06		
15	case	56011	Turkey Breast Smkd Sl Jennie-O #2098-21 4/5.25#/cs	\$55.5200	\$832.80		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,831.66
Gold Star Foods Inc.	150289	10/2/2012	10/5/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356	\$51.1000	\$255.50		

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150289	10/2/2012	10/5/2012				<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>	\$255.50
Gold Star Foods Inc.	150290	10/3/2012	10/5/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
34	cases	I	Tyson Chicken Fajita Meat 4621-820			\$48.5000	\$1,649.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,649.00
Gold Star Foods Inc.	150296	10/9/2012	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>
6	cases	I	Pierre Pork Sausage Links 401388			\$24.0600	\$144.36
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$144.36
Gold Star Foods Inc.	150298	10/9/2012	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>
112	case	11009	Peaches Diced #160201 USBLU 6#/10/case			\$32.8100	\$3,674.72
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,674.72
Gold Star Foods Inc.	150309	10/12/2012	10/26/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
115	case	4339	Dressing,F/F ButtrmkRch#201890 200/12g PPI 001H810			\$8.5000	\$977.50
18	case	30331	Pancake/sausage stk #270DonLee 36/3oz/cs			\$11.9300	\$214.74
10	case	56013	Turkey ham sliced Jennie-O #2565 12/1#/case			\$25.7100	\$257.10
6	case	55106	Frn Tst Cinn Glzd SunFrsh,IW 100/3.25oz.,GS#401546			\$44.7800	\$268.68
3	case	59601	Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644			\$31.1800	\$93.54
16	case	30339	Pancakes,Mini Bluebry GS#133616 Eggo IW 72 ct			\$31.8500	\$509.60
6	case	3402	Cherry Frudel, Pillsbury, IW 72/2.29oz.,GS#113000			\$36.0200	\$216.12
10	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.			\$57.4400	\$574.40
10	cs	3207	Bar, Benefit Apple Cinnamon,48/2oz. GS#113234			\$19.6600	\$196.60
10	case	30345	Waffles,Mini Maple GS#71281 Eggo IW 72ct.			\$29.0900	\$290.90
9	case	56106	Muffin Apple Cinn,GS#400014,60/3ozCS,20Cnt#217130W			\$28.9800	\$260.82
10	case	30346	Waffles,Mini Cinn GS# Eggo Kellogs 72 ct			\$29.0900	\$290.90
44	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)			\$71.5900	\$3,149.96
61	case	56601	Pizza,Dbf Stfd Chs GS#400816 FFKP WG 96/cs			\$34.8700	\$2,127.07
52	case	55019	Chicken Nugget, Natural Tyson GS#401738			\$64.4930	\$3,353.64
79	cs	360029	Sndwch,Grlld Chs Integ#C13600 RF WG 72/3.21oz			\$18.6100	\$1,470.19
26	case	8001	Shell Taco,Corn GS#300086, 6" 200/cs MISSION#10115			\$17.3600	\$451.36
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$14,703.12
Gold Star Foods Inc.	150311	10/16/2012	10/19/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
22	case	I	GS# 401623 Tyson Teriyaki CHicken			\$60.9400	\$1,340.68
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,340.68
Gold Star Foods Inc.	150312	10/16/2012	10/19/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	56019	Turkey Pastrami SH#265508 Jennie-O 6/2#/cs			\$37.5000	\$75.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$75.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150313	10/17/2012	10/19/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
65	cs	4351	Syrup, Maple #202352 100/1.5/cs		\$7.5600	\$491.40	
15	case	55002	Chicken, Sausage Patty Tyson #17443 354/1.36oz.		\$36.5800	\$548.70	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,040.10
Gold Star Foods Inc.	150314	10/17/2012	11/2/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
128	case	11009	Peaches Diced #160201 USBLU 6##10/case		\$32.8100	\$4,199.68	
18	case	4236	Sauce, Spghetti Mix#202925 Foothill Farms 6/11.25oz.		\$16.6900	\$300.42	
50	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#		\$13.3300	\$666.50	
36	case	54011	Max Sticks, Mozz Gilardi ,86/3.86oz , GS#400780		\$44.6200	\$1,606.32	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$6,772.92
Gold Star Foods Inc.	150321	10/19/2012	10/26/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
24	case	56301	Buttermilk Bar, SimplyBlues BB#2572 IW 72/2.5oz		\$25.7000	\$616.80	
1	case	4454	Sugar, Packet #200498 2000pkt		\$12.4200	\$12.42	
60	case	3102	Milk White, LowFat, Moo Mates#5933452 27/case		\$8.5500	\$513.00	
20	case	3100	Milk Chocolate, FatFree, Moo Mates#4951927 27/cs		\$8.5500	\$171.00	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,313.22
						<b>Vendor Total:</b>	\$34,800.28
							A
P & R Paper Supply Company, Inc.	150300	10/9/2012	10/16/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
6	case	84806	Lid, DRT-L24C 16-24 oz Clear slot, 10/100/cs		\$24.6300	\$147.78	
10	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$23.9500	\$239.50	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$387.28
P & R Paper Supply Company, Inc.	150307	10/12/2012	10/23/2012				<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	BX	81101	Bag Bun pan 27x39 Handguard FB37 200/case		\$14.9500	\$14.95	
30	cs	85010	Bowl, Styro Unlam 30 oz Pactiv YTH10030 1000/cs		\$42.5500	\$1,276.50	
						<b>Sales Tax:</b>	\$1.16
						<b>P.O. Total:</b>	\$1,292.61
P & R Paper Supply Company, Inc.	150323	10/19/2012	11/5/2012				<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	85001	Bowl, 5 oz Foam Dart #DRT-5B20 20/50/case		\$23.0500	\$23.05	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$23.05
						<b>Vendor Total:</b>	\$1,702.94
							A
ASR Food Distributors, Inc.	150291	10/5/2012	10/8/2012				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
25	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432		\$22.2500	\$556.25	
1	case	999130	Banana, Petite green tip 40#/cs #11710		\$19.9500	\$19.95	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	150291	10/5/2012	10/8/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.3800	\$0.76	
2	each	999005	Cilantro, 30bunch/cs #20608	\$0.3500	\$0.70	
1	each	999006	Cucumber, ea 26#/cs #20631	\$0.3200	\$0.32	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
2	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$49.00	
5	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$4.75	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$671.43
ASR Food Distributors, Inc.	150292	10/5/2012	10/9/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
34	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$678.30	
1	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$1.50	
75	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$153.75	
25	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$24.25	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
5	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$4.75	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$875.25
ASR Food Distributors, Inc.	150293	10/5/2012	10/10/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
3	each	999005	Cilantro, 30bunch/cs #20608	\$0.3500	\$1.05	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
10	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$9.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$25.00
ASR Food Distributors, Inc.	150294	10/5/2012	10/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	999069	Apple, Grny.Smith 138ct. CS #10157	\$24.7500	\$495.00	
4	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$0.8200	\$3.28	
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
40	lb	999209	Cauliflower Buds 5#/bag #30496	\$1.6400	\$65.60	
3	cs	31550	Grapes "Grape-Escape" 150/2oz pkgs CS	\$46.2300	\$138.69	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$717.67
ASR Food Distributors, Inc.	150295	10/5/2012	10/12/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
35	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434	\$18.5000	\$647.50	
1	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$1.50	
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	
15	cs	10157	Apples, Grny. Smith 125ct CS	\$24.7500	\$371.25	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,028.35

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

ASR Food Distributors, Inc. 150301 10/12/2012 10/15/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10
2	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$39.90
1	each	999005	Cilantro, 30bunch/cs #20608	\$0.3100	\$0.31
1	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$1.50
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50
8	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434	\$18.5000	\$148.00
155	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$147.25
8	cs	11629	Tangerines, Murcott 28/32sz 130ct Avg CS	\$17.5000	\$140.00
2	ea	999118	Cantaloupe, 12-15ea/cs 1ea/2# #10900	\$0.7700	\$1.54
3	case	999038	Grape, Red 20#cs #10629	\$0.9400	\$2.82
8	ea	999087	Kiwi, EA #10742	\$0.3500	\$2.80
2	case	999047	Strawberry, 12bkt/cs 1#bkt #11541	\$1.5000	\$3.00
1	lb	999078	Mushrooms, medium 10#/cs#20945	\$1.7800	\$1.78
20	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$445.00
2	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$49.00

Sales Tax: \$0.00

P.O. Total: \$1,007.60

ASR Food Distributors, Inc. 150302 10/12/2012 10/16/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
28	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$558.60
10	cs	11363	Pears, Bartlett 165ct CS	\$29.2500	\$292.50
4	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.4600	\$1.84
1	each	999005	Cilantro, 30bunch/cs #20608	\$0.3100	\$0.31
3	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$0.8200	\$2.46
5	ea	999013	Onion, Brown ea #21126	\$0.1200	\$0.60
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00
65	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$133.25
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
5	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$4.75

Sales Tax: \$0.00

P.O. Total: \$1,023.21

ASR Food Distributors, Inc. 150303 10/12/2012 10/17/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10
10	cs	999283	Pears, Bartlett, 150ct CS #11363	\$29.2500	\$292.50
2	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$0.8600	\$1.72
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50
4	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434	\$18.5000	\$74.00
125	lb	999279	Salad Blend, K-8 Vegetable LB #31225	\$0.9500	\$118.75
25	cs	31615	Mango Chunks 48/2oz cups CS	\$30.3600	\$759.00
25	cs	31614	Honeydew Chunks 48/2oz cups CS	\$26.6600	\$666.50

Sales Tax: \$0.00

P.O. Total: \$1,942.02

ASR Food Distributors, Inc. 150304 10/12/2012 10/18/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
40	cs	999023	Carrot, Baby 1/2C 100/3oz. CS #31434	\$18.5000	\$740.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	150304	10/12/2012	10/18/2012			<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>		\$740.00
ASR Food Distributors, Inc.	150305	10/12/2012	10/19/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	cs	999283	Pears, Bartlett, 150ct CS #11363		\$29.2500	\$234.00
5	lb	999208	Carrot Coin, 5#/bag #30340		\$0.9700	\$4.85
7	case	999034	Banana, #1 Green Tip CS #11709		\$21.0000	\$147.00
8	case	11629	Tangerines Murcott 28/32sz 130ct CS		\$17.5000	\$140.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$525.85
ASR Food Distributors, Inc.	150316	10/19/2012	10/22/2012			<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	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.	150317	10/19/2012	10/23/2012			<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	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.	150318	10/19/2012	10/24/2012			<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	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.	150319	10/19/2012	10/25/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
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.	150320	10/19/2012	10/26/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
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
U.S. Foodservice, Inc.	150299	10/9/2012	10/17/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
72	case	3001	Cereal, Trix Gen Mills Red Sugar #5491899 96/case		\$34.6800	\$2,496.96
72	case	3002	Cereal, CinnaToast R/Sugar GenMills#9491895 96/cs		\$33.3800	\$2,403.36
72	case	3005	Cereal, Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs		\$31.8300	\$2,291.76
1	case	80029	Gloves Plastic disp FDH-FHCT16 (L) 10/100/case		\$22.9800	\$22.98
				<b>Sales Tax:</b>		\$1.78
				<b>P.O. Total:</b>		\$7,216.84

**Vendor Total:** \$8,587.38

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 10/2/2012 and 10/22/2012

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

U.S. Foodservice, Inc. 150315 10/18/2012 10/24/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
26	case	1	Pineapple Spears 50/cs	\$24.6800	\$641.68
20	case	2	Jicama Sticks 50/cs	\$22.2200	\$444.40

Sales Tax: \$0.00  
P.O. Total: \$1,086.08

U.S. Foodservice, Inc. 150324 10/19/2012 10/24/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
6	case	20027	Pickle dill chips #262502 Vienna 1/5gal	\$24.7100	\$148.26
6	case	70104	Sponge w/ Scrbr Nyl #9522350 20/cs	\$18.4700	\$110.82
10	case	7001	Cracker,Unsalted-Saltine #201156 500/2pk	\$8.9300	\$89.30

Sales Tax: \$8.59  
P.O. Total: \$356.97

Vendor Total: \$8,659.89

2010 Office Furniture 150310 10/16/2012 10/16/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	M11-MMCD724L-MMRA2436R-MED OAK	\$739.0000	\$739.00
1	ea	1	Shipping (includes Delivery & Set up)	\$125.0000	\$125.00

Sales Tax: \$57.27  
P.O. Total: \$921.27

Vendor Total: \$921.27

Quick Dispense, Inc. 150306 10/12/2012 10/17/2012

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2	case	84313	Cup, 10 oz. Compostable Green Mntn#93767 1000's	\$57.5000	\$115.00

Sales Tax: \$0.00  
P.O. Total: \$115.00

Vendor Total: \$115.00

GRAND TOTAL \$ 278,409.16

CONSENT ITEM

**DATE:** November 14, 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 85170 THROUGH 85436 FOR THE 2012/2013 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 85170 through 85436 for the 2012/2013 school year totaling \$2,210,968.59. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,951,004.68
12 Child Development	7,893.48
14 Deferred Maintenance	75,474.88
25 Capital Facilities	7,314.22
40 Special Reserve	30,722.00
68 Workers' Compensation	126,425.53
81 Property/Liability Insurance	12,133.80
Total	<u>\$2,210,968.59</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 85170 through 85436 for the 2012/2013 school year.

SH:SM:gs

CONSENT ITEM

**DATE:** November 14, 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 9246 THROUGH 9296 FOR THE 2012/2013 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 9246 through 9296 for the 2012/2013 school year. The total amount presented for approval is \$294,061.38.

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 9246 through 9296 for the 2012/2013 school year.

SH:AC:dlh

CONSENT ITEM

**DATE:** November 14, 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-B023 THROUGH 12/13-B029 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-B023 through 12/13-B029 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 \$590,515 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>
8434	Class Size Reduction, Grades K-3	\$400,000
8560	State Lottery Revenue	157,350
8590	All Other State Revenue	-68,000
8699	All Other Local Revenue	101,165
	Total:	<u>\$590,515</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	\$116,302
2000	Classified Salaries	16,035
3000	Employee Benefits	-30,437
4000	Books and Supplies	-41,692
5000	Services & Other Operating Expenses	-68,850
7000	Other Outgo	101,165
9789	Designated for Economic Uncertainties	497,992
	Total:	<u>\$590,515</u>

Explanation: This Resolution reflects a portion of the budget adjustments in the First Interim Financial Report to be presented at the December 11, 2012 Board Meeting. It includes increases to revenue for Class Size Reduction (CSR), State Lottery, Laptop receipts, and a reduction to Special Education. It also includes adjustments to salaries to project actual staffing at the sites, an interfund transfer to the Building Fund (Fund 21), and other 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 \$533,732 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>
8290	All Other Federal Revenue	\$156,535
8311	Other State Apportionments – Current Year	205,720
8560	State Lottery Revenue	147,707
8590	All Other State Revenue	-24,872
8677	Interagency Services Between LEAs	17,695
8699	All Other Local Revenue	30,947
	Total:	\$533,732

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	\$390,124
2000	Classified Salaries	-331,671
3000	Employee Benefits	58,842
4000	Books and Supplies	269,623
5000	Services & Other Operating Expenses	29,951
6000	Capital Outlay	-9,845
7000	Other Outgo	32,374
9789	Designated for Economic Uncertainties	94,334
	Total:	\$533,732

Explanation: This Resolution reflects a portion of the budget adjustments in the First Interim Financial Report to be presented at the December 11, 2012 Board Meeting. It includes increases to revenue and expenditures for Economic Impact Aid (EIA), Prop 20 State Lottery, Positive Behavioral Interventions and Supports (PBIS), and Early Intervention for School Success (EISS). Carryover for the Teacher Quality grant is also included, as well as adjustments to salaries to project actual staffing at the sites, a reduction to Quality Education Investment Act (QEIA), and other 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 the previously budgeted income in the amount of \$387,654 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$71,012
8590	All Other State Revenue	-549,198
8699	All Other Local Revenue	90,532
	Total:	-\$387,654

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$131,669
2000	Classified Salaries	13,612
3000	Employee Benefits	105,933
4000	Books and Supplies	3,918
7000	Other Outgo	6,595
9780	Other Designations	-386,043
	Total:	-\$387,654

Explanation: This Resolution reflects adjustments to revenue and expenditures for the Child Development Programs. It includes a reduction to State funding for Preschool Literacy in which a portion will be offset with parent paid fees and an increase to the Federal portion for matching and discretionary funding. It also includes adjustments 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	\$600
5000	Services & Other Operating Expenses	-600
	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 income in the amount of \$142,890 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:

**BUILDING FUND 21**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8919	Other Authorized Interfund Transfers In	\$101,165
8979	All Other Financing Sources	41,725
Total:		\$142,890

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>Income Source</u>	<u>Amount</u>
6000	Capital Outlay	\$41,725
9780	Other Designations	101,165
Total:		\$142,890

**Explanation:** This Resolution reflects an increase to revenue and expenditures for the GASB 34 disclosure entries for Laptop computers and an interfund transfer from the General Fund (Fund 01) for Laptop receipts 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>
4000	Books and Supplies	\$5,500
5000	Services & Other Operating Expenses	10,940
6000	Capital Outlay	-16,440
	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:** November 14, 2012

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

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

**PREPARED BY:** Larry Lara, Director of Maintenance, Operations and Facility Services

**SUBJECT:** APPROVE CHANGE ORDER #1 FOR TERRA PAVE, INC., FOR PAVING REPAIRS AT VARIOUS SCHOOLS, THE DISTRICT OFFICE, AND ANCILLARY WORK: FSD-12-13-DM-01, BIDS "A" (THE DISTRICT OFFICE) AND "E" (PACIFIC DRIVE)

Background: On June 26, 2012, the Board of Trustees approved the award of a contract for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive), to Terra Pave, Inc.

The original contract scope of work has been modified at an additional cost of \$13,741.16. Public Contract Code section 20118.4 (a) authorizes the change or alteration of a contract after a bid is awarded without further bidding if the cost does not exceed the bid limit, \$81,000.00 for maintenance repairs, or 10% of the original contract amount, whichever is greater.

Rationale: After demolition of the existing asphalt at the District Office, unsuitable soil was discovered in the sub-grade, requiring excavation of existing base and native soil to a depth of 12", installation of stabilization material and new base material in lieu of native soil. The unsuitable soil was an unforeseen condition resulting in additional work and not part of the original contract.

Funding: This project is funded from the Deferred Maintenance Fund. Change Order #1 is for the additive amount of \$13,741.16. The new total of this contract is \$81,266.16.

Recommendation: Approve Change Order #1 for Terra Pave, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive).

SH:LL:mm

CONSENT ITEM

**DATE:** November 14, 2012

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

**FROM:** Susan Hume, Ed.D., Assistant Superintendent, Business Services

**PREPARED BY:** Larry Lara, Director, Maintenance, Operations and Facility Services

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR TERRA PAVE, INC., FOR PAVING REPAIRS AT VARIOUS SCHOOLS, THE DISTRICT OFFICE, AND ANCILLARY WORK: FSD-12-13-DM-01, BIDS "A" (THE DISTRICT OFFICE) AND "E" (PACIFIC DRIVE)**

Background: On June 26, 2012, the Board of Trustees approved the award of a contract for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive), to Terra Pave, Inc. This project is now substantially complete.

Rationale: As this project is now determined to be substantially complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount is \$81,266.16 from the Deferred Maintenance Fund (14).

Recommendation: Approve Notice of Completion for Terra Pave, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive).

SH:LL:mm  
Attachment

RECORDING REQUESTED BY:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
Facility Services Department

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton School District Office, 1401 W. Valencia Drive and Pacific Drive School, 1501 W. Valencia Drive; Fullerton, CA the contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of June, 2012, which contract was made with Terra Pave, Inc., of Whittier, CA as contractor; that the work on said improvements was actually completed and accepted on the 14<sup>th</sup> day of November, 2012, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above named contractor is the Fidelity and Deposit Company of Maryland; that the property hereinafter referred to and on which said improvements were made is described as follows: Approve paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "A" (the District Office) and "E" (Pacific Drive).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

Vice President of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by Beverly Berryman, proved to me on the basis of satisfactory evidence to be the person who before me, says: That she is the Vice President of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** November 14, 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 NONPUBLIC AGENCY (NPA) MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND PACIFIC COAST SPEECH SERVICES, INC., FOR SPEECH/LANGUAGE SERVICES FROM NOVEMBER 15, 2012 THROUGH JUNE 30, 2013**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs. This agency will provide Speech/Language services while this position is vacant due to a retirement.

The rates for this Nonpublic Agency are as follows:

Speech Pathology Services	\$ 89.00/per hour
Speech Pathology Assistant Services	\$ 55.00/per hour

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

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service.

Funding: Contract agency will be paid from the NPA Special Education Budget 0115554101-5866.

Recommendation: Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Pacific Coast Speech Services, Inc., for speech/language services from November 15, 2012 through June 30, 2013.

JM:LR:vh

CONSENT ITEM

**DATE:** November 14, 2012

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

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

**SUBJECT:** **APPROVE/RATIFY SERVICE AGREEMENT NUMBER 38813 BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR THE *HEALTHY FOR LIFE PROGRAM* FOR THE 2012/2013 SCHOOL YEAR**

Background: Orange County Department of Education (OCDE) has received grant funds from the Kaiser Permanente Orange County Community Benefit Grants and St. Jude Medical Center Restricted Project Grant programs to fund the *Healthy for Life* program. This program is a school-based physical education/activity and healthy eating education program offered to selected schools in Orange County. *Healthy for Life* requires that sample teacher and student data be provided to California State University, Fullerton, for program evaluation. Data collection will follow protocols to insure proper teacher and parental notification and consent, student safety, confidentiality and data security.

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

Rationale: Maple School has been selected by OCDE to participate in the *Healthy for Life Program*. Teachers in the program will receive an OCDE Fit Kit, valued at \$250.00, and training on how to use tools and resources for low/no-prep physical activities that get kids up and moving for 5-10 minutes to improve on-task behavior in the classroom and student energy and enthusiasm. Additional Fullerton School District schools will be selected to participate in the *Healthy for Life Program* by OCDE as funding and/or space become available in the 2012-13 school year.

Funding: There is no cost to the District.

Recommendation: Approve/Ratify Service Agreement Number 38813 between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for the *Healthy For Life Program* for the 2012/2013 school year.

JM:nm

CONSENT ITEM

**DATE:** November 14, 2012

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

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

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

**SUBJECT:** **APPROVE/RATIFY PBS SOCAL EDUCATION / KOCE-TV FOUNDATION AGREEMENT FOR THE 2012/2013 SCHOOL YEAR**

Background: PBS SoCaL Education (formally known as Telecommunications of Orange County) is the instructional television service of KOCE-TV. PBS SoCaL Education provides instructional television materials for the classroom. District membership in PBS SoCaL Education provides rights for the use and duplication of PBS SoCaL Education instructional video programs. These programs come with teacher guides and are aligned to content standards.

PBS SoCaL Education membership also provides access to Discovery Education Streaming, an online service with over 5,000 full-length videos, 50,000 video clips and thousands of still images available to download for teacher and student use, and professional development workshops. A database, searchable by California Common Core Standards or keywords, provides easy access to these instructional materials.

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

Rationale: PBS SoCaL Education membership provides access and rights to video resources aligned to the California Common Core Standards and the Fullerton School District curriculum. Teachers can use these resources and be copyright compliant.

Funding: The total amount of the Agreement is not to exceed \$15,910.25. Approximately 50% of the cost will be paid from Technology and Media Services budget (#400) and the remaining balance will be paid with contributions from the Fullerton Technology Foundation (FTF).

Recommendation: Approve/Ratify PBS SoCaL Education / KOCE-TV Foundation Agreement for the 2012/2013 school year.

JM:RC:sg

CONSENT ITEM

**DATE:** November 14, 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 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SHEILA DOCTORS, DEAF AND HARD OF HEARING CONSULTANT, FOR CONSULTATION SERVICES EFFECTIVE NOVEMBER 15, 2012 THROUGH JUNE 30, 2013**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs.

Rationale: Specific services are often not available within the District and, as such, these providers are used on a limited basis. There are currently several complex cases requiring expert consultation from a specialist in deaf and hard of hearing disabilities.

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

Funding: Total cost is not to exceed \$5,000.00 from Special Education budget 0142054201-5805.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Sheila Doctors, Deaf and Hard of Hearing Consultant, for consultation services effective November 15, 2012 through June 30, 2013.

JM:LR:vh

CONSENT ITEM

**DATE:** November 14, 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 SUBMISSION OF APPLICATION FOR THE 21<sup>ST</sup> CENTURY COMMUNITY LEARNING CENTER FEDERAL GRANT-FUNDED AFTER SCHOOL PROGRAM

Background: The Fullerton School District After School Program has been federally-funded by the 21<sup>st</sup> Century Community Learning Center Grant, as well as the State-funded Proposition 49 – After School Education and Safety Program Grant. The program operates at ten school sites and services 1,500 children daily.

Rationale: This application will allow the Fullerton School District to increase after school program opportunities at existing program sites. In addition, the grant will provide preschool parent/child interactive courses, summer camp, and a family literacy program. The application is due November 30, 2012.

Funding: Program funding will be applied to cover program costs.

Recommendation: Approve submission of application for the 21<sup>st</sup> Century Community Learning Center federal grant-funded After School Program.

MD:MC:ln

CONSENT ITEM

**DATE:** November 14, 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/RATIFY EARLY CHILDHOOD EDUCATION SCHOOL READINESS INITIATIVE GRANT, AGREEMENT NUMBER: 38804, BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013**

Background: Fullerton School District operates the School Readiness program that defines and promotes school readiness for all children from prenatal to age five. The Early Childhood Education School Readiness Initiative Grant, Agreement Number: 38804, awards the District an amount not to exceed \$600.00 for training and technical assistance for the School Readiness program.

Rationale: The funds will support additional technical assistance within the School Readiness program and offer preschool GLAD training for our new teachers.

Funding: Fullerton School District will receive an amount not to exceed \$600.00. Funding is applied to Child Development budget #392.

Recommendation: Approve/Ratify Early Childhood Education School Readiness Initiative Grant, Agreement Number: 38804, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2012 through June 30, 2013.

MD:MC:ln  
Attachment

2 FULLERTON SCHOOL DISTRICT  
3 EARLY CHILDHOOD EDUCATION  
4 SCHOOL READINESS INITIATIVE GRANT

5 This AGREEMENT is hereby made and entered into this 1st day of  
6 July, 2012, by and between the Orange County Superintendent of  
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
8 referred to as SUPERINTENDENT, and Fullerton School District, 1401  
9 West Valencia Drive, Fullerton, California 92833, hereinafter  
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be  
11 collectively referred to as the Parties.

12 WHEREAS, SUPERINTENDENT has received grant funds from the Orange  
13 County Children and Families Commission to provide services to Orange  
14 County students through the delivery of the School Readiness  
15 Initiative Grant;

16 WHEREAS, SUPERINTENDENT is in need of special services and  
17 advice; and

18 WHEREAS, the Orange County Children and Families Commission  
19 requires that SUPERINTENDENT allocate a portion of the School  
20 Readiness Initiative grant funds to school districts for  
21 implementation of the Early Childhood Education Program, hereinafter  
22 referred to as PROGRAM; and

23 WHEREAS, DISTRICT and its school teachers have expertise with  
24 the targeted school population and in providing the services  
25 required.

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

1 1.0 TERM. This AGREEMENT shall be in full force and effect for the  
2 period commencing July 1, 2012 and ending on June 30, 2013, subject  
3 to termination as set forth in this AGREEMENT.

4 2.0 GRANT AWARDS. SUPERINTENDENT has awarded grant funds to DISTRICT  
5 for participation in the School Readiness Initiative Grant Program.  
6 DISTRICT agrees to use grant funds on training and technical  
7 assistance. Grant funds shall only be used for the activities  
8 described in Exhibit "A", Sample List of Program Activities, which is  
9 attached hereto and incorporated by reference.

10 3.0 ASSURANCES. DISTRICT agrees to abide by the sample list of  
11 program activities as described in Exhibit "A", which is attached  
12 hereto and incorporated by reference herein. **All funds must be spent**  
13 **by June 30, 2013. It is the responsibility of the Coordinator at the**  
14 **grant funded site to submit all required paperwork to**  
15 **SUPERINTENDENT'S designated grant Coordinator.**

16 4.0 PAYMENT.

17 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to  
18 exceed Six hundred dollars (\$600.00) for those activities identified  
19 in Section 2.0 of this AGREEMENT. **Pre-approval must be obtained by**  
20 **submitting the Expenditures Pre-Approval Form, which is attached**  
21 **hereto as Exhibit "B" and incorporated by reference herein, and**  
22 **reimbursement must be obtained by submitting the Expenditures Claim**  
23 **Form attached as Exhibit "C" and incorporated by reference herein.**  
24 Payment shall be made to DISTRICT upon completion of approved  
25 activity identified in Section 2.0, SUPERINTENDENT'S receipt and  
approval of an invoice in triplicate, Exhibit "B", Expenditures Pre-

1 Approval Form, and Exhibit "C", Expenditures Claim Form. All invoices  
2 to SUPERINTENDENT shall be supported at DISTRICT'S facility by source  
3 documentation which shall include, but not be limited to: ledgers,  
4 journals, time sheets, invoices, bank statements, canceled checks,  
5 receipts, receiving records, and records of services provided.

6 DISTRICT'S invoice for the period commencing July 1, 2012, and ending  
7 June 30, 2013, Exhibit "B", Expenditures Pre-Approval Form, and  
8 Exhibit "C", Expenditures Claim Form, are due on or before April 30,

9 2013. Payment shall be mailed to: Fullerton School District, 1401  
10 West Valencia Drive, Fullerton, California 92833, or at such other  
11 place as DISTRICT may designate in writing.

12 B. DISTRICT shall not claim reimbursement for items as  
13 described in Exhibit "A", Sample List of Program Activities, provided  
14 under this AGREEMENT.

15 C. SUPERINTENDENT may withhold or delay any payment should  
16 DISTRICT fail to comply with any of the provisions set forth in this  
17 AGREEMENT.

18 D. The obligation of SUPERINTENDENT under this AGREEMENT is  
19 contingent upon the availability of funds furnished by the Orange  
20 County Children and Families Commission. In the event that such  
21 funding is terminated or reduced, this AGREEMENT may be terminated,  
22 and SUPERINTENDENT fiscal obligations hereunder shall be limited to a  
23 pro rated amount of funding actually received by the SUPERINTENDENT  
24 under the grant. SUPERINTENDENT shall provide DISTRICT written  
25 notification of such termination. Notice shall be deemed given when

1 received by the DISTRICT or no later than three (3) days after the  
2 day of mailing, whichever is sooner.

3 5.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an  
4 independent contractor and shall be wholly responsible for the manner  
5 in which the services required by the terms of this AGREEMENT are  
6 performed. Nothing herein contained shall be construed as creating  
7 the relationship of employer and employee, or principal and agent,  
8 between SUPERINTENDENT and DISTRICT. DISTRICT assumes the  
9 responsibility for the acts and omissions of its employees or agents  
10 as they relate to the services to be provided. DISTRICT, its  
11 officers, agents and employees, shall not be entitled to any rights,  
12 and/or privileges of SUPERINTENDENT'S employees and shall not be  
13 considered in any manner to be SUPERINTENDENT'S employees.

14 6.0 HOLD HARMLESS/INDEMNIFICATION.

15 A. DISTRICT hereby agrees to indemnify, defend, and hold  
16 harmless SUPERINTENDENT, the Orange County Board of Education, and  
17 its officers, agents and employees from every claim or demand made  
18 and every liability, loss, damage or expense, of any nature  
19 whatsoever, which may be incurred by reason of any negligent acts or  
20 omissions of employees, agents, or officers of DISTRICT during the  
21 period of this AGREEMENT.

22 B. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
23 harmless DISTRICT, its Governing Board, officers, agents and  
24 employees from every claim or demand made and every liability, loss,  
25 damage or expense, of any nature whatsoever, which may be incurred by  
reason of any negligent acts or omissions of employees, agents, or

1 officers of SUPERINTENDENT or the Orange County Board of Education  
2 during the period of this AGREEMENT.

3 7.0 COPYRIGHT/TRADEMARK/PATENT. CONTRACTOR understands and agrees  
4 that all matters produced under this AGREEMENT shall become the  
5 property of SUPERINTENDENT and cannot be used without  
6 SUPERINTENDENT'S prior express written permission. SUPERINTENDENT  
7 shall have all right, title and interest in said matters, including  
8 the right to secure and maintain the copyright, trademark and/or  
9 patent of said matter in the name of the SUPERINTENDENT. Therefore,  
10 all matters produced and created by DISTRICT for SUPERINTENDENT'S  
11 School Readiness Initiative Grant Program shall become the property  
12 of SUPERINTENDENT.

13 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
14 unlawful discrimination of persons because of race, color, religious  
15 creed, national origin, ancestry, physical handicap, medical  
16 condition, marital status, or age or sex of such persons.

17 9.0 APPLICABLE LAW. The services completed herein must meet the  
18 approval of the SUPERINTENDENT'S general right of inspection to  
19 secure the satisfactory completion thereof. DISTRICT agrees to  
20 comply with all federal, state and local laws, rules, regulations and  
21 ordinances that are now or may in the future become applicable to  
22 DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
23 operations covered by this AGREEMENT or occurring out of the  
24 performance of such operations.

1 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
2 performance of any of the services in this AGREEMENT without prior  
3 written approval of the SUPERINTENDENT.

4 11.0 RETENTION OF RECORDS. DISTRICT shall preserve and make  
5 available, to SUPERINTENDENT and the State of California, all records  
6 for a period of five (5) years from the date of final payment under  
7 this AGREEMENT, and for such a longer period, if any, as is required  
8 by applicable statute, or by any other clause of this AGREEMENT.

9 12.0 TOBACCO USE POLICY. In the interest of public health,  
10 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
11 use of any tobacco products are prohibited in buildings and vehicles,  
12 and on any property owned, leased or contracted for by the  
13 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
14 abide with conditions of this policy could result in the termination  
15 of this AGREEMENT.

16 13.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
17 or DISTRICT with or without cause, upon the giving of thirty (30)  
18 days prior written notice to the other party.

19 14.0 NOTICES. All notices or demands to be given under this AGREEMENT  
20 by either party to the other shall be in writing and given either by:  
21 i) Personal service, or ii) U.S. Mail, mailed either by registered or  
22 certified mail, return receipt requested, with postage prepaid.  
23 Service shall be considered given when received if personally served  
24 or, if mailed, on the third (3rd) day after deposit in any U.S. Post  
25 Office. The address to which notices or demands may be given by  
either party may be changed by written notice given in accordance

1 with the notice provisions of this section. As of the date of this  
2 AGREEMENT the addresses of the parties are as follows:

3 DISTRICT: Fullerton School District  
4 1401 West Valencia Drive  
5 Fullerton, California 92833  
6 Attn: \_\_\_\_\_

7 SUPERINTENDENT: Orange County Superintendent of Schools  
8 200 Kalmus Drive  
9 Costa Mesa, California 92626  
10 Attn: Patricia McCaughey

11 15.0 SEVERABILITY. If any term, condition or provision of this  
12 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
13 void, or unenforceable, the remaining provisions will nevertheless  
14 continue in full force and effect, and shall not be affected impaired  
15 or invalidated in any way.

16 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
17 be governed by the laws of the State of California, with venue in  
18 Orange County, California.

19 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
20 attached hereto constitute the entire agreement between  
21 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
22 made shall be ineffective to modify this AGREEMENT in whole or in  
23 part unless such agreement is embodied in an Amendment to this  
24 AGREEMENT which has been signed by both Parties. This AGREEMENT  
25 supersedes all prior negotiations, understandings, representations  
and agreements.

////

////

1 IN WITNESS WHEREOF, the Parties hereto have caused this  
2 AGREEMENT to be executed.

3 DISTRICT: FULLERTON SCHOOL DISTRICT ORANGE COUNTY SUPERINTENDENT  
4 OF SCHOOLS

5 BY: \_\_\_\_\_ BY: Patricia McCaughey  
6 Authorized Signature Authorized Signature

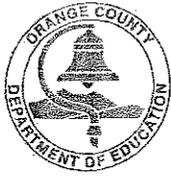
7 PRINT NAME: Robert Pletka, Ed.D. PRINT NAME: Patricia McCaughey

8 TITLE: Superintendent TITLE: Coordinator

9 DATE: \_\_\_\_\_ DATE: October 12, 2012

10 95-6001405  
11 TAXPAYER IDENTIFICATION NUMBER

12 Local-Fullerton School District-SchoolReadiness(38804)13  
13 ZIP9



WILLIAM M. HABERMEHL  
County Superintendent of Schools

## School Readiness Program Training & Technical Assistance Funding

EXHIBIT "A"



Services for  
Early Education  
& Development

### Sample List of Program Activities

(Pre-Approval is REQUIRED for ALL activities)



Preschool GLAD Training (Retained Cost)



Early Language and Literacy Classroom Observation Training (ELLCO)



Early Childhood Environment Rating Scale-R (ECERS)



Center for Improving the Readiness of Children for Learning and Education Transitions (CIRCLE)



Preschool Learning Foundations



Assessment and Observation – data to drive training and instruction



Desired Results Development Profile – Revised (DRDP-R)



Latino Family Literacy Project



Other appropriate training and training materials pre-approved by the OCDE School Readiness Coordinator



Food, Mileage, Lodging, Travel Expenses



Training not pre-approved by the OCDE School Readiness Coordinator



Substitute Teachers/Extra work hours stipends



Other



## T&TA Expenditures Pre-Approval Form

Please submit prior to any T&TA expenditure. Once approved, a copy will be emailed to you.

Submit Form To: Cristina Blevins, Project Specialist, Orange County Department of Education

E-MAIL: [cblevins@ocde.us](mailto:cblevins@ocde.us) FAX: 714.437.5446 PHONE: 714.327.8185

School District \_\_\_\_\_

Early Learning Specialist \_\_\_\_\_ Date \_\_\_\_\_

### Expenditure Description

Vendor Name:	Total Cost:
Materials Description and Rationale for Purchase (Impact on Programs/Services for Children 0-5):	

Conference/Training Name and Date:	Total Cost:
List of Attendees	

### REQUIRED ATTACHMENTS:

*Materials* – Attach list of materials to include vendor name, shipping cost, taxes, and any additional cost in excess of actual materials.

*Conferences/Trainings* – Attach flyer/registration form.

### REIMBURSEMENT PROCEDURE:

*OCDE Retained Costs*- Some OCDE Provided Trainings/Materials are considered retained costs (i.e. Preschool GLAD, CPIN, SEED Trainings) and require no Purchase Order for payment. Please contact Mary Johnson @ 714.327.1076 or [mjohnson@ocde.us](mailto:mjohnson@ocde.us) to verify.

*Other Pre-Approved Expenditures*- School District is responsible for purchase. Upon expenditure of total allotted T&TA funds, please submit **T&TA Expenditure Claim Form** to request reimbursement. (Proof of payment is required to be reimbursed).

Approval:

\_\_\_\_\_  
Cristina Blevins, Project Specialist, School Readiness

\_\_\_\_\_  
Date



School Readiness Program  
Training & Technical Assistance Funding

EXHIBIT "C"



Services for  
Early Education  
& Development

# T & TA Expenditures Claim Form

To be submitted by April 30, 2013 OR upon expenditure of total allotted funds

**Submit Form To:**

Orange County Department of  
Education  
Cristina Blevins  
Project Specialist, School Readiness  
FAX: 714.437.5446  
E-Mail: kblevins@ocde.us

School District \_\_\_\_\_

Early Learning Specialist \_\_\_\_\_

Date \_\_\_\_\_

Expenditure Description	Pre- Approval Date	Amount
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		

**Required Attachments:**

*Reimbursement Requests* – Please attach proof of payment (copy of check that paid for the expenditure, paid purchase order or receipt).

**OCDE Retained Costs:**

Attachments for retained costs (e.g. sign-in sheets for Preschool GLAD, CPIN, SEED trainings) will be attached by OCDE.

Approval: \_\_\_\_\_  
Cristina Blevins, Project Specialist, School Readiness

\_\_\_\_\_ Date

CONSENT ITEM

**DATE:** November 14, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Susan Albano, Director, Educational Services  
**SUBJECT:** **APPROVE 2012/2013 SINGLE PLAN FOR STUDENT ACHIEVEMENT (SPSA) AND CATEGORICAL BUDGETS FOR ALL SCHOOL SITES**

Background: During the fall of 2012, each principal, leadership team, staff, English Learner Advisory Committee, and School Site Council conducted an in-depth analysis of their Standardized Testing and Reporting (STAR) data as well as the data obtained from Fullerton School District's benchmark assessments. As a result of this data analysis, each school identified areas of focus and grade level Specific and Strategic, Measurable, Attainable, Results-based, Time-bound (SMART) goals as part of their 2012/2013 SPSA. All plans and budgets have been approved and signed by each School Site Council.

Required contents of the Single Plan for Student Achievement (SPSA) include data sources, schoolwide Adequate Yearly Progress (AYP) and Academic Performance Index (API) scores, subgroup AYP and API scores, benchmark assessment data, California English Language Development Test (CELDT) and reclassification data, data analysis process, content target area improvement plan, and an evaluation plan.

Each school site has prepared an Executive Summary delivered to members of the Board of Trustees.

A complete copy of each SPSA is available for review through the Superintendent's Office.

Rationale: The Single Plan for Student Achievement is a requirement under the No Child Left Behind Act of 2001 and must be approved annually by the Board of Trustees.

Funding: Not applicable.

Recommendation: Approve 2012/2013 Single Plan for Student Achievement (SPSA) and categorical budgets for all school sites.

JM:SA:nm

CONSENT ITEM

**DATE:** November 14, 2012

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

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

**SUBJECT:** **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND ALLIANT INSURANCE SERVICES, INC., FOR HEALTH BENEFITS COMMITTEE TRAINING AND EDUCATIONAL SERVICES FOR THE 2012/2013 SCHOOL YEAR**

Background: The District operates a Health Benefits Committee made up of representatives from the three employee associations. The Committee receives and reviews information regarding the various insurance benefits offered by the District from its insurance brokers and administrators, and communicates with their respective association members about District insurance matters. In order for committee members to be more knowledgeable and better equipped to make educated recommendations on behalf of the District and its employees, District staff is recommending that a contract for training and educational services for the Committee be entered into with Alliant Insurance Services, Inc. The recommended contract provides for three to four training sessions which will cover a variety of topics concerning health insurance, including introduction to health risk management, underwriting, available insurance products, cost drivers and market trends, federal health care reform, health insurance pools, etc.

Rationale: Health insurance costs amount to more than 12% of the District's general fund budget. Therefore, controlling these costs is a significant factor in the District's overall financial situation. In light of continued cost increases as well as changes to our employee benefit programs which will be brought about by federal health care reform, it is imperative that Health Benefits Committee members be informed and knowledgeable about issues surrounding health care and insurances.

Funding: The cost of this service is \$12,000.00 to be paid from the Unrestricted Fund.

Recommendation: Approve Contract between Fullerton School District and Alliant Insurance Services, Inc., for Health Benefits Committee Training and Educational Services for the 2012/2013 school year.

SCH:gs  
Attachment



## **CONSULTING AGREEMENT**

This consulting agreement (herein referred to as the "Agreement") is made on 11/6/2012 by and between Fullerton School District (herein referred to as the "Client") and Alliant Insurance Services, Inc. (herein referred to as the "Consultant").

### **RECITAL OF FACTS**

The Consultant is engaged in the business of providing services as an employee benefit consultant and insurance broker. The Client now wishes to engage the services of the Consultant to provide consulting services (herein referred to as "Services") for the Client's Employee Benefits programs (herein referred to as "Plans"), subject to the terms and conditions set forth below.

### **1. SCOPE OF SERVICES**

- A.** The Client hereby engages Consultant, and Consultant hereby accepts such engagement, to perform the Services (defined in the attached Exhibit I) on behalf of the Client, all in accordance with the terms and conditions of this Agreement. Nothing provided herein, nor in the list of Services, is provided as legal or tax analysis or opinion and none of the Services performed by Consultant shall be interpreted to be or relied upon as legal or tax analysis, opinion, or advice.
- B.** The Consultant shall not have discretionary authority or discretionary control with respect to the management of any of the Plan's funds, nor have independent authority to exercise any control respecting management or disposition of the assets of such Plans, nor render any investment advice with respect to any money or other property of such Plans. The Client agrees that the Consultant is not a "fiduciary" for purposes of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, and that the Client shall not represent that the Consultant is a fiduciary.
- C.** To enable Consultant to perform the Services, the Client shall, upon execution of this Agreement, and thereafter promptly upon the request of Consultant, provide all information regarding the Client and its existing plans as requested by Consultant in connection with its performance of the Services. Consultant agrees to perform the Services in accordance with professional standards recognized in its business, and that adequate personnel, as determined in its sole discretion, will be assigned for that purpose. Consultant will advise the Client of its progress throughout this engagement.

### **2. DEFINITIONS**

When used throughout this Agreement, capitalized terms, whether in the singular or in the plural form, shall have the meanings ascribed to them at their first occurrence. In addition, the following terms, when capitalized, whether in the singular or in the plural form, shall have the meanings set forth below:

- A.** Commission – Remuneration paid by Client's insurance carriers (or excess pools) directly to Consultant.

- B. Compensation – Remuneration paid to Consultant as consideration for its Services performed under this Agreement, which shall be in the form of either a Fee and/or Commission.
- C. Confidential Information – Information considered by its owner to be confidential, proprietary and/or trade secret including, without limitation, client information, data, recommendations, proposals, reports and similar information, and work product.
- D. Disclosing Party – The Party disclosing Confidential Information under this Agreement.
- E. Fee – Annual remuneration paid monthly, quarterly, or as agreed upon by Client directly to Consultant for Services (does not include Commission).
- F. Party – Client or Consultant.

### 3. TERM AND TERMINATION

- A. **Initial Term:** The term of this Agreement shall begin on the date specified and shall end twelve (12) months later.
- B. **Automatically Renew:** Unless either Party notifies the other Party in writing, this Agreement shall be automatically renewed for successive one-year period(s).
- C. **Termination during Initial Term:** The Agreement may not be terminated by either Party during the initial 12-month term of the Agreement unless such termination is in response to a material breach of the Agreement. The breaching Party must be provided with written notice of such breach and be afforded twenty-one (21) days to remedy the breach. If the breach is not remedied during the 21 day period, the non-breaching Party may terminate the Agreement with seven (7) days written notice.
- D. **Termination after Initial Term:** After the Initial term, either Party may terminate the Agreement upon sixty (60) calendar days written notice to the other Party.
- E. **Final Fees:** Upon termination, the Consultant shall issue a final invoice for any billable services performed and related expenses incurred by the Consultant. The Client shall pay such invoice within thirty (30) calendar days of receipt.

### 4. SUPPORT

- A. The Client shall provide the Consultant with such support facilities and information as may be necessary to enable the Consultant to properly perform its services. Consultant may rely on this information as accurate and complete.
- B. The Consultant will utilize the Consultant's employees or subcontractors for the purposes of performing obligations under this Agreement. The Client may reasonably request that the Consultant assign different consulting personnel to perform the services under this Agreement. Specific personnel will be assigned to the Client as needed. The Consultant reserves the right to reassign personnel at any time.

- C. If, in the opinion of the Consultant, an attorney, actuary, physician, dentist, accountant, investment counsel, investment analyst or similar professional (an "Outside Professional") needs to be retained, the Consultant will notify the Client of such need. If both parties agree to such need, the Client will then retain such professional and be the responsible Party for such service and cost. The Client agrees to require the Outside Professional to share information with the Consultant as reasonably required to allow the Consultant to perform services under this Agreement unless such sharing would violate professional or ethical duties or rules. The Consultant retains no responsibility for recommendation of a particular Outside Professional and does not warrant, represent or guarantee the ability or performance of a particular Outside Professional.

## **5. THIRD-PARTY BROKERS**

Consultant may determine from time to time that it is necessary or appropriate to utilize the services of third-Party brokers (such as underwriting managers and reinsurance brokers) to assist in marketing the Client insurance program. Subject to the provisions herein, these third-Party brokers may be affiliates of Consultant (e.g., other companies of Consultant that provide services other than those included within the Scope of Services of this Agreement), or may be unrelated third-Party brokers. Compensation to such third-Party brokers will not be part of Consultant's Fee.

## **6. OTHER THIRD PARTIES**

Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person, firm, or corporation, other than the parties to this Agreement, any remedy or claim under or by reason of this Agreement as third-Party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the parties to this Agreement.

## **7. CONFIDENTIALITY AND OWNERSHIP OF RECORDS, WORK PRODUCT, AND OTHER DOCUMENTS**

**A. Confidential Information.** The services and work product exchanged by the Parties under this Agreement are to be used exclusively to carry out the terms, conditions, and purposes set forth herein. The Parties acknowledge that during the term of this Agreement, they may each exchange Confidential Information. Except as otherwise provided herein or as required by applicable law, the Parties understand and agree that they will not disclose, distribute, use, or rely upon Confidential Information received from the other without the permission of the Disclosing Party.

**B. Ownership.** Except as otherwise provided in this Agreement, Confidential Information is and remains the absolute and exclusive property of the Disclosing Party and/or its affiliates, and is its unique and valuable asset. Unless otherwise authorized by this Agreement, no copies of Confidential Information shall be made without the written permission of the Disclosing Party. The Parties agree that, except as otherwise provided herein, they will not directly or indirectly communicate, divulge, or otherwise disclose any of the other's Confidential Information to any unauthorized person, firm, or corporation, and shall prevent, to the best of their ability, the unauthorized disclosure of such Confidential Information to others.

- i. **Work Product.** The Client shall retain all ownership rights in and to any information, data, methods, specifications or products supplied by the Client. The Consultant shall retain all ownership rights in and to any information, data, benefit analysis, specifications or products (collectively, "Work Product") supplied by the Consultant, together with all intellectual property rights herein. The Work Product is solely for use by the Client and its Plans and may not, without Consultant's written agreement, be shared with anyone else other than Client employees, Plan participants and beneficiaries, Client advisors with a need to know, or as otherwise required by law.

**C. Exclusions.** The following types of information shall not be considered confidential:

- i. Information in the public domain or that becomes a part of the public domain, other than as a result of a breach of the confidentiality provisions of this Agreement;
- ii. Information that is independently developed by either Party as demonstrated by the Party's records;
- iii. Information that is disclosed by a third Party whom the Recipient Party has no reason to believe has any confidentiality or fiduciary obligation to the owner of such information; or
- iv. Information that is required to be disclosed by law or judicial process, provided the Disclosing Party gives the Non-Disclosing Party prior notice of subpoena or request for information so that the Non-Disclosing Party can seek a protective order, or other appropriate injunctive relief.

**D. Reasonable Efforts.** The Parties agree to employ reasonable and customary business practices to protect and secure Confidential Information from unauthorized release or distribution and to limit access and usage of such information to those employees, officers, agents, and representatives who "need to know" in order to provide the products and Services under this Agreement. The Parties further agree that those employees, officers, agents, and representatives who are privy to Confidential Information shall be informed about the confidential nature of the information and required to maintain its confidentiality as provided under this Agreement.

**E. Privacy.** Each Party agrees that it shall comply with any requirements of prevailing privacy laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, to the extent applicable to its activities conducted pursuant to this Agreement.

## **8. CONSULTANT AS INDEPENDENT CONTRACTOR**

Consultant is an independent contractor of Client. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between Client and Consultant. The parties shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of their respective employees, agents and subcontractors. Neither Party shall have authority to sign any document on behalf of the other, or to commit the other in any manner whatsoever, without the prior authorization of that Party.

## **9. LIMITATION OF LIABILITY / INDEMNITIES**

- A. Plans.** The Consultant shall have no responsibility, risk, liability or obligation for funding of the Plans. The responsibility and obligation for funding the Plans shall reside solely and totally with the person or entities provided in the Plans. The Plans and Plan provisions recommended by the Consultant to the Client are solely recommendations by the Consultant and the Client, not the Consultant, has the ultimate authority to select and modify Plans. The Consultant has no discretion or control with respect to the management of any such Plans. Further, the Consultant has no independent authority to exercise any control of the management or disposition of any assets of such Plans.
- B. Advice and Recommendations.** Consultant is not responsible for Client's compliance with regulation and statutes affecting the Plans. Consultant's advice or recommendations shall not be construed as legal advice. The Client agrees that it will, if it deems it necessary, seek legal advice from its own legal counsel on whether particular advice or recommendations satisfy applicable law.
- C. Indemnity: Consultant.** In the event that Consultant, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, any provision of the Agreement, or any written rule, regulation, policy, procedure or similar instruction related to Services, Consultant shall indemnify, defend, and hold Client harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's Fees), incurred by Client in connection with such conduct.
- D. Indemnity: Client.** In the event that Client, its agents, employees, representatives, or assigns, negligently or intentionally violate any law or regulation, or any provision of the Agreement, Client shall indemnify, defend, and hold Consultant harmless from and against all loss and damage, including any reasonable costs or expenses (including attorney's Fees), incurred by Consultant in connection with such conduct.
- E. Limitation of Liability.** Consultant's liability to the Client for any damages arising from the Services rendered hereunder is limited to the amount of Service Fees paid to Consultant for such services pursuant to this Agreement, and in no event shall Consultant be liable to the Client for any incidental or consequential damages arising from the Services, unless caused by Consultant's gross negligence or willful misconduct. This limitation of liability for Consultant extends to all of its representatives, attorneys, accountants, directors, officers, agents, and employees.

## 10. OBLIGATIONS AND WARRANTIES

- A. Obligations of Client.** Client will cooperate with Consultant in the performance of Consultant's duties by providing complete and accurate information as to Client's loss experience, risk exposures, and any other pertinent information that Consultant requests. Client shall promptly review coverage documents concerning the employee benefits insurance and products delivered by Consultant for consistency with Client's specifications. In addition, Client shall have the responsibility to keep record of and immediately report significant changes in exposures, loss-related data, and/or any other material changes to Consultant. This reporting must be memorialized in writing and delivered to Consultant in accordance with the notice provisions below.
- B. Warranty.** Consultant warrants that the Services performed by Consultant, its employees, agents and subcontractors, will be of a high quality and performed in a

professional manner in accordance with industry standards and practice, and in compliance with all applicable laws and regulations, including but not limited to all applicable licensing requirements. Consultant also warrants that the Services provided in this Agreement and any attachments will meet the requirements of this Agreement.

## **11. NO ASSIGNMENT WITHOUT WRITTEN AGREEMENT**

This Agreement is binding upon the Parties hereto and their respective successors by merger, sale, consolidation, or reorganization. Neither Party shall assign its interest in, or delegate the performance of its obligations under this Agreement to any other person or entity without prior written consent by both parties. Consultant shall not subcontract any Service under this Agreement without advance written approval from Client. Any such subcontract shall incorporate by reference the terms and conditions of this Agreement. This Agreement inures to the benefit of the parties and their permitted successors and assignees.

## **12. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of California without reference to its conflicts of law principles.

## **13. AGREEMENT TO ARBITRATE**

The Parties agree to arbitrate any controversy, claim, or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the Parties' only recourse for such claims and the Parties waive the right to pursue such claims in any other forum, unless otherwise required by law. Notwithstanding the foregoing, both parties shall have the right to seek temporary equitable relief in a court of law concerning any controversy claim or dispute between them arising out of or in any way related to this Agreement as set forth above. Any permanent equitable relief, however, shall be solely adjudicated by the arbitrator who shall apply the applicable state or federal law in determining whether or not to grant equitable relief.

- A. Initiation of Arbitration.** In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations. Either Party can initiate arbitration by timely serving or mailing a written notice to the contact and address provided at the end of this Agreement. Any notice of arbitration that is served by mail shall not be deemed complete until five (5) days after the postmarked date.
- B. Arbitration Procedure.** The arbitration shall be conducted by a single neutral arbitrator before JAMS, The Resolution Experts ("JAMS") and in accordance with the JAMS Rules. If the Parties are unable to agree on a single neutral arbitrator, the arbitrator shall be selected in accordance with the then current rules of JAMS. The arbitration shall be held in San Diego, CA, unless the parties mutually agree otherwise. The parties are entitled to representation by an attorney or other representative of their choosing. The prevailing Party shall recover all reasonable Fees associated with the arbitration. The arbitrator shall have the power to enter any award that could be entered by a judge of a trial court, and only such power, and shall issue a written and signed decision that sets forth findings of fact and conclusions of law upon which the decision is based. The arbitrator

shall follow the law and, except as otherwise provided herein, shall have no power to alter, modify, ignore, or otherwise deviate from the express terms of this Agreement. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof, subject to the limited judicial review provided for by applicable state law, such as California Code of Civil Procedure §§1285-1288.

- C. Enforceability. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law, and shall be in accordance with the procedures established for arbitration under the state law. The parties understand that by agreeing to arbitrate their disputes, they are giving up their right to have their disputes heard in a court of law and, if applicable, by a jury.

#### **14. ATTORNEYS' FEES**

The prevailing Party in any court or administrative proceeding to enforce or interpret the provisions of this Agreement shall be entitled to recover reasonable attorneys' fees and costs incurred in the prosecution or defense of said action, in addition to any other relief to which that Party might otherwise be entitled.

#### **15. INTEGRATED AGREEMENT**

It is understood and agreed that this Agreement, including the attached exhibits, constitutes the complete understanding of the parties hereto with respect to the subject matter hereof, and all provisions, negotiations, and representations, whether oral or written, not included herein are hereby abrogated. This Agreement supersedes all prior agreements entered into between the parties, save for any provisions in the attached exhibits. This Agreement may not be changed, modified or varied except by written instrument signed by both parties.

#### **16. MATERIAL CHANGE**

In the event that Client operations change substantially, thus changing the scope and nature of exposures, losses, and/or insurance program(s), the Parties will negotiate in good faith to revise this Agreement's Compensation arrangement as appropriate. It is agreed and understood that a material change shall include a change in existing coverage or limits, and/or lines of coverage.

#### **17. SEVERABILITY PROVISION**

If any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable for any reason, then the same may be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

#### **18. SURVIVAL**

Any terms, conditions, warranties, and any other provisions evidently intended to have continuing effect, shall survive the completion of the performance, and the expiration or termination, of the Agreement.

**19. NOTICES**

All notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other Party in accordance with this Section. All notices, requests, and other communications given under this Agreement, shall be in writing and deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) five (5) business days after being sent by U.S. certified mail (charges prepaid); or (d) one (1) business day after being sent to the recipient by fax or email transmission.

**20. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy set forth herein will be deemed a waiver of any right or remedy. No waiver of any provision, breach, remedy, or right under this Agreement shall be valid or binding unless executed in a signed writing by the Party making the waiver. No waiver shall constitute a waiver of any other provision, breach, remedy, or right under this Agreement, nor shall any waiver constitute a continuing waiver.

**21. HEADINGS AND CONSTRUCTION**

The Parties agree that the headings and sections of this Agreement are used for convenience only and shall not be used to interpret the provisions herein. The Parties also agree that the terms of this Agreement were jointly negotiated and each has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting Party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

ALLIANT INSURANCE SERVICES, INC.

CLIENT

By: \_\_\_\_\_  
Name: Michael Menerey  
Title: First Vice President

By: \_\_\_\_\_  
Name: Susan Hume  
Title: Asst. Superintendent, Business Services

Address for Notices:

Address for Notices:

Alliant Insurance Services Inc.  
Michael Menerey  
First Vice President  
333 S. Hope Street, Suite 3750  
Los Angeles, CA 91007

Fullerton School District  
Susan Hume  
Asst. Superintendent, Business Services  
1401 W. Valencia Drive  
Fullerton, CA 92833

## **Exhibit I - Services**

This agreement pertains to the following group plans, which are currently or may subsequently be established by the Company.

- A. Medical insurance plans
- B. Dental insurance plans
- C. Vision insurance plans
- D. Employee Assistance Programs
- E. Life and Accidental Death insurance plans
- F. Disability insurance plans
- G. Administrative Plans (does not include provision of actual TPA services)
- H. Miscellaneous Employee Benefit Programs

### **Description of Services to be Performed:**

1. Health Benefits Committee Education – Includes 3-4 meetings. This will enable committee members to be more knowledgeable and better equipped to make educated recommendations on behalf of the district and its employees. Deliverables for this portion of the project include:
  - Preparation and Design of Educational Curriculum; topics may include:
    1. Insurance 101 and Underwriting Basics
    2. Products available in the Marketplace
    3. Cost Drivers, Market Trends and Introduction to Health Risk Management
    4. Health Care Reform: Overview and Impact
    5. Direct Purchasing vs. Pooled Purchasing
    6. How to evaluate Joint Purchasing Programs
  - Leadership and facilitation of committee meetings

## **Exhibit II – Compensation**

- A. Standard Services:** Services associated with this Compensation schedule are defined in Exhibit I.
- B. Changes in Services.** The Fee is subject to adjustment if Client requests a change in Services and/or employee benefits insurance or products, or if the Client's size or organization changes to alter the time involved in the Service. Tasks or functions that are not presently included in the Service may be available on a "per service basis" for a separate Fee.
- C. Payment.** The Fee shall be paid monthly, quarterly, or as otherwise agreed upon by the Parties. Payment shall be due no later than forty-five (45) days from the date of the invoice.

The Parties agree to the following:

The Fee for Services outlined in Exhibit I will be a flat Fee of twelve thousand dollars (\$12,000).

DISCUSSION/ACTION ITEM

**DATE:** November 14, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE REVISED BOARD POLICY 1312.3 – UNIFORM COMPLAINT PROCEDURES (UCP)

Background: Recent changes in the legislature pertaining to anti-bullying required changing Board Policy 1312.3 – Uniform Complaint Procedures (UCP). The District typically emulates language provided by the California School Boards Association (CSBA) in developing board policies. However, CSBA has not updated its own UCP so the District’s revised policy is written in completely different language.

The old policy and the proposed draft policy were presented as a first reading during the Board Meeting held on October 23, 2012. It is now being presented to the Board for approval.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approved revised Board Policy 1312.3 – Uniform Complaint Procedures (UCP).

MLD:nm  
Attachments

# FULLERTON SCHOOL DISTRICT

## COMMUNITY RELATIONS

Policy No.: 1312.3

### Uniform Complaint Procedures - Page 1

Board Adopted: 11/4/08  
Revised/Approved by Board: 8/19/09

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The Board of Trustees recognizes that the District has primary responsibility for ensuring that it complies with state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level. The Board encourages the early, informal resolution of complaints at the site level whenever possible. The District shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the District's Uniform Complaint Procedures. (5 CCR 4620)

The District shall follow Uniform Complaint Procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any District program or activity that received or benefits from State financial assistance.

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with State and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and career technical and technical training programs, child care and development programs, child nutrition programs, and special education programs.

Complaints concerning special education programs shall be addressed in accordance with the regulations and procedures set forth in Federal Law and the State Education Code, which are included in the North Orange County Special Education Local Plan. The Uniform Complaint Procedures are included in the Parents Rights that are provided to the parent/guardian during the referral and Individualized Education Plan processes.

Complaints related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, and teacher vacancies and misassignments shall be investigated pursuant to the District's Williams Uniform Complaint Procedure.

The Board of Trustees prohibits retaliation in any form for the filing of the complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board of Trustees acknowledges and respects every individual's rights to privacy. Complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case-by-case basis.

# FULLERTON SCHOOL DISTRICT

## COMMUNITY RELATIONS

Policy No.: 1312.3

### Uniform Complaint Procedures - Page 2

Board Adopted: 11/4/08  
Revised/Approved by Board: 8/19/09

The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with Uniform Complaint Procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with State and federal laws and regulations.

The Superintendent or designee shall ensure that employees designated to receive and investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

#### Compliance Officer(s)

The Board designates the Assistant Superintendent of Personnel Services, 1401 West Valencia Drive, Fullerton, California 92833, (714) 447-7450 as the District's compliance officer to receive complaints, direct investigation of complaints, maintain records of complaints and subsequent related actions, and ensure District compliance with law.

#### Notifications

The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of District Uniform Complaint Procedures and information about available appeals, civil law remedies, and conditions under which the complaint may be taken directly to the California Department of Education. This notification must be (a) in English; (b) in the primary language of the students when 15% or more of the students in a school speak that language; or (c) in the mode of communication of the recipient of the notice.

Legal Reference:	Education Code	
	200-262.3	Prohibition of discrimination
	8200-8498	Child care and development programs
	49490-49560	Child nutrition programs
	52000-52049.1	School improvement programs
	52800-52863	School-based coordinated programs
	54000-54041	Economic impact aid programs
	56000-56885	Special education programs
	64000	Consolidated application process
	Code of Regulations, Title 5	
	3080	Application of sections 4600-4671
	4600-4671	Uniform Complaint Procedures

# **Fullerton School District**

## **Board Policy**

### **Uniform Complaint Procedures**

**BP 1312.3**

#### **Community Relations**

**Approved: August 19, 2009**

**Revised:**

The Board of Trustees recognizes that the Fullerton School District has primary responsibility for ensuring that it complies with State and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level. The Board encourages the early, informal resolution of complaints at the site level whenever possible. The District shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the District's Uniform Complaint Procedures. (5 CCR 4620)

This policy applies to the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by a local agency of federal or State law or regulations governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, and bullying.

This policy presents information about how the Fullerton School District processes UCP complaints concerning particular programs or activities in which we receive State or federal funding. A complaint is a written and signed Statement by a complainant alleging a violation of federal or State laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or State laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the State or receiving any financial assistance from the State. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.

Programs or activities in which the Fullerton School District receives State or federal funding are:

- Consolidated Categorical Aid Programs
- Child Care and Developmental Programs
- Child Nutrition Programs
- Special Education Programs
- Safety Planning Requirements

This policy also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation, and bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, race or ethnicity, religion, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local agency, which is funded directly by, or that receives or benefits from any State financial assistance.

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
3. Employment discrimination complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).
4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

### **The Responsibilities of Fullerton School District**

The Fullerton School District has the primary responsibility to insure compliance with applicable State and federal laws and regulations. The District shall investigate complaints alleging failure to comply with applicable State and federal laws and regulations and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.

The District UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. The person responsible for receiving and investigating complaints and ensuring our compliance with State and federal laws and regulations is:

Name or title: Assistant Superintendent, Personnel Services  
Address: 1401 W. Valencia Drive, Fullerton, CA 92833  
Phone Number: (714) 447-7450

The District ensures that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.

The District shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

The UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under State or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. The UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

A copy of the UCP complaint policies and procedures document shall be available free of charge.

### **Filing a Complaint with the Fullerton School District**

Except for Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, and complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with the District Superintendent or his or her designee alleging a matter which, if true, would constitute a violation by the District of federal or State law or regulation governing a program.

An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying shall be initiated by filing a complaint no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, and bullying. The time for filing may be extended in writing by the District Superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. The period for filing may be extended by the Superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six-month time period. The Superintendent shall respond immediately upon a receipt of a request for extension.

The complaint shall be filed by one who alleges that he or she has personally suffered unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to discrimination, harassment, intimidation, and bullying prohibited by this part.

An investigation of a discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.

Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, the District shall conduct and complete an investigation of the complaint in accordance with this policy and prepare a written decision; also known as a final report. This time period may be extended by written agreement of the complainant.

The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to evidence to support the allegations of non-compliance with State and federal laws and/or regulations.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by Fullerton School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The District shall issue a decision based on the evidence. The decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the District. The decision shall contain:

- (i) the findings of fact based on the evidence gathered,
- (ii) conclusion of law,
- (iii) disposition of the complaint,
- (iv) the rationale for such disposition,
- (v) corrective actions, if any are warranted,
- (vi) notice of the complainant's right to appeal the District's decision to the CDE, and
- (vii) procedures to be followed for initiating an appeal to the CDE.

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

State and Federal Laws cited:

1. 34 Code of Federal Regulations [CFR] §§ 300.510-511
2. California Code of Regulations [CCR] Title 5 §§ 4600–4687
3. California Code of Regulations [CCR] Title 5 § 4610(b)
4. California Code of Regulations [CCR] Title 5 § 4622
5. California Code of Regulations [CCR] Title 5 §§ **4630–4631**
6. California Education Code [EC] §§ 200, 220, 262.3
7. California Education Code [EC] § 262.3(d)
8. California Education Code [EC] § 35186
9. Government Code [GC] §§ 11135, 11138