

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, May 1, 2012  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:04 p.m. and Spencer Covert, legal counsel, led the pledge of allegiance to the flag.

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

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Mrs. Susan Hume, Mrs. Janet Morey

Guest present: Spencer Covert, *Parker and Covert, LLP*

Public Comments

No comments.

Recess to Closed Session – Agenda

At 5:05 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Call to Order, Pledge of Allegiance

The Board returned to Open Session at 6:04 p.m., and Boy Scout Troop 292 and Cub Scout Pack 1294 from Orangethorpe School, led the pledge of allegiance to the flag.

Report from Closed Session

President Sugarman reported that the Board voted 5-0 to Approve Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID # 763978. The District agrees to reimburse to the Parents an amount not to exceed \$2,000.00 (two thousand dollars) in OAH Case Nos. 2012030198/201230776, payable to "Pepperdine University School of Law."

President Sugarman reported that the Board voted 5-0 to Approve payment per Judgment between the Fullerton School District and the parents of Student ID # 764120. The District agrees to reimburse to the Parents an amount not to exceed \$6,475.00 in OAH Case No. 2011061318 payable to "Doug and Karen Yingling."

Introductions/Recognitions

Dr. Amanda Segovia Hale, Principal at Orangethorpe School, presented an overview of the school's many programs and activities. Mia Octavio, Jonah Ronquillo, Carlos Peña and Marixa Gonzalez (students) assisted Dr. Segovia Hale in the presentation.

President Sugarman introduced Robert Craven, new Director of Technology and Media Services. Dr. Hovey briefly shared Mr. Craven's qualifications for this position. Dr. Hovey shared that Mr. Craven and President Sugarman are both on the State Technology Task Force Committee.

President Sugarman shared about the Fullerton Technology Foundation fundraiser (Five Dollar Dots) to help support Discovery Streaming Video for the school sites.

Public Comments – Policy (see above)

No comments.

### Superintendent's Report

Dr. Hovey thanked Orangethorpe School for the great presentation at the Board meeting. On May 4, 2012, Dr. Hovey (along with several Board members and school site staff) will have an opportunity to attend a recognition ceremony in honor of Acacia, Laguna Road, and Robert C. Fidler School for being named California Distinguished Schools. In addition, Valencia Park School will be recognized for the Title I Academic Achievement Award.

Dr. Hovey shared that Parks Junior High School academic pentathlon competition was held on March 31, 2012. The 8<sup>th</sup> grade team came in second overall and first in the Super Quiz. There were 32 individual medals that included five first place and seven second place winners. Tate Minton (Varsity Level) and Noah Choi (Scholastic Level) came in first overall. The 7<sup>th</sup> grade team came in sixth place overall and third place in the Super Quiz. There were 19 individual medals that included two second place and three third place winners.

Dr. Hovey announced Beechwood's 7<sup>th</sup> grade placed seventh in the Science Olympiad and congratulated them for their achievements.

Dr. Hovey had the pleasure of attending the Rotary Club meeting where Raymond School's *Reading by 9* mentors were recognized. The Rotary Club also donated \$1,500.00 to the Fullerton Education Foundation who will then donate the monies to Nicolas Junior High School for the purchase of books. The Rotary Club of Fullerton will be presenting monetary awards at the May 22<sup>nd</sup> Board meeting to the All the Arts for All the Kids Foundation and Valencia Park Schools from the fundraising efforts of the Collage Concert, as well as to Maple and Richman Schools for the Community Investment Awards. Dr. Hovey thanked the Rotary Club for their ongoing support of the programs and schools within Fullerton School District.

### Information from the Board of Trustees

Trustee Thornley – She commented that it is nice to acknowledge the great things happening at the school sites. She congratulated the California Distinguished Schools (Acacia, Laguna Road, and Robert C. Fidler Schools). She commented that on May 14, 2012, Dr. Hovey, along with Dr. Mathew Barnett (Principal at Nicolas Junior High School), and Susan Mercado (Principal at Maple School), would be recognized at the ACSA Region 17 recognition dinner.

Trustee Thompson- no report.

Trustee Meyer- She attended Open House at Commonwealth and Laguna Road Schools. She is looking forward to many more Open House event in the near future. Trustee Meyer congratulated Pablo Diaz, Beechwood School teacher, for the creative event he started at Beechwood (Beechwood's 20% night). She attended the dedication of the heart for all the All the Arts for all the Kids Foundation at Hermosa Drive School. The Cut-a-Thon event on April 22, 2012 was very successful and thanked everyone that supported all three Foundations (Fullerton Technology Foundation, Fullerton Education Foundation, and All the Arts for All the Kids Foundation). The Fullerton Education Foundation is having their Putting Golf Tournament on May 4, 2012. Trustee Meyer is looking forward to the upcoming end of the year celebrations and the many awards employees have earned.

President Berryman- She attended the Saturday School program at Nicolas Junior High School and thanked the Lions Club for sponsoring the "Ask the Scientist Day". It is great to see the focus on Science and student interest. Trustee Berryman attended the Education Summit where Senator Huff presented information. She commended Commonwealth School and the Student Support Services Department for a job well done at the Open House for the Autism Program. She thanked the Child Development Services Department for their involvement in Faces of Fullerton; Becky D'Arrigo and the Science Committee were also engaging students in Science at Faces of Fullerton event.

President Sugarman- She shared that Salon Lujon donated 100% of the fundraising proceeds from the Cut-a-Thon event held on April 22<sup>nd</sup> to the three foundations. She gave kudos to Mr. Diaz at Beechwood for the successful 20% event. She commented that the Rotary Club hoedown event would be held on May 18th; the elementary concert on May 19th; and Benefit Concert for Instrumental/Music on May 31st at Plummer Auditorium.

PTA– Georgene Bravo – She reported most schools have held their nominations for the 2012/2013 board elections. The upcoming PTA Council President will be Anne Sinek and will replace outgoing President Georgene Bravo. The Spring luncheon will be held on May 15<sup>th</sup> at the Coyote Hills Country Club. PTA Convention will begin on May 9<sup>th</sup> and continue through May 12<sup>th</sup>.

FETA – Karla Turner – She shared that teachers are being asked to continue to do more with less for students and classrooms. May 9<sup>th</sup> is Day of the Teacher, which is also Nurse’s Day. At the Fullerton School District, school nurses are rare and should be valued for their many contributions made on a daily basis for students. CSEA– Debbie Javelosa – CSEA is finalizing plans for the CSEA Banquet to be held on May 19<sup>th</sup>. Raffle tickets are currently being sold. CSEA along with Nutrition Services is awarding six \$600.00 scholarships to students. FESMA– Sherry Hoyt– She reported many of those in the Management Team are planning on attending the ACSA Region 17 recognition dinner. The Fullerton Education Foundation Putting Tournament is soon arriving on May 4<sup>th</sup> and many are planning on attending. FESMA is also starting to work on the Management Team retreat scheduled for August 2012. She thanked Dr. Hovey for donating his retirement contributions to the annual Every Student Succeeding event.

#### Information Items

The District Activities Calendar is available at the following URL:  
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

#### Approve Minutes

Moved by Beverly Berryman, seconded by Lynn Thornley and carried 4-0 to approve the Special minutes of the meeting on March 30, 2012 and the Regular minutes of the meeting April 3, 2012 (Trustee Meyer abstained for her not being present at either of these meetings).

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

#### Consent Items

Moved by Janny Meyer, seconded by Lynn Thornley and carried 5-0 to approve the consent items. The Board held discussion on agenda items #1a, #1b, and #1k.

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 F22C0102 through F22C0112, F22D0705 through F22D0771, F22M0176 through F22M0192, F22R0610 through F22R0675, F22S0030, F22T0032 through F22T0033, F22V0111 through F22V0124, F22X0387 through F22X0400, and F22Y0044 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140885 through 140954 and commodity purchase order numbered 140001-OSP for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 82594 through 83009 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8908 through 8925 for the 2011/2012 school year.

1g. Approve retainer agreement for legal services with ATKINSON, ANDELSON, LOYA, RUUD & ROMO effective May 2, 2012 through June 30, 2014.

1h. Adopt Resolution #11/12-25 proclaiming May 9, 2012, as “Day of the Teacher” in the Fullerton School District.

1i. Adopt Resolution #11/12-26 proclaiming May 20-26, 2012 as “Classified Employee Week” in the Fullerton School District.

1j. Approve/Ratify Classified Personnel Report.

1k. Approve three-year licensing agreement between Fullerton School District and Illuminate Education, Inc., for Illuminate Data and Assessment system from July 1, 2012 through June 30, 2015.

1l. Approve acceptance of California Technology Assistance Project (CTAP) Teacher Technology Grants awards.

1m. Approve Independent Contractor Agreement between Fullerton School District and Perry Passaro for psychoeducational assessments effective May 2, 2012 through June 30, 2012.

1n. Approve/Ratify warrant number 1124 for the 2011/2012 school year (District 48, Amerige Heights).

1o. Approve/Ratify warrant number 1080 for the 2011/2012 school year (District 40, Van Daele).

1p. Approve Agreement for Provision of Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) effective May 30, 2012 through June 30, 2012.

#### Discussion/Action Items

2a. Approve Fullerton School District's 2012/2013 proposal to negotiate with Fullerton Elementary Teachers Association.

Trustee Thompson stated he does not agree with shortening the school year or increasing class size ratios. It was then moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve Fullerton School District's 2012/2013 proposal to negotiate with Fullerton Elementary Teachers Association.

2b. Approve Fullerton School District's 2012/2013 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

It was moved by Chris Thompson, seconded by Beverly Berryman and carried 5-0 to approve Fullerton School District's 2012/2013 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

2c. Adopt Resolution #11/12-27 eliminating identified Classified positions effective July 1, 2012.

Mark Douglas, Assistant Superintendent of Personnel Services, shared that the identified Classified positions that are being eliminated would go through the layoff process. It was then moved by Chris Thompson, seconded by Janny Meyer and carried 5-0 to adopt Resolution #11/12-27 eliminating identified Classified positions effective July 1, 2012.

2d. Approve extension of Assistant Superintendent's contracts through June 30, 2014.

It was moved by Lynn Thornley, seconded by Beverly Berryman and carried 4-1 (Trustee Thompson opposed) to approve extension of Assistant Superintendent's contracts through June 30, 2014.

2e. Approve requests from Hermosa Drive School and Nicolas Junior High School to waive laptop survey percentage requirement for incoming students for 2012/2013.

Robert Craven presented information to the Board regarding the District's 21<sup>st</sup> Century technology. The Board held discussion regarding the various laptop models for student use. Dr. Hovey will follow up with legal counsel to determine if students may use different laptop models. It was then moved by Lynn Thornley, seconded by Janny Meyer and carried 4-1 (Trustee Thompson opposed) to approve the requests from Hermosa Drive School and Nicolas Junior High School to waive laptop survey percentage requirement for incoming students for 2012/2013.

2f. Hold discussion and take action on Board of Trustees' monthly stipend for 2011/2012.

The Board held discussion on Board of Trustees' monthly stipend and a reduction in their monthly stipend and/or total compensation. The Board requested that they receive further information regarding reduction in health benefits costs at a future Board meeting for them to discuss and take action.

Administrative Report Item

3a. "Sunshine" Fullerton Elementary Teachers Association's (FETA) 2012/2013 proposal to negotiate with Fullerton School District.

Mark Douglas shared this serves as the first reading of Fullerton Elementary Teachers Association's (FETA) 2012/2013 proposal to negotiate with Fullerton School District.

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

No requests.

Adjournment

President Sugarman adjourned the Regular meeting on May 1, 2012 at 7:44 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, May 22, 2012  
5:15 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:19 p.m. and Melvin Schlotthauer led the pledge of allegiance to the flag.

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

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Mrs. Susan Hume

Guest present: Spencer Covert, *Parker and Covert, LLP*

Public Comments

No comments.

Recess to Closed Session – Agenda

At 5:20 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Call to Order, Pledge of Allegiance

The Board returned to Open Session at 6:07 p.m., Scott Dowds, President of the Rotary Club of Fullerton, led the pledge of allegiance to the flag. Nissa Foster from the Fullerton College Foundation sang the National Anthem.

Report from Closed Session

President Sugarman reported that the Board voted 5-0 to Approve Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID # 732211. The District agrees to reimburse to the Parents an amount not to exceed \$2,500.00 (Two thousand, five hundred dollars) in satisfaction of all reasonable attorneys' fees and costs in OAH Case No. 2012041069, upon presentation of documentation as identified in paragraph 3 of this Agreement, payable to "The Client Trust Account of Champlin & Sciacca, LLP."

President Sugarman reported that the Board voted 5-0 to Approve Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID # 757196. The District agrees to reimburse to the Parents an amount not to exceed \$4,000.00 (four thousand dollars) in satisfaction of all reasonable attorneys' fees and costs in OAH Case No. 2012030170, upon presentation of documentation as identified in paragraphs 3 and 4 of this Agreement, payable to "The Client Trust Account of Champlin & Sciacca, LLP."

President Sugarman reviewed a request for a stipulated expulsion in Closed Session concerning student case #1112-02. Regarding student case #1112-02, it was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 that the student be expelled from all the schools and programs of the District Spring Semester of the 2011/2012 school year, which ends June 15, 2012, and the Fall Semester of the 2012/2013 school year, which ends on January 25, 2013. The Board finds that the student has violated Education Code § 48900(b) and 48900(g). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order.

President Sugarman reviewed a request for a stipulated expulsion in Closed Session concerning student case #1112-03. Regarding student case #1112-03, it was moved by Chris Thompson, seconded by Lynn Thornley

and carried 5-0 that the student be expelled from all the schools and programs of the District Spring Semester of the 2011/2012 school year, which ends June 15, 2012, and the Fall Semester of the 2012/2013 school year, which ends on January 25, 2013. The Board finds that the student has violated Education Code § 48900(k) and 48900(r) and 48900.4. Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order

#### Introductions/Recognitions

President Sugarman recognized Bette Crider (Office and Technical Category) and Deborah Quirk-Lutman (Para Educator and Instructional Assistance Category) as Classified School Employees of the Year.

Scott Dowds presented a check in the amount of \$4,000.00 to Valencia Park School and \$4,000.00 to All the Arts for All the Kids Foundation. The monies awarded were funds raised through the recent Rotary Club of Fullerton Collage Concert. Vern Andrews, from the Rotary Club of Fullerton, presented a check in the amount of \$1,000.00 to Maple and Richman Schools for Community Investment Awards.

Aaron Orozco presented information regarding the Fullerton CalGrip California Gang Reduction & Intervention Program. Pam Keller presented information about the Fullerton Collaborative and its nine program goals.

#### Public Comments – Policy (see above)

No comments.

DELAC- Waafa Sada reported the last DELAC meeting was held on May 18<sup>th</sup> at Commonwealth School with approximately 70 parents in attendance. Topics of discussion included: Special Education Services, Response to Intervention (RtI), Transitional Kindergarten, Consolidated Application, and Preschool. Parents discussed topics of interest for the following year. Upcoming DELAC meeting will be on September 28<sup>th</sup>.

PTA- Georgene Bravo – She reported that the installation and awards luncheon was held on May 15<sup>th</sup> at Coyote Hills. The Wilson W. Phelps Foundation, Peter Baron (Lions Club), Terry Kent, Janine Jacobs, and Dr. Hovey were recipients of PTA recognition awards. She thanked Gretchen Francisco (Principal at Pacific Drive School) and Randa Schmalfeld (Principal at Rolling Hills School) for attending the PTA Power dinner. She shared that Rolling Hills School had the most delegates in attendance (13 in total) at the PTA Convention.

FETA – Karla Turner – no report.

CSEA- Al Lacuesta – CSEA Banquet was held on May 19<sup>th</sup> and Melissa Tovar was named the CSEA Chapter #130 Employee of the Year.

FESMA- Sherry Hoyt- She reported that the Management Team is preparing for Dr. Hovey's retirement celebration on May 24<sup>th</sup> and end of the year activities at school sites.

#### Information Items

The District Activities Calendar is available at the following URL:  
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

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

##### Consent Items

Moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve the consent items. The Board held discussion on agenda items #1a, #1b, and #1l, and #1o.

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 F22C0113 through F22C0116, F22D0772 through F22D0915, F22M0193 through F22M0196, F22R0676 through F22R0765, F22S0031 through F22S0034, F22T0034 through F22T0036, F22V0125 through F22V0154, and F22X0401 through F22X0414 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140955 through 141024 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 83010 through 83285 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8926 through 8975 for the 2011/2012 school year.

1g. Approve First Amendment to Agreement No. FCI-SD-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services.

1h. Approve Internship Credential Program Agreement between Fullerton School District and National University effective July 1, 2012.

1i. Approve submission of Application for Child Development Facilities Renovation and Repair Contract effective July 1, 2012 through June 30, 2015..

1j. Approve rejection of Claim Number 12-02656 DP.

1k. Adopt Resolutions numbered 11/12-B033 through 11/12-B039 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve/Ratify the contract extension with All City Management Services for a crossing guard for the intersection of Hetebrink Street and Hutain Street for the 2012/2013 school year.

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

1n. Approve/Ratify changes to agreement between Fullerton School District and Harris School Solution/Image One Technology Solutions.

1o. Approve Agreements between Fullerton School District and the Assistance League of Fullerton for Operation School Bell, Vision Screening, and the Vision Referral Project from June 1, 2012 through May 31, 2015.

1p. Approve/Ratify Classified Personnel Report.

#### Discussion/Action Items

Item #2b was addressed at this time.

2b. Discuss and take action to accept the Fullerton Collaborative Restricted Project Grant Agreement for the 2012/2013 school year.

Barry Ross, Vice President of the Healthy Communities at St. Jude Medical Center and Chair of the Board of the Fullerton Collaborative, thanked the District for their partnership with the Fullerton Collaborative. Mr. Ross requested the Board to continue the partnership through the approval of the Fullerton Collaborative Grant Agreement. It was then moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to approve the Fullerton Collaborative Restricted Project Grant Agreement for the 2012/2013 school year.

2a. Approve Declaration of Need for Fully Qualified Educators for the 2012/2013 school year.

Mark Douglas, Assistant Superintendent of Personnel Services, shared the Declaration of Need for Fully Qualified Educators is an annual process that is taken to the Board for approval. It was then moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to approve Declaration of Need for Fully Qualified Educators for the 2012/2013 school year.

2c. Hear presentation and approve the Third Interim Report for the 2011/2012 fiscal year.

Susan Hume, Assistant Superintendent of Business Services, presented an overview of the District's Third Interim reporting period. It was then moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to approve the Third Interim Report for the 2011/2012 fiscal year.

2d. Hold discussion and take action on adjustment to the Board of Trustees' compensation/benefits for 2011/2012.

Susan Hume presented information to the Board regarding costs and reductions in Board of Trustees' compensation and benefits. The Board held discussion regarding possible reductions in these areas. It was then moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve a 2% salary reduction for 2011/2012.

#### Administrative Reports

3a. "Sunshine" California School Employees Association (CSEA), Chapter 130, proposal to negotiate with Fullerton School District for 2012/2013.

Mark Douglas shared that this is CSEA's proposal to negotiate with the District. The Board will be presented with this proposal as a second reading at the June 5, 2012 Board meeting.

3b. Fullerton Teachers Association's 2012/2013 Proposal to Negotiation with Fullerton School District.

Mark Douglas shared that this is the second reading of FETA's proposal to negotiate with the District. The Board reviewed FETA's sunshine proposal at the May 1, 2012 Board meeting.

#### Superintendent's Report

Dr. Hovey reported the Board requested follow up from legal counsel regarding students using different models of laptops. Rutan and Tucker Law Firm stated "*computers to be used by students, whether borrowed or purchased, shall be functionally equivalent in terms of hardware, software, and technical support for all school related use for all students participating in the program.*" In addition, legal counsel at the Orange County Department of Education concurred that "*It doesn't appear that the students with the older model are disadvantaged in any way*".

Dr. Hovey shared that First Evangelical Free Church partnered with the District and had volunteers paint Nicolas Junior High School campus. Dr. Hovey thanked CSEA for working with the District on this partnership. Dr. Hovey attended the CSEA Banquet on May 19<sup>th</sup> and it was a great success. Dr. Hovey had an opportunity to co-teach a lesson with an Acacia School student in Mrs. Given's class. Dr. Hovey thanked the Board of Trustees and District staff for attending the ACSA Region 17 recognition awards dinner on May 14<sup>th</sup> where Dr. Hovey, Dr. Barnett (Principal at Nicolas Junior High School), and Mrs. Mercado (Principal at Maple School) were recognized. Dr. Hovey congratulated Hilda Sugarman for receiving the Marian Bergeson Award for 2011/2012. He reminded everyone the District Office and school sites will be closed on May 28<sup>th</sup> (Memorial Day) and May 29<sup>th</sup> (Furlough Day).

#### Information from the Board of Trustees

Trustee Berryman— She was able to attend the EdSource meeting and was impressed with the topics discussed including the issue of the impact of economic stress on children at school. She congratulated Acacia, Laguna Road, and Robert C. Fisler School for their California Distinguished School recognition on May 4<sup>th</sup>. She commended the DELAC committee for continuing to grow and taking accountability for their children's instruction. Trustee Berryman attended the BTSA Colloquium event on May 15<sup>th</sup>. She shared that on June 1<sup>st</sup> the Chamber of Commerce is holding their annual breakfast where Dr. Hovey will be recognized for being named Educator of the Year for 2012.

Trustee Meyer- She congratulated the many award recipients. She enjoyed attending many open houses, programs, school events, banquets, and award ceremonies during these past weeks and look forward to many more in the near future. She commented on an article from the Fullerton Observer regarding the 4 C's (Critical Thinking, Creativity, Collaboration, and Communication). She stated the Board of Trustees, Superintendent, Management, Principals, and teachers embrace a balanced curriculum that emphasizes the 4 C's.

Trustee Thompson- He congratulated President Sugarman for her Marian Bergeson award. He thanked Dr. Hovey for the follow up information regarding student use of different model laptops. Trustee Thompson stated he would like administration staff to provide accurate information. He proposed agendizing a policy that states that when a Board member requests information, that it be given in a timely manner. Trustee Berryman and Trustee Meyer supported agendizing such a discussion for the Board until a new Superintendent is hired.

Trustee Thornley- She attended the Rotary Club of Fullerton Hoe Down. She shared her son, Burch, recently received his Naval Aviator Gold Wings. She wished everyone a great Memorial Day holiday.

President Sugarman- She commented great things are happening at school sites. She commended the staff at Orangthorpe School. She reminded everyone to come celebrate Dr. Hovey's retirement celebration on May 24<sup>th</sup>. She was happy to see the campus at Nicolas Junior High School look so great with its new paint job.

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

The Board requested to agendize adding June 19, 2012 as a Regular Board of Trustees meeting.

#### Adjournment

President Sugarman adjourned the Regular meeting on May 22, 2012 at 8:47 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, June 5, 2012

4:30 p.m. Reception for Award-Winning Schools

5:15 p.m. Closed Session, 6:00 p.m. Open Session

District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

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.

4:30 p.m.- Reception for Award-Winning Schools

California Distinguished Schools - Acacia School, Laguna Road School, and Robert C. Fidler School  
Title 1 Academic Achievement – Valencia Park School

5:15 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. – Call to Order, Pledge of Allegiance, and Report From Closed Session

Junior Troop 183 and Cadette Troop 39, Sunset Lane School

Public Comments – Policy (see above)

Introduction/Recognitions

- Railroad Days Poster Contest
- Sunset Lane School Report

Information from PTA, FETA, CSEA, FESMA

Information Items

The District Activities Calendar is available at the following URL:  
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

Approve Minutes

Regular meeting on May 1, 2012

Regular meeting on May 22, 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 F22C0117 through F22C0121, F22D0916 through F22D0973, F22M0197 through F22M0208, F22R0766 through F22R0818, F22S0035, F22T0037, F22V0155 through F22V0172, and F22X0415 through F22X0418 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 141025 through 141073 for the 2011/2012 school year

1e. Approve/Ratify warrants numbered 83286 through 83618 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8976 through 9013 for the 2011/2012 school year.

1g. Adopt Resolutions numbered 11/12-B040 through 11/12-B042 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 Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Annual Groundwater Site Monitoring, effective July 1, 2012 through June 30, 2013 (groundwater monitoring).

1i. Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Soil Remedial Action Work Plan requested by the California Regional Water Quality Control Board (soil remediation), effective July 1, 2012 through June 30, 2013.

1j. Approve/Ratify agreement between Fullerton School District and Fresh Grill, LLC.

1k. Approve/Ratify contract for services between Fullerton School District and Gold Star Food from Santa Clarita Valley School Food Services Agency's Piggyback Bid No. 11-12-31012012-01 for Frozen, Grocery, and Cereal Categories.

1l. Approve/Ratify Agreement between Fullerton School District and Jamba Juice Company for the 2012/2013 school year.

1m. Approve/Ratify renewal of contracts with Gold Star Foods (Grocery), U S Foodservice (Cereal), Hollandia Dairy (Dairy), ASR Food Distributors, Inc. (Produce), Gold Star Foods, Team Distributions, Inc., P&R Paper Supply Co., Flavorseal, LLC, and U S Foodservice (Paper and Supplies), Gold Star Foods, A&R Wholesale Distributors, Inc., and U S Foodservice (Snacks delivered to the Warehouse), A&R Wholesale Distributors, Inc. (Snacks delivered to five school sites), and Southern California Pizza Company (Pizza Delivery) for the 2012/2013 school year.

1n. Award RFP: 2011/2012.02, Request for Proposals, Disposal of Surplus Instructional Materials, to Independent Book Buying Services, LLC.

1o. Renew contract for Bid No. FSD-11-12-Pur 1, Installation of Epson Brightlink Interactive Projector Systems with Digital Networks Group Inc., for installations during the 2012/2013 fiscal year.

1p. Approve 2-12-2015 Service Agreement between Fullerton School District and Paradigm Healthcare Services for Medi-Cal and MAA Billing Claims effective July 1, 2012 through June 30, 2015.

1q. Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on August 30 and 31, 2012.

1r. Approve 2012-2015 Memorandum of Understanding (MOU) and Agreement for the Provision of Special Education Services Between the Fullerton School District, Buena Park School District, La Habra City School District and Lowell Joint School District.

1s. Approve 2012/2013 Agreement between the Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for Medi-Cal Administrative Activities (MAA) Program.

1t. Approve Nonpublic Agency Master Contract between Fullerton School District and Cornerstone Therapies for Speech/Language and Occupational Therapy evaluations from June 6, 2012 through June 30, 2012.

1u. Approve Nonpublic Agency Master Contract between Fullerton School District and Speech-Language Pathology Services for Speech/Language evaluations from June 6, 2012 through June 30, 2012.

1v. Approve Independent Contractor Agreement between Fullerton School District and Orange County Speech Services for Speech/Language services effective June 27, 2012 through July 24, 2012.

1w. Approve 2012/2013 Independent Contractor Agreements with Allied Interpreting, Augmentive Communication Therapies, Janice Carter-Lourensz, M.D., Dayle Mcintosh Center, Melinda J. Heise, Elaine Ogle, Kimberley Palmiotto (Coastal Educational Services), Perry Passaro, Susanne Treacher, P.T., and Jane R. Vogel.

1x. Approve Second Amendment to Agreement No. FCI-SD-08 Between Children and Families Commission of Orange County and Fullerton School District for the Provision of Services effective July 1, 2012 through June 30, 2014.

1y. Approve Sales Order Form/Agreement between Fullerton School District and Blackboard Connect Inc. for the Blackboard Connect K-12 Service with Engage Service effective July 1, 2012 through June 30, 2015.

#### Discussion/Action Item

2a. Adopt Resolution #11/12-28 Reserving the Right to Negotiation a Reduction in Salaries and/or Work Year for the 2012/2013 School Year for All Employees.

2b. Adopt Resolution # 11/12-29 calling for Board of Trustees' election to be held on November 6, 2012.

2c. Approve addition of a Regular Board Meeting to 2012 Board Meeting Calendar.

#### Public Hearing

Hold a public hearing to take testimony from the public to discuss the proposed use of funding for each of the Tier III Categorical Programs and to identify any programs to be closed as required by Assembly Bill 189.

## Administrative Reports

3a. California School Employees Association (CSEA), Chapter 130, proposal to negotiate with Fullerton School District for 2012/2013.

3b. First Reading of New and Revised Board Policies

New:

Students

BP 5131.2 Anti-Bullying

Revised:

Students

BP 5145.3 Nondiscrimination/Harassment

## Superintendent's Report

### Information from the Board of Trustees

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

### Closed Session

Public Employee Appointment/Public Employment: Superintendent [Government Code sections 54954.5(e), 54957]

### Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 19, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, 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), extra duty assignments, and resignation(s), leave(s) of absence and retirement(s)

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 5, 2012**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
June Hopkins	Substitute Teacher	Employ	100	05/08/12
Marissa Varela	Substitute Teacher	Employ	100	05/21/12

**EXTRA DUTY ASSIGNMENTS**

**Woodcrest Extended School Year – Special Education**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Sharon Dyer	Site Lead	60% per diem Management Salary Schedule Class V, Step F, 17 days #123-50% and #124-50%	07/01/12-07/24/12

**Approve contractual hourly rate per FETA agreement for the number of days indicated below, June 25 - July 24, 2012 from budget #123 for the following certificated personnel:**

Debbie Williamson (21 days)	Kimberly Blashaw (21 days)	Cheryl Richey (18 days)
Celeste Clary (21 days)	Elvira Rivera (21 days)	Lori Reed (20 days)
Liz Rivas (21 days)	Ann Nilsen (21 days)	Susan Cravello (21 days)
Patty Brambila (21 days)	Shelly Berglund (21 days)	Cindi Davern (12 days)
Jenny Trujillo (21 days)	Linda Wingfield (21 days)	

**Approve contractual hourly rate per FETA agreement for the number of days indicated below, June 25 - July 24, 2012 from budget #124 for the following certificated personnel:**

Carolina Marmolejo (21 days)	Janice Nelson (21 days)	Lori Trotter (21 days)
Shoshana Mahoney (21 days)	Scott Harrison (15 days)	Jill Pope (5 days)
Melissa Moyer (21 days)	Amie Haselton (21 days)	

**Preschool Assessment/Summer Testing & Projects**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Darek Jaronczyk	Daily rate of 508.12 not to exceed 10 days, budget #255	06/18/12-08/03/12
Karen Towers	Daily rate of 488.48 not to exceed 10 days, budget #253	06/18/12-08/03/12
Sharon Dyer	Daily rate of 533.92 not to exceed 5 days, budget #253	06/18/12-08/03/12
Gina Cataldo	Daily rate of 422.90 not to exceed 5 days, budget #253	06/18/12-08/03/12
Jody Goodrich	Daily rate of 390.78 not to exceed 21 days, budget #253	06/18/12-08/03/12
Kellie White	Contractual hourly rate of 37.23 not to exceed to 20 hours, budget #253	06/18/12-08/22/12
Peggy Linne	Daily rate of 538.02 not to exceed 4 days, budget #511	06/18/12-08/03/12

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON JUNE 5, 2012**

**EXTRA DUTY ASSIGNMENTS – CONTINUED**

**Preschool Assessment/Summer Testing & Projects – Continued**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Susan Cravello	Contractual hourly rate of 37.23 not to exceed 40 hours, 50% budget #253, 50% budget #255	06/18/12-08/22/12
Lisa Gordon	Contractual hourly rate of 37.23 not to exceed 110 hours, budget #253	06/18/12-07/27/12
Shelley Beach	Contractual hourly rate of 37.23 not to exceed 110 hours budget #253	06/18/12-07/27/12
Melissa Hilken	Daily rate of 428.17 not to exceed 6 days, budget #253	06/18/12-08/03/12
Vicki Duffy	Daily rate of 513.11 not to exceed 2 days, budget #253	06/18/12-08/03/12
John Huh	Contractual hourly rate of 37.23 not to exceed 20 hours, budget #123	06/18/12-07/27/12
Nancy Rader	Contractual hourly rate of 37.23 not to exceed 20 hours, budget #255	06/18/12-08/22/12
Jane Bockhacker	Contractual hourly rate of 37.23 not to exceed 20 hours, budget #255	06/18/12-08/22/12

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Gail Downey	1 <sup>st</sup> Grade/Rolling Hills	Retire	06/18/12
Juleen Faur	Assistant Principal/ Valencia Park	Resign	06/30/12
Kimerly Gibbons	6 <sup>th</sup> Grade/Golden Hill	Retire	06/18/12
Abigail Moran	5 <sup>th</sup> Grade/Beechwood	Leave of Absence	05/28/12-06/18/12
Stephanie Olsen	1 <sup>st</sup> Grade/Fisler	Leave of Absence	05/24/12-06/13/12
Lisa Tice	Kindergarten/Maple	Leave of Absence	06/13/12-06/18/12

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 June 5, 2012.

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Clerk/Secretary

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, 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: June 5, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Boxtops for Education (Community Partner)	Monetary donation of \$370.00 for the school
Beechwood	Beechwood School PTA	Monetary donation of \$792.55 for disaster supplies
Fern Drive	Ju Oh (Parent)	Monetary donation of \$100.00 for the school
Fern Drive	UPS (Other: Anonymous Donor)	Monetary donation of \$47.58 for the school
Fisler	Jennie Kaihara (Parent)	Monetary donation of \$65.00 for laptop program
Fisler	Liem Quach/Oanh Le (Parents)	Monetary donation of \$20.00 for science
Hermosa Drive	Hermosa Drive PTA	Monetary donation of \$3,510.00 for 5 <sup>th</sup> grade field trip
Hermosa Drive	Raytheon Matching Gifts for Education Program (Community Partner)	Monetary donation of \$500.00 for school GATE program
Hermosa Drive	Mrs. Marrily Spaziano (Grandparents)	Donation of six hardcover books signed by author
Laguna Road	Boxtops for Education/Citizens Alliance Bank (Parents)	Monetary donation of \$343.70 for ASB
Laguna Road	Kyo Chin & Yume Park (Parents)	Monetary donation of \$100.00 for kindergarten
Laguna Road	Wells Fargo Community Support Program (Community Partner)	Monetary donation of \$134.61 for 5 <sup>th</sup> grade
Parks J.H.	Mr. Robert Doidge (Parent)	Monetary donation of \$50.00 for emergency supplies
Parks J.H.	Mr. & Mrs. Young G. Kim (Parents)	Donation of one iPad2
Parks J.H.	Parks Foundation for Education (Community Partner)	Monetary donation of \$1,404.42 for laptops
Parks J.H.	Eun Jin Yoo (Parent)	Monetary donation of \$100.00 for the vocal music program

**FULLERTON SCHOOL DISTRICT**

*Gifts: June 5, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Raymond	Raymond PTA	Monetary donation of \$894.10 for media/library
Richman	Corpus Christi Institute 188 (Community Partner)	Monetary donation of \$300.00 for books for students
Woodcrest	Walmart Stores (Community Partner)	Monetary donation of \$500.00 for the school

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED F22C0117 THROUGH F22C0121, F22D0916 THROUGH F22D0973, F22M0197 THROUGH F22M0208, F22R0766 THROUGH F22R0818, F22S0035, F22T0037, F22V0155 THROUGH F22V0172, AND F22X0415 THROUGH F22X0418 FOR THE 2011/2012 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 F22C0117 through F22C0121, F22D0916 through F22D0973, F22M0197 through F22M0208, F22R0766 through F22R0818, F22S0035, F22T0037, F22V0155 through F22V0172, and F22X0415 through F22X0418 for the 2011/2012 fiscal year.

SH:SM:cr  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 06/05/2012

FROM 05/01/2012 TO 05/21/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22C0117	CHILDREN'S HOSPITAL OF ORANGE	30.00	30.00	0151354341 5210	Health Services / Conferences and Meetings
F22C0118	CSU LONG BEACH	1,950.00	1,950.00	1208513271 5210	Childcare Admin Fern Drive / Conferences and Meetings
F22C0119	ORANGE CNTY ASSOC FOR THE EDUC	40.00	40.00	0132952101 5210	Aftr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
F22C0120	E L ACHIEVE	1,800.00	1,800.00	0130252101 5210	Econ Impact Aid Instruct Distr / Conferences and Meetings
F22C0121	ILLUMINATE EDUCATION	1,946.00	1,946.00	0130452273 5210	SLIP School Admin Central / Conferences and Meetings
F22D0916	CDW.G	1,771.24	1,771.24	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
F22D0917	CROWN AWARDS	98.51	98.51	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
F22D0918	SQUARE FOOT GARDENING	87.28	87.28	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
F22D0919	ACTIVE DATA SOLUTIONS LLC	678.83	678.83	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0920	GARDENING WITH KIDS	491.32	491.32	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
F22D0921	FOLLETT LIBRARY RESOURCES	320.93	320.93	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
F22D0922	WORLD BOOK EDUCATIONAL	1,068.23	1,068.23	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
F22D0923	AMAZON.COM	165.11	165.11	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
F22D0924	NASCO WEST INC	218.81	130.01 88.80	0130230101 4310 0130430103 4310	Economic Impact Aid Fisler / Materials and Supplies Instr SLIP Instruction Fisler / Materials and Supplies Instr
F22D0925	VIRCO MANUFACTURING	250.09	250.09	0130412103 4310	SLIP Instruction Commonwealth / Materials and Supplies
F22D0926	U S GAMES	343.25	343.25	0111616101 4310	Donations Instr Hermosa / Materials and Supplies Instr
F22D0927	MED SUPPLIER CORPORATION	328.76	328.76	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
F22D0928	LEARNING RESOURCES	173.40	173.40	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
F22D0929	E L ACHIEVE	4,698.25	4,698.25	0122416101 4310	Title III Limited Engl Hermosa / Materials and Supplies
F22D0931	SCHOOL SPECIALTY	388.10	388.10	0125354101 4310	Sp Ed Section 619 Instruction / Materials and Supplies Instr
F22D0932	DAISY IT	1,958.92	1,958.92	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0933	CM SCHOOL SUPPLY COMPANY	1,078.16	1,078.16	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22D0934	CDW.G	94.52	94.52	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/05/2012**

FROM 05/01/2012 TO 05/21/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0935	GOV CONNECTION	417.36	417.36	0130426103 6410	SLIP Instruction Rolling Hills / New Equip Less Than
F22D0936	LOGICAL CHOICE TECHNOLOGIES	13,463.36	463.36	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			13,000.00	0144255109 4310	Tech Services Donation Instr / Materials and Supplies Instr
F22D0937	LOGICAL CHOICE TECHNOLOGIES	209.68	209.68	0130412103 4310	SLIP Instruction Commonwealth / Materials and Supplies
F22D0938	LOGICAL CHOICE TECHNOLOGIES	2,692.67	2,692.67	0111715109 4310	Hourly Intervention GoldenHill / Materials and Supplies
F22D0939	LOGICAL CHOICE TECHNOLOGIES	8,831.19	8,831.19	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
F22D0940	LOGICAL CHOICE TECHNOLOGIES	8,078.02	5,385.35	0111717109 4310	Hourly Intervention Ladera Vis / Materials and Supplies
			2,692.67	0121917101 4310	LEA Program Instruction LV / Materials and Supplies Instr
F22D0941	HAMMOND AND STEPHENS COMPANY	43.30	43.30	0110219109 4310	Instruction Maple DC / Materials and Supplies Instr
F22D0942	CDW.G	502.14	502.14	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
F22D0943	CDW.G	1,623.30	1,623.30	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0944	AMERICAN SHREDDING	160.00	160.00	8152451741 5899	Property and Liability / Other Expenses
F22D0945	AMAZON.COM	578.85	578.85	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22D0946	LOGICAL CHOICE TECHNOLOGIES	10,770.69	1,500.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies Instr
			3,390.69	0111925101 4310	Phelps Grant Richman School / Materials and Supplies Instr
			1,100.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
			1,500.00	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
			3,280.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0947	PREMIER SCHOOL AGENDA	609.24	609.24	0109913101 4310	SSOAR Fern Discretionary / Materials and Supplies Instr
F22D0948	STAPLES 025724519	603.18	603.18	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
F22D0949	DIGITAL NETWORKS GROUP INC	2,210.00	1,105.00	0124254111 5640	Special Ed IDEA Basic SDC NSH / Repairs by Vendors
			1,105.00	0130227101 5640	Econ Impact Aid Sunset Lane / Repairs by Vendors
F22D0950	DIGITAL NETWORKS GROUP INC	2,210.00	2,210.00	0121212271 5640	Title I Commonwealth Sch Adm / Repairs by Vendors
F22D0951	OFFICE DEPOT BUSINESS SERVICE	231.75	231.75	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies
F22D0952	BEYOND PLAY	2,922.60	2,922.60	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22D0953	SCHOOL SPECIALTY	553.05	553.05	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/05/2012**

FROM 05/01/2012 TO 05/21/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0954	SCHOOL SPECIALTY	102.84	102.84	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22D0955	MOREY'S MUSIC	5,126.32	5,126.32	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22D0956	BARRETT ROBINSON INC	109.32	109.32	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
F22D0957	HAZ RENTAL CENTER	1,882.35	958.35 924.00	0109717109 4310 0110217109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies Instruction Ladera Vista DC / Materials and Supplies Instr
F22D0958	KATIE'S CREATIVE GIFTS	203.95	203.95	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
F22D0959	EMERGENCY ESSENTIALS INC	500.43	500.43	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
F22D0960	HAMMOND AND STEPHENS COMPANY	182.31	182.31	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
F22D0961	AMAZON.COM	419.94	419.94	0121922101 4310	LEA Program Instruction Pac Dr / Materials and Supplies
F22D0962	GOV CONNECTION	214.42	214.42	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0963	GOV CONNECTION	716.54	716.54	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0964	DIGITAL NETWORKS GROUP INC	5,525.00	3,315.00 2,210.00	0109211109 5640 0110211109 5640	Sch Theme Resrch Instr Beechwd / Repairs by Vendors Instruction Beechwd DC / Repairs by Vendors
F22D0965	DIGITAL NETWORKS GROUP INC	1,105.00	1,105.00	0130224101 5640	Econ Impact Aid Raymond / Repairs by Vendors
F22D0966	DAISY IT	2,833.35	2,833.35	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies
F22D0967	AMAZON.COM	419.94	419.94	0121922101 4310	LEA Program Instruction Pac Dr / Materials and Supplies
F22D0968	CONCEPTS SCHOOL AND OFFICE FUR	1,040.49	1,040.49	0130428103 4310	SLIP Instruction Valencia Park / Materials and Supplies
F22D0969	SOUTHPAW ENTERPRISES	255.68	255.68	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
F22D0970	AMAZON.COM	323.03	323.03	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0971	DAISY IT	236.60	236.60	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
F22D0972	SCHOOL SPECIALTY	454.46	90.89 363.57	1208111101 4310 1231019101 4310	Preschool Instr Beechwood / Materials and Supplies Instr Preschool Instruction / Materials and Supplies Instr
F22D0973	DIGITAL NETWORKS GROUP INC	3,315.00	3,315.00	0109715109 5640	Suppl Grant Support Golden Hil / Repairs by Vendors
F22M0197	DEPT OF INDUSTRIAL RELATIONS	125.00	125.00	0153353819 5899	Plant Maintenance DC / Other Expenses

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F22M0198	LOWES HIW INC	158.26	158.26	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0199	GRAINGER INC, WW	448.55	448.55	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0200	AMBIENT ENVIRONMENTAL INC	8,100.00	8,100.00	1453320859 5640	Deferred Maint Fac Nicolas Jr / Repairs by Vendors
F22M0201	CRESS MANUFACTURING COMPANY	452.55	452.55	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0202	BIG D FLOORING SUPPLY	107.75	107.75	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0203	B AND M LAWN GARDEN	457.94	457.94	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
F22M0204	PARKHOUSE TIRE INC	926.41	926.41	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
F22M0205	MAINTENANCELOGIN	1,000.00	1,000.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
F22M0206	A AND V CONTRACTORS INC	5,900.00	5,900.00	1453320859 5640	Deferred Maint Fac Nicolas Jr / Repairs by Vendors
F22M0207	SHIFFLER EQUIPMENT SALES	523.34	523.34	0153453819 4363	Vandalism / Materials and Supplies Repairs
F22M0208	FRY'S ELECTRONICS	204.62	204.62	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22R0766	NCS PEARSON INC	2,576.10	2,576.10	0130224101 4310	Econ Impact Aid Raymond / Materials and Supplies Instr
F22R0767	OCEAN INSTITUTE	7,050.00	7,050.00	0111611101 5850	Donations Instr Beechwood / Admission Fees
F22R0768	PHILHARMONIC SOCIETY OF ORANGE	626.43	626.43	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22R0769	ART SUPPLY WAREHOUSE	5,303.82	5,303.82	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22R0770	ORANGE CNTY DEPARTMENT OF EDUC	736.25	736.25	0109411102 5850	Foundation Instr Beechwood / Admission Fees
F22R0771	ORANGE CNTY DEPARTMENT OF EDUC	759.50	759.50	0111630101 5850	Donation Discretionary Fisler / Admission Fees
F22R0772	FULLERTON, CITY OF	450.00	450.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
F22R0773	ROSENGARTEN, DEBRA	165.06	165.06	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
F22R0774	RYONO, PAMELA	194.53	194.53	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
F22R0775	SAY IT RIGHT	103.45	103.45	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
F22R0776	CDW.G	152.21	152.21	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
F22R0777	STAPLES 025724519	209.15	209.15	0124854271 4350	Spec Ed Preschool Admin / Materials and Supplies Office
F22R0778	DISCOUNT SCHOOL SUPPLY	98.60	98.60	0111354101 4310	Home and Hospital Moder Severe / Materials and Supplies

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F22R0779	STAPLES 025724519	252.98	86.18	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
			166.80	0114154101 4310	Designated Instruction Severe / Materials and Supplies Instr
F22R0780	KAPLAN SCHOOL SUPPLY	3,253.15	3,253.15	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0781	KAPLAN SCHOOL SUPPLY	809.81	809.81	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0782	KAPLAN SCHOOL SUPPLY	2,987.24	2,987.24	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0783	SCHOOL SPECIALTY	363.46	363.46	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22R0784	SCHOOL SPECIALTY	428.44	428.44	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22R0785	MIND INSTITUTE	3,325.00	3,325.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0786	MIND INSTITUTE	3,325.00	3,325.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0787	MIND INSTITUTE	2,849.05	2,849.05	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0788	MIND INSTITUTE	3,515.00	3,515.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0789	MIND INSTITUTE	3,325.00	3,325.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0790	MIND INSTITUTE	3,325.05	3,325.05	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0791	MIND INSTITUTE	3,325.00	3,325.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0792	MIND INSTITUTE	3,325.00	3,325.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0793	WHISNANT, KAREN	102.24	102.24	0109910101 4310	SSOAR Acacia Discretionary / Materials and Supplies Instr
F22R0794	MARTINEZ, ANTHONY	21.91	21.91	0110217129 4310	Physical Education Ladera Vist / Materials and Supplies
F22R0795	RODRIGUEZ, SARAH	1,299.93	1,299.93	0110217119 4310	LV Productions / Materials and Supplies Instr
F22R0796	DIMICK, SANDI	90.14	90.14	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
F22R0797	WAGON WHEEL RECORDS AND BOOKS	1,835.37	1,835.37	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22R0798	WHITE, KERRI	143.38	143.38	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr
F22R0799	WHISNANT, KAREN	644.33	644.33	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
F22R0800	YINGLING, DOUG AND KAREN	6,475.00	6,475.00	0151454391 5828	Special Services / Special Education Settlements
F22R0801	PEPPERDINE UNIVERSITY	2,000.00	2,000.00	0151454391 5828	Special Services / Special Education Settlements

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F22R0802	HILL, RENEE	1,200.00	1,200.00	0121919101 5805	LEA Program Instruction Maple / Consultants
F22R0803	LAM, DEVI	98.41	98.41	0111619101 4310	Donations Instr Maple / Materials and Supplies Instr
F22R0804	LAM, DEVI	179.88	179.88	0111619101 4310	Donations Instr Maple / Materials and Supplies Instr
F22R0805	SCHOOL NURSE SUPPLY INC	594.78	594.78	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
F22R0806	CM SCHOOL SUPPLY COMPANY	370.97	370.97	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0807	LAKESHORE LEARNING	930.26	930.26	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0808	KNOTT'S BERRY FARM	699.75	699.75	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
F22R0809	STOLO, CHRISTINE	73.04	73.04	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
F22R0810	ARIAS, GABRIELA	319.00	319.00	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
F22R0811	NASCO WEST INC	18.36	18.36	0111354101 4310	Home and Hospital Moder Severe / Materials and Supplies
F22R0812	CONCEPTS SCHOOL AND OFFICE FUR	148.64	148.64	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0813	STATE WATER RESOURCES CONTROL	1,359.00	1,359.00	8152451741 5899	Property and Liability / Other Expenses
F22R0814	BABCOCK AND SONS, EDWARD S	380.00	380.00	8152451741 5899	Property and Liability / Other Expenses
F22R0815	MYERS-STEVENS AND TOOHEY AND C	2,644.95	2,644.95	8152451741 5450	Property and Liability / Insurance Premiums
F22R0816	AMAZON.COM	25.49	25.49	0111354101 4310	Home and Hospital Moder Severe / Materials and Supplies
F22R0817	DAISY IT	28.81	28.81	0153050799 4350	Business Administration DC / Materials and Supplies
F22R0818	HILL, RENEE	1,200.00	1,200.00	0121919101 5805	LEA Program Instruction Maple / Consultants
F22S0035	UNISOURCE	22,120.64	22,120.64	0100000000 9320	Unrestricted / Stores
F22T0037	PARKHOUSE TIRE INC	591.91	262.21 329.70	0156556369 4360 0156656369 4360	Home to Sch Transportation DC / Materials and Supplies Transportation Special Ed DC / Materials and Supplies
F22V0155	APPLE COMPUTER INC.	26,658.88	2,932.48 6,664.72 266.58 2,399.30 2,932.48	0110213109 4310 0110313109 4310 0111713109 4310 0122413101 4310 0122413101 6410	Instructional Fern Drive DC / Materials and Supplies Instr Reimburse Fern Disc / Materials and Supplies Instr Hourly Intervention Fern Dr / Materials and Supplies Instr Title III Limited Engl Fern / Materials and Supplies Instr Title III Limited Engl Fern / New Equip Less Than \$10,000

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F22V0155	*** CONTINUED ***		9,863.79	0130213101 4310	Econ Impact Aid Fern Drive / Materials and Supplies Instr
			1,599.53	0130413103 4310	SLIP Instruction Fern Dr / Materials and Supplies Instr
F22V0156	LAKESHORE LEARNING	1,612.38	213.78	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
			1,398.60	0150554101 6410	Occup Therapy Autism Instr / New Equip Less Than
F22V0157	AMAZON.COM	538.74	538.74	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
F22V0158	APPLE COMPUTER INC.	3,262.04	118.00	0109710109 6410	Suppl Grant Support Acacia / New Equip Less Than
			1,062.00	0110210109 6410	Instruction Acacia DC / New Equip Less Than \$10,000
			1,434.04	0111610101 6410	Donations Instr Acacia / New Equip Less Than \$10,000
			648.00	0122410101 6410	Title III Limited Engl Acacia / New Equip Less Than
F22V0159	APPLE COMPUTER INC.	10,321.37	7,843.17	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
			2,478.20	0111922101 6410	Phelps Grant Pacific Dr / New Equip Less Than \$10,000
F22V0160	APPLE COMPUTER INC.	17,363.91	12,407.52	0121922101 4310	LEA Program Instruction Pac Dr / Materials and Supplies
			4,956.39	0121922101 6410	LEA Program Instruction Pac Dr / New Equip Less Than
F22V0161	DISCOUNT SCHOOL SUPPLY	1,037.86	326.51	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
			711.35	0150554101 6410	Occup Therapy Autism Instr / New Equip Less Than
F22V0162	GEARY PACIFIC SUPPLY	3,342.53	3,342.53	0153453819 6450	Vandalism / Repl Equip Less Than \$10,000
F22V0163	APPLE COMPUTER INC.	2,478.20	1,250.00	0130217101 6410	Econ Impact Aid Ladera Vista / New Equip Less Than
			1,228.20	0130417103 6410	SLIP Instruction Ladera Vista / New Equip Less Than
F22V0164	APPLE COMPUTER INC.	40,794.47	2,206.39	0111729109 4310	Hourly Intervention Woodcrest / Materials and Supplies
			18,013.19	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
			5,386.82	0121229101 6410	Title I Woodcrest Instruction / New Equip Less Than
			4,725.37	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
			4,045.38	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr
			2,865.09	0130229101 6410	Econ Impact Aid Woodcrest / New Equip Less Than
			3,552.23	0130429103 6410	SLIP Instruction Woodcrest / New Equip Less Than
F22V0165	SCHOOL SPECIALTY	3,394.42	977.60	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
			2,416.82	0124254111 6410	Special Ed IDEA Basic SDC NSH / New Equip Less Than

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F22V0166	EBERHARD EQUIPMENT	5,675.49	5,675.49	0154753849 6450	Grounds Discretionary / Repl Equip Less Than \$10,000
F22V0167	ASA COMPUTERS INC	2,749.53	2,749.53	0140955259 6410	Information Systems ServicesDC / New Equip Less Than
F22V0168	TUFF SHED INC	2,789.22	2,789.22	1208511101 6410	Childcare Instr Beechwood / New Equip Less Than \$10,000
F22V0169	TUFF SHED INC	2,789.22	2,789.22	1208513271 6410	Childcare Admin Fern Drive / New Equip Less Than
F22V0170	APPLE COMPUTER INC.	4,956.39	2,478.20	0121919101 6410	LEA Program Instruction Maple / New Equip Less Than
			2,478.19	0122419101 6410	Title III Limited Engl Maple / New Equip Less Than
F22V0171	PHONAK HEARING SYSTEMS	3,562.29	3,562.29	0112454101 6410	Extended Year Non Severe / New Equip Less Than \$10,000
F22V0172	APPLE COMPUTER INC.	15,587.78	15,587.78	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
F22X0415	BUENA PARK PLAQUE AND TROPHY	250.00	250.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
F22X0416	SOUTHWEST SCHOOL SUPPLY	1,400.00	700.00	0112354101 4310	Extended Year Severe / Materials and Supplies Instr
			700.00	0112454101 4310	Extended Year Non Severe / Materials and Supplies Instr
F22X0417	BILINGUAL THERAPIES INC	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
F22X0418	LOMELI'S ITALIAN RESTAURANT	650.00	650.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>352,592.04</b>			
	<b>Fund 12 Total:</b>	<b>7,982.90</b>			
	<b>Fund 14 Total:</b>	<b>14,000.00</b>			
	<b>Fund 81 Total:</b>	<b>20,131.73</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>394,706.67</b>			

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F22C0069	ORANGE CNTY DEPARTMENT OF EDUC	500.00	+100.00	0130222101 5210	Econ Impact Aid Pacific Drive / Conferences and Meetings
F22D0618	AMAZON.COM	323.03	-236.84	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22D0738	SOLUTION TREE LLC	32.88	+3.50	0109724109 4310	Suppl Grant Support Raymond / Materials and Supplies Instr
F22D0757	NATIONAL ASSOCIATION OF ELEMEN	77.66	+13.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
F22D0839	PINNACLE RADIO INC	1,884.00	+375.50	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies Instr
F22D0914	SCHOOL DATEBOOKS INC	1,387.80	+33.44	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
F22R0726	MARSH MEDIA	360.57	+40.77	0150954101 4310	Oral Health Assessment Program / Materials and Supplies
F22V0137	APPLE COMPUTER INC.	2,836.84	+50.00	0109722109 6410	Suppl Grant Support Pacific Dr / New Equip Less Than
F22X0027	SOUTHWEST SCHOOL SUPPLY	20,200.00	+1,500.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies Instr
F22X0028	SOUTHWEST SCHOOL SUPPLY	11,371.00	+1,400.00	0109724109 4310	Suppl Grant Support Raymond / Materials and Supplies Instr
F22X0030	SOUTHWEST SCHOOL SUPPLY	14,000.00	+5,000.00	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
F22X0034	SOUTHWEST SCHOOL SUPPLY	16,250.00	+1,000.00	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
F22X0048	BLUE RAVEN TECHNOLOGY INC	51,672.38	+1,500.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
F22X0067	STATE OF CALIFORNIA	12,446.00	+5,146.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
F22X0155	KONICA MINOLTA BUSINESS SOLUTI	4,200.00	+2,200.00	0130222101 5640	Econ Impact Aid Pacific Drive / Repairs by Vendors
F22X0172	KONICA MINOLTA BUSINESS SOLUTI	1,850.00	+1,100.00	0134352103 5640	Community Based Engl TutorInst / Repairs by Vendors
F22X0218	SOUTHWEST SCHOOL SUPPLY	3,500.00	+2,000.00	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
F22X0219	SOUTHWEST SCHOOL SUPPLY	6,100.00	+500.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
F22X0222	COAST SPEECH PATHOLOGY	15,000.00	-10,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
F22X0233	ASSISTIVE TECHNOLOGY EXCHANGE	10,000.00	+5,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
F22X0238	MCINTOSH CENTER FOR THE DISABL	2,000.00	-3,000.00	0142054201 5805	Special Ed Administration / Consultants
F22X0239	GALLAGHER PEDIATRIC THERAPY	50,000.00	-50,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
F22X0248	ROSSIER PARK SCHOOL	5,000.00	-20,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
F22X0251	TEC SANTA ANA	146,491.00	+66,491.00	0115554101 5100	Non Public Schools / Subagreements for Services

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F22X0303	SPEECH BANANAS	7,000.00	+2,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
F22X0379	SKYLIT INC	6,000.00	-4,000.00	0142054201 5805	Special Ed Administration / Consultants
F22X0400	CHIDESTER AND ASSOCIATES, MAR	6,000.00	+3,000.00	0152657719 5825	Superintendent Discret / Legal Assistance
F22X0402	JANE R VOGEL MA CONSULTING INC	2,000.00	-2,000.00	0142054201 5805	Special Ed Administration / Consultants
F22Y0023	ARAMARK UNIFORM SERVICE	3,800.00	+100.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
			+100.00	0156656369 5800	Transportation Special Ed DC / Other Contracted Services
F22Y0029	FLEET SERVICES INC	8,600.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
F22Z0005	CARRANZA, CHRIS	1,300.00	+300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22Z0009	CLARK SECURITY PRODUCTS	2,000.00	-2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0039	MONTGOMERY HARDWARE COMPANY	10,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0042	PEST OPTIONS INC	22,000.00	+2,000.00	0154753849 5800	Grounds Discretionary / Other Contracted Services
F22Z0054	STAPLES 025724519	1,500.00	-500.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
<b>Fund 01 Total:</b>			<b>11,716.37</b>		
<b>Total Amount of Change Orders:</b>			<b>11,716.37</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

06/05/2012

FROM 05/01/2012 TO 05/21/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0810	DIGITAL NETWORKS GROUP INC	6,630.00	6,630.00	0121920101 5640	LEA Program Instruction Nicolas / Repairs by Vendors
F22D0930	WHITE RHINO PROMOTIONAL SOLUTI	210.11	210.11	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
F22X0088	ACORN NATURALISTS	300.00	300.00	0109555101 4310	Beckman Science Instructional / Materials and Supplies
F22X0291	PATTEN, KIMBERLY ANN	3,040.00	3,040.00	0125852101 5805	Project CREATE Instruction / Consultants
F22X0292	WADE, BRANDON EDDY	5,290.00	5,290.00	0125852101 5805	Project CREATE Instruction / Consultants
F22X0293	MORRISON, LISA RAINEY	1,500.00	1,500.00	0125852101 5805	Project CREATE Instruction / Consultants
F22X0381	EMCAL SCIENTIFIC INC	500.00	500.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>17,470.11</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>17,470.11</b>			

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, 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 141025 THROUGH 141073 FOR THE 2011/2012 SCHOOL  
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated May 1, 2012 through May 21, 2012, contains purchase orders numbered 141025 through 141073 for the 2011/2012 school year totaling \$273,133.58.

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 141025 through 141073 for the 2011/2012 school year.

SH:AC:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
05-01-12 through 05-21-12

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
NONE				
<b>Out of Date Sequence P.O.'s</b>				
NONE				
<b>Processed Food &amp; Commodity P.O.'s</b>				
NONE				
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				273,133.58
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 273,133.58</b>

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
<b>A &amp; R Distributors</b>	<b>141026</b>	<b>5/1/2012</b>	<b>5/2/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
15	case	7021	Cracker Graham Hi-Fbr MJM #201502	150/3pk		\$20.1400	\$302.10	
2	case	8018	Pretzel,*Mini, Snyder's	400's		\$29.8800	\$59.76	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$361.86
<b>A &amp; R Distributors</b>	<b>141027</b>	<b>5/1/2012</b>	<b>5/9/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	case	8202	Chips , Fritos Corn	120's		\$15.5500	\$15.55	
26	case	8148	Pretzel Nibblers, IW #88270	60/case		\$16.4400	\$427.44	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$442.99
<b>A &amp; R Distributors</b>	<b>141040</b>	<b>5/7/2012</b>	<b>5/9/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
15	case	11077	Juice, Apple Langers	24/16oz./case		\$8.6800	\$130.20	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$130.20
<b>A &amp; R Distributors</b>	<b>141055</b>	<b>5/14/2012</b>	<b>5/30/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
7	cs	7023	Crackers, Graham Scooby Doo, Keebler #2523	175/1oz.		\$47.2400	\$330.68	
8	case	8026	Cheez-It, Scrabble Campus #1433	175.75 oz.		\$37.5700	\$300.56	
10	case	3205	Brkfst Bar, Oatml Raisin, Quaker Oats	125ct		\$24.0000	\$240.00	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$871.24
<b>A &amp; R Distributors</b>	<b>141065</b>	<b>5/18/2012</b>	<b>5/30/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
27	case	7003	Cracker, Jungle J&J Whole Grain #39085	200/1oz/cs		\$20.9700	\$566.19	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$566.19
<b>Custom Design Uniforms Co.</b>	<b>141036</b>	<b>5/4/2012</b>	<b>5/16/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
30	ea	L510	Polo, Black Ladies W/Logo S			\$13.9500	\$418.50	
40	ea	L510	Polo, Black Ladies W/Logo M			\$13.9500	\$558.00	
70	ea	L510	Polo, Black Ladies W/Logo L			\$13.9500	\$976.50	
40	ea	L510	Polo, Black Ladies W/Logo XL			\$13.9500	\$558.00	
40	ea	L510	Polo, Black Ladies W/Logo XXL			\$15.9500	\$638.00	
40	ea	L510	Polo, Black Ladies W/Logo 4XL			\$18.9500	\$758.00	
12	ea	K510	Polo, Black Men's W/Logo L			\$13.9500	\$167.40	
12	ea	K510	Polo, Black Men's W/Logo XL			\$13.9500	\$167.40	
140	ea	B161	Totes, Insulated Grocery, Navy W/Logo			\$6.5000	\$910.00	
5	ea	L608	Polo, Black Long Sleeve W/Logo L			\$17.5000	\$87.50	
							<b>Sales Tax:</b>	\$406.06
							<b>P.O. Total:</b>	\$5,645.36
<b>Custom Design Uniforms Co.</b>	<b>141057</b>	<b>5/14/2012</b>	<b>5/25/2012</b>				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
3	ea	L104	Jacket, Port Auth. Microfleece, Ladies S			\$29.9900	\$89.97	
4	ea	L104	Jacket, Port Auth. Microfleece, Ladies L			\$29.9900	\$119.96	

**Vendor Total:** \$2,372.48

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# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Custom Design Uniforms Co.	141057	5/14/2012	5/25/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	ea	L104	Jacket, Port Auth. Microfleece, Ladies XL	\$29.9900	\$119.96		
1	ea	L104	Jacket, Port Auth. Microfleece, Ladies XXL	\$31.9900	\$31.99		
1	ea	J765	Jacket, Port Auth. MRX, Mens M	\$45.0000	\$45.00		
1	ea	J765	Jacket, POrt Auth. MRX, Mens XL	\$47.0000	\$47.00		
					<b>Sales Tax:</b>	\$35.18	
					<b>P.O. Total:</b>	\$489.06	
					<b>Vendor Total:</b>	\$6,134.42	
^							
CDW Government	141043	5/7/2012	5/7/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	2384095	ADO DREAM CS5.5 L3	\$104.4900	\$104.49		
1	ea	2699559	AVL DREAM CS6 12 WIN MED MED	\$24.1800	\$24.18		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$128.67	
					<b>Vendor Total:</b>	\$128.67	
^							
Le Chef Bakery	141054	5/14/2012	5/16/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	case	1	Mini Muffin Assortment #MUB010-24'S	\$15.7400	\$15.74		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$15.74	
					<b>Vendor Total:</b>	\$15.74	
^							
Le Chef Bakery	141073	5/18/2012	5/23/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	each	1	Choc Mousse Cake #BQ009-Full-SL 100 cut	\$91.2300	\$91.23		
3	each	1	Party Pops #MP051	\$31.8500	\$95.55		
1	each	1	Petit Four #MP096	\$61.8600	\$61.86		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$248.64	
					<b>Vendor Total:</b>	\$264.38	
^							
Fullerton School District	141025	5/1/2012	5/1/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated 10B Payroll	210,000.0000	\$210,000.00		
1	ea	1	Estimated District Expenses	\$20,000.0000	\$20,000.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$230,000.00	
					<b>Vendor Total:</b>	\$230,000.00	
^							
Gold Star Foods Inc.	141037	5/7/2012	5/18/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.	\$56.8100	\$284.05		

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	141037	5/7/2012	5/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	59703	Pancakes Blueberry WG GS#113405 Max IW 80/3oz	\$37.8200	\$226.92	
20	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356	\$51.6500	\$1,033.00	
16	case	57055	Beef Chsburger, 60/csPierre(Sand.JrHi), GS#401358	\$34.1900	\$547.04	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,091.01
Gold Star Foods Inc.	141047	5/10/2012	5/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	case	1	Chicken Fried Steak #100522, Don Lee	\$33.7200	\$33.72	
1	case	1	Corn Muffins, Daves, IW #113416	\$26.5400	\$26.54	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$60.26
Gold Star Foods Inc.	141064	5/18/2012	5/25/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$49.7300	\$1,790.28	
24	case	8001	Shell Taco, Corn #3351095 Mission, 5" 200/case	\$10.4100	\$249.84	
5	case	30015	Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498	\$17.3700	\$86.85	
3	case	30065	Corn Dog, Mini Foster Frms, 239/.67oz/cs,GS#100714	\$22.7000	\$68.10	
37	case	57002	Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398	\$20.8400	\$771.08	
49	case	55019	Chicken Nugget, Natural Tyson GS#401738	\$41.6500	\$2,040.85	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$5,007.00
Gold Star Foods Inc.	141066	5/18/2012	6/1/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	cs	4242	Sauce, Marinara, Packer #401456 Red Gold 6/10#	\$24.9500	\$449.10	
20	cs	56026	Turkey Preckd Grnd, JennieO 4/7#cs (D), GS#400986	\$50.1300	\$1,002.60	
38	case	55116	French Toast Sticks SnylFrsh, 150/case, GS#401548	\$61.0600	\$2,320.28	
61	cs	4351	Syrup, Maple #202352 100/1.5/cs	\$7.2000	\$439.20	
32	case	55002	Chicken, Sausage Patty Tyson #17443 354/1.36oz.	\$39.5800	\$1,266.56	
90	cs	30213	Chicken Fajita #6922 Tyson 2/5#cs	\$29.1700	\$2,625.30	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$8,103.04
					<b>Vendor Total:</b>	\$15,261.31
P & R Paper Supply Company, Inc.	141041	5/7/2012	5/15/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	84310	Cup, 7oz Clear 500/case	\$53.1200	\$106.24	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$106.24
					<b>Vendor Total:</b>	\$106.24
Industrial Electric	141058	5/14/2012	5/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Repair Combi# 3 (estimate)	\$300.0000	\$300.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$300.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Vendor Total:</b>						\$300.00 ^
ASR Food Distributors, Inc.	141028	5/1/2012	5/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#	\$15.8000	\$31.60	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$31.60
ASR Food Distributors, Inc.	141031	5/4/2012	5/7/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$9.30	
5	case	999275	Apple, Gala 163ct 40#cs #10023	\$23.5000	\$117.50	
1	each	999059	Pepper, Bell Red 15#/cs #20316	\$1.0700	\$1.07	
5	lb	999265	Stir Fry Vegetables LB #31419	\$1.5500	\$7.75	
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25	
10	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$11.50	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
35	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$64.75	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
10	case	999053	Apple, Red Delicious 163ct 40#cs #10337	\$23.5000	\$235.00	
28	case	999130	Banana, Petite green tip 40#cs #11710	\$19.9500	\$558.60	
8	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$178.00	
12	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$294.00	
2	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS	\$31.1000	\$62.20	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$1,561.27
ASR Food Distributors, Inc.	141032	5/4/2012	5/8/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
2	case	999105	Apple, Red Delicious 198/175ct CS #10349	\$17.0200	\$34.04	
10	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$292.50	
3	each	999059	Pepper, Bell Red 15#/cs #20316	\$1.0700	\$3.21	
4	each	999006	Cucumber, ea 26#/cs #20631	\$0.4100	\$1.64	
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$0.8600	\$0.86	
1	bag	999215	Spinach, wash/clean 2.5#/pkg #31396	\$5.4800	\$5.48	
2	case	999028	Tomato, Cherry 12bkt/ug #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	999210	Celery Sticks 3" LB #30553	\$1.1000	\$11.00	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
2	case	999083	Apple, Gala 138ct 40#cs #10012	\$22.7700	\$45.54	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$440.17
ASR Food Distributors, Inc.	141033	5/4/2012	5/9/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$351.00	
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	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$362.35
ASR Food Distributors, Inc.	141034	5/4/2012	5/10/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	141034	5/4/2012	5/10/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
10	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$292.50	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
10	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$11.50	
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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$324.55
ASR Food Distributors, Inc.	141035	5/4/2012	5/11/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	999042	Orange, 113ct 40#cs #11125	\$16.5000	\$165.00	
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	
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315	\$22.7700	\$45.54	
25	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$556.25	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$788.39
ASR Food Distributors, Inc.	141038	5/7/2012	5/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	56104	Muffin Blubry#217230W 20Cent. 60/3oz/case	\$26.2000	\$209.60	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$209.60
ASR Food Distributors, Inc.	141045	5/9/2012	5/18/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	case	7210	Bun,Honey Nemo's #20100 48/cs	\$23.7700	\$427.86	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$427.86
ASR Food Distributors, Inc.	141046	5/9/2012	5/25/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz	\$9.7200	\$1,088.64	
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz	\$9.7200	\$1,088.64	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,177.28
ASR Food Distributors, Inc.	141048	5/11/2012	5/14/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
10	case	999053	Apple, Red Delicious 163ct 40#/cs #10337	\$23.5000	\$235.00	
2	case	999105	Apple, Red Delicious 198/175ct CS #10349	\$17.0200	\$34.04	
2	case	999038	Grape, Red 20#cs #10629	\$18.7500	\$37.50	
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944	\$14.3800	\$14.38	
1	each	999039	Kiwi, approx. 108ct Vol Filled 22#cs #10753	\$16.9600	\$16.96	
1	each	999109	Lemon, EA 40#cs #10786	\$0.7400	\$0.74	
8	case	999042	Orange, 113ct 40#cs #11125	\$16.5000	\$132.00	
4	each	999059	Pepper, Bell Red 15#/cs #20316	\$1.0700	\$4.28	
2	each	999006	Cucumber, ea 26#/cs #20631	\$0.3600	\$0.72	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
5	lb	999265	Stir Fry Vegetables LB #31419	\$1.5500	\$7.75	
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50	
10	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$11.50	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	141048	5/11/2012	5/14/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
35	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$64.75	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
3	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$59.85	
2	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS	\$31.1000	\$62.20	
6	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$133.50	
3	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$73.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$934.57
ASR Food Distributors, Inc.	141049	5/11/2012	5/15/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
5	case	999053	Apple, Red Delicious 163ct 40#/cs #10337	\$23.5000	\$117.50	
1	lb	999115	Pepper, Jalapeno 10#/cs #20552	\$1.1500	\$1.15	
1	lb	999007	Jicama, approx. 1-1/2#ea 20#/cs #20811	\$0.7900	\$0.79	
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$1.0200	\$1.02	
2	lb	999119	Onion, Red 25#/sack #21092	\$0.4100	\$0.82	
10	lb	999106	Zucchini, Squash 22#/cs #21744	\$0.1600	\$1.60	
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	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$140.43
ASR Food Distributors, Inc.	141050	5/11/2012	5/16/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	each	999005	Cilantro, 30bunch/cs #20608	\$0.2000	\$0.20	
2	each	999076	Mint, #20923	\$0.4800	\$0.96	
10	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$11.50	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
5	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$3.25	
3	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$87.75	
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315	\$23.9200	\$47.84	
3	ea	999142	Leeks, ea	\$0.3900	\$1.17	
3	ea	999143	Watercress, ea	\$1.2400	\$3.72	
2	ea	999146	Grapefruit, White Sections gal. #31651	\$11.9000	\$23.80	
18	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$400.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$588.64
ASR Food Distributors, Inc.	141051	5/11/2012	5/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
5	lb	999139	Pepper, Bell Tri-color sliced lb	\$2.2400	\$11.20	
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25	
20	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$23.00	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
10	lb	999217	Salad, Health Mix 5#/bag #30766	\$0.9000	\$9.00	
10	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$18.50	
15	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$9.75	
10	case	999053	Apple, Red Delicious 163ct 40#/cs #10337	\$23.5000	\$235.00	
10	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$222.50	
10	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$245.00	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	141051	5/11/2012	5/17/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$792.15
ASR Food Distributors, Inc.	141052	5/11/2012	5/18/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944		\$2.7600	\$2.76
1	each	999089	Pepper, Bell Green 25#/cs #20293		\$0.3200	\$0.32
1	each	999059	Pepper, Bell Red 15#/cs #20316		\$0.6900	\$0.69
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	999210	Celery Sticks 3" LB #30553		\$1.1000	\$11.00
10	lb	999216	Salad Mix, 4-way 5#/bag #31284		\$0.6500	\$6.50
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$41.22
ASR Food Distributors, Inc.	141060	5/17/2012	5/25/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
6	boxes	1	HOTM tasting trio "Cottage Crunch Berries"		\$12.9300	\$77.58
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$77.58
ASR Food Distributors, Inc.	141061	5/17/2012	5/31/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
7	boxes	1	HOTM Tasting Box "Peachy Parfait"		\$9.0400	\$63.28
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$63.28
ASR Food Distributors, Inc.	141063	5/18/2012	5/25/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#		\$15.8000	\$63.20
142	case	30016	Corn Dog Whole Grain Chicken Don Lec#CN340DL 36		\$13.7400	\$1,951.08
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,014.28
ASR Food Distributors, Inc.	141067	5/18/2012	6/1/2012			<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	59801	Sandwich, Sunbutter & Grape Jelly Sunwise#11128W		\$49.1400	\$1,081.08
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,081.08
ASR Food Distributors, Inc.	141068	5/18/2012	5/21/2012			<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.	141069	5/18/2012	5/22/2012			<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.	141070	5/18/2012	5/23/2012			<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

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	141070	5/18/2012	5/23/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$6.20
ASR Food Distributors, Inc.	141071	5/18/2012	5/24/2012			<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.	141072	5/18/2012	5/25/2012			<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
				<b>Vendor Total:</b>		\$12,087.30
						^
Swisher	141044	5/9/2012	5/11/2012			<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	each	70030	LD-3500 5 gal.		\$100.4300	\$200.86
2	each	70031	CLOR-RIGHT 5 gal.		\$41.5800	\$83.16
2	each	70036	Orange-Cleaner/Degreaser 2.5 gal.		\$49.6100	\$99.22
1	case	70024	Delimer, Swisher 4/1 gal.		\$69.9300	\$69.93
				<b>Sales Tax:</b>		\$35.12
				<b>P.O. Total:</b>		\$488.29
				<b>Vendor Total:</b>		\$488.29
						^
U.S. Foodservice, Inc.	141030	5/4/2012	5/4/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
14	case	1	Peas, Canned 6/10		\$35.0600	\$490.84
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$490.84
U.S. Foodservice, Inc.	141042	5/7/2012	5/16/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
10	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$9.8800	\$98.80
				<b>Sales Tax:</b>		\$7.66
				<b>P.O. Total:</b>		\$106.46
U.S. Foodservice, Inc.	141053	5/14/2012	5/16/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	case	1	Petite Spinach Quiche #8163628		\$58.6400	\$58.64
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$58.64
U.S. Foodservice, Inc.	141056	5/14/2012	5/23/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
36	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs		\$22.1900	\$798.84
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs		\$22.1900	\$798.84

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 5/1/2012 and 5/21/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	141056	5/14/2012	5/23/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,597.68
U.S. Foodservice, Inc.	141062	5/18/2012	5/23/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
23	case	20016	Com Wh Kml #173605 Monre 6##10/es		\$33.7500	\$776.25
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$776.25
				<b>Vendor Total:</b>		\$3,029.87
						^
Roadrunner Commercial Equipment, Inc.	141029	5/4/2012	5/4/2012			<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	ea	1	SM2C replacement		\$448.0000	\$896.00
1	ea	1	SMK4H Hot Water replacement		\$923.0000	\$923.00
				<b>Sales Tax:</b>		\$140.97
				<b>P.O. Total:</b>		\$1,959.97
				<b>Vendor Total:</b>		\$1,959.97
						^
Flavorseal	141039	5/7/2012	5/18/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	case	87517	Clips #Z-411 or #Z-401 4/6250/case		\$505.0000	\$505.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$505.00
				<b>Vendor Total:</b>		\$505.00
						^
Service Solutions Group	141059	5/14/2012	5/14/2012			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	ea	T-STAT H1	FWE Tstat, Cab 90-190 36#		\$142.0000	\$284.00
2	ea	LTPLT A/G	FWE Light, Indicator, Dual, 125V, Amber/Green		\$18.0000	\$36.00
2	ea	SWH RCK E1	FWE Switch, Unlighted On/Off, 20amp		\$70.0000	\$140.00
				<b>Sales Tax:</b>		\$35.65
				<b>P.O. Total:</b>		\$495.65
				<b>Vendor Total:</b>		\$495.65
						^

GRAND TOTAL \$ 273,133.58

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 83286 THROUGH 83618 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 83286 through 83618 for the 2011/2012 school year totaling \$2,552,282.95. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$2,469,601.00
12 Child Development	9,986.80
14 Deferred Maintenance	47,621.22
25 Capital Facilities	18,720.60
81 Property / Liability Insurance	6,353.33
Total	\$2,552,282.95

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 83286 through 83618 for the 2011/2012 school year.

SH:SM:cr

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, 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 8976 THROUGH 9013 FOR THE 2011/2012 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 8976 through 9013 for the 2011/2012 school year. The total amount presented for approval is \$358,322.14.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 8976 through 9013 for the 2011/2012 school year.

SH:AC:dlh

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 11/12-B040 THROUGH 11/12-B042 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 11/12-B040 through 11/12-B042 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:cr  
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 \$439,509 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>
8011	Revenue Limit State Aid – Current Year	\$251,421
8434	Class Size Reduction – Grades K-3	177,841
8699	All Other Local Revenue	10,247
	Total:	<u>\$439,509</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	\$12,453
2000	Classified Salaries	6,683
3000	Employee Benefits	1,421
4000	Books and Supplies	7,759
5000	Services & Other Operating Expenses	-34,725
7000	Other Outgo	-9,531
9789	Designated for Economic Uncertainties	455,449
	Total:	<u>\$439,509</u>

Explanation: This Resolution reflects the balance of the budget adjustments in the Third Interim Financial report presented at the May 22, 2012 Board Meeting. The adjustments include increases in State Aid Revenue Limit for 51 additional ADA originally projected in the 2011/12 adopted budget, Class Size Reduction (CSR), and PTA and ASB reimbursements. It also includes adjustments to project estimated expenditures in the unrestricted General Fund.

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

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

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

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

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$10,575
2000	Classified Salaries	59,794
3000	Employee Benefits	-7,496
4000	Books and Supplies	-131,314
5000	Services & Other Operating Expenses	68,407
7000	Other Outgo	34
	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 the balance of the budget adjustments in the Third Interim Financial report presented at the May 22, 2012 Board Meeting projecting estimated expenditures in the General Fund restricted programs.

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

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

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

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

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

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,222
2000	Classified Salaries	18,211
3000	Employee Benefits	-6,473
4000	Books and Supplies	-10,800
5000	Services & Other Operating Expenses	-7,160
	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 Child Development Fund.

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

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

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

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ADVTECH ENVIRONMENTAL, INC., FOR ANNUAL GROUNDWATER SITE MONITORING, EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013**

Background: As a result of the removal of a leaky underground storage tank in 1988, the District has engaged in groundwater monitoring and reporting. This monitoring and testing has indicated a need for a series of tasks associated with environmental compliance. ADvTECH Environmental, Inc., is a qualified firm that provides a competitive fee schedule.

The documentation detailing the scope of work is available in the Superintendent's Office.

Rationale: The State Water Resources Control Board requires that the District continue to test and monitor groundwater.

Funding: Routine Maintenance Fund (01). Cost for these services is not to exceed \$15,500.00.

Recommendation: Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Annual Groundwater Site Monitoring, effective July 1, 2012 through June 30, 2013.

SH:LL:mm

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ADVTECH ENVIRONMENTAL, INC., FOR SOIL REMEDIAL ACTION WORK PLAN REQUESTED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013**

Background: As a result of the removal of a leaky underground storage tank in 1988, the District has engaged in groundwater monitoring and reporting. This monitoring and testing has indicated a need for soil remediation, as required by the California Regional Water Quality Control Board. Soil remediation work began in 2010 and was originally anticipated to be completed in a year. After two years, contamination levels still exceed acceptable limits, so the District must undertake additional soil remediation work. ADVTECH Environmental, Inc., is a qualified firm that provides a competitive fee schedule. The District is currently a claimant on the State Underground Storage Tank Cleanup Fund and is being reimbursed for the majority of the costs associated with the soil remediation work.

The documentation detailing the scope of work is available in the Superintendent's Office for review.

Rationale: The State Water Resources Control Board is requiring the District to remediate the soil in order to reduce the contaminant levels to acceptable levels and close the site to further action. The scope of work proposed by ADVTECH Environmental, Inc., meets process requirements established by the State for cleanup action.

Funding: Routine Maintenance Fund (01). Cost for these services is not to exceed \$147,060.

Recommendation: Approve Independent Contractor Agreement between the Fullerton School District and ADVTECH Environmental, Inc., for Soil Remedial Action Work Plan requested by the California Regional Water Quality Control Board, effective July 1, 2012 through June 30, 2013.

SH:LL:mm

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FRESH GRILL, LLC

Background: Nutrition Services began offering fresh sandwiches and salads provided by Fresh Grill, LLC, late in the 2009/2010 school year at selected junior high school sites. Fresh Grill sandwiches and salads meet or exceed the requirements set forth by the National School Lunch Program. Fresh Grill sandwiches and salads are served at Beechwood School, Fisler School, Ladera Vista Junior High School, and Parks Junior High School.

Rationale: Fresh Grill, LLC, sandwiches and salads are wholesome, nutritious, and visually appealing. By offering these items, Nutrition Services promotes the concept of healthy foods as set forth in the "Healthy Food Guidelines Resource Guide" published by the District on June 19, 2008, and complies with Board Policy Number 5030 (Student Wellness) adopted on November 28, 2006.

The agreement between Fullerton School District and Fresh Grill, LLC, guarantees that all items purchased are either sold or picked up by Fresh Grill, and the District is credited for the picked-up items. The agreement is awarded for the 2012/2013 fiscal year and is renewable for up to two additional fiscal years.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify agreement between Fullerton School District and Fresh Grill, LLC.

SH:AC:dlh  
Attachment

## AGREEMENT

THIS AGREEMENT, dated the 1st day of August, 2012, in the County of Orange, State of California, is by and between **Fullerton School District**, (hereinafter referred to as "DISTRICT"), and FB Holding Company, LLC DBA Fresh Grill, Brown Bag Sandwich, (hereinafter referred to as "SUPPLIER").

The DISTRICT and the SUPPLIER, for the consideration stated herein, agree as follows:

1. BIDDER agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Cover Sheet, Evidence of Responsibility, Disclosure of Lobbying Activities, Suspension and Debarment Certification, Designation of Subcontractors, Information Required of Bidder, Non-collusion Affidavit, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. BIDDER shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The BIDDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.
3. DISTRICT shall pay to the BIDDER, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, the sum of (guaranteed sales; see attached pricing) Dollars (\$see attached).
4. The term of this Agreement shall be for the period of August 1, 2012 through July 30, 2013. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three (3) years. In the event that parties involved consent to contract time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the DISTRICT. All proposed price increases shall require the submission by the vendor of the manufacturer's national or regional published price list or printed notices of price changes. All purchase orders placed

under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

5. **Time is of the essence.**

6. Termination for Convenience. The DISTRICT shall have discretion to terminate this Agreement at any time and require BIDDER to cease all work under this Agreement by providing BIDDER thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, BIDDER shall:

- (i) Cease operations as it applies to the DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for a DISTRICT'S convenience, BIDDER shall be entitled to receive payment from that DISTRICT for product(s) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

Termination for Cause or Non-Appropriation. In the event BIDDER defaults in the performance of the Agreement as set forth in General Conditions Section 22(a) or, if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Section 22(b), then this Agreement shall terminate or be suspended as set forth in General Conditions Section 22.

7. The BIDDER agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the BIDDER or any person, firm or corporation employed by the BIDDER, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the BIDDER, or any person, firm, or corporation employed by the BIDDER, either directly or by independent contract, arising out of, or in any way connected with the

work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the BIDDER, either directly or by independent contract.

The BIDDER, at BIDDER'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 8. BIDDER shall, at BIDDER's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering BIDDER's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. SUPPLIER shall require all subcontractors, if any, to take out and maintain the same insurance coverages set forth below.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$ 2,000,000.00</u>
Broad Form Property Damage Insurance in an amount not less than	<u>\$ 2,000,000.00</u>
Contractual Liability Insurance in an amount not less than	<u>\$ 2,000,000.00</u>
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than	<u>\$ 2,000,000.00</u>
Product & Completed Operations Liability	<u>\$ 2,000,000.00</u>
Statutory Workers' Compensation	

Insurance in accordance with  
Sections 3700 and 3800 of the Labor  
Code of the State of California

An endorsement to said policy(s)  
naming DISTRICT as additional  
insureds while rendering services  
under this Agreement

Thirty (30) days written notice to DISTRICT of cancellation or reduction in coverage.

9. If BIDDER is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Jeff Heavirland, whose title is CEO, is authorized to act for and bind the corporation.
10. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.
11. The BIDDER shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the BIDDER shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the BIDDER, and to its purported assignee or transferee.
12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
  - (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
  - (2) If notice is given to BIDDER, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said BIDDER at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary, and what is called for by any one shall be as binding as if called for by all. BIDDER warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any State or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The BIDDER shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT'S rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT. This Agreement shall be governed by the laws of the State of California.
15. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT  
Fullerton School District

BIDDER

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Jeff Heavirland  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
CEO  
Title

\_\_\_\_\_  
SUPPLIER's License No.

\_\_\_\_\_  
26-1581485  
Tax ID No.

(CORPORATE SEAL OF SUPPLIER,  
if corporation)

Price Sheet



Confidential

4/19/2012

FG - 32

Guaranteed Sale

	Item	UPC	Description	Sugg. D.S.D.	Sugg. Retail
Snack	10029	6-77684-10029-8	Fresh Grill (F&BFY) Egg Cup Breakfast, Snack	\$1.64	\$2.49
	10139	6-77684-10139-4	Fresh Grill Bagel & Cream Cheese	\$1.80	\$2.69
	10038	6-77684-10038-0	Fresh Grill (F&BFY) Crunchie Munchie	\$1.94	\$2.89
	10159	6-77684-10159-2	Fresh Grill (F&BFY) Hummus with Pretzels	\$2.12	\$3.09
	10009	6-77684-10009-0	Fresh Grill (F&BFY) Yogurt Parfait	\$2.78	\$4.19
	10119	6-77684-10119-6	Fresh Grill (F&BFY) Peach & Blueberry Yogurt Parfait	\$2.78	\$4.19
	10120	6-77684-10120-2	Fresh Grill (F&BFY) Mixed Fruit Yogurt Parfait	\$2.78	\$4.19
Triangle	10039	6-77684-50015-9	Fresh Grill (F&BFY) Triangle Ham & Cheddar on Wheat	\$1.62	\$3.19
	10050	6-77684-10050-2	Fresh Grill (F&BFY) Triangle Turkey & Cheddar on Wheat	\$1.62	\$3.19
	10051	6-77684-10051-9	Fresh Grill (F&BFY) Triangle Tuna Salad on Wheat	\$1.62	\$3.19
	10053	6-77684-10053-3	Fresh Grill (F&BFY) Triangle Chicken Salad on Wheat	\$1.62	\$3.19
	10052	6-77684-10052-6	Fresh Grill (F&BFY) Triangle Egg Salad on Wheat	\$1.62	\$3.19
Breakfast	10015	6-77684-10015-1	Fresh Grill Egg Cheese Muffin	\$1.64	\$2.49
	10043	6-77684-10043-4	Fresh Grill Ham Egg Cheese Muffin	\$1.64	\$2.49
	10044	6-77684-10044-1	Fresh Grill Sausage Egg Cheese Muffin	\$1.64	\$2.49
Burrito	10028	6-77684-10028-1	Fresh Grill Breakfast Burrito Vegetarian	\$1.64	\$2.49
	10010	6-77684-10010-6	Fresh Grill Breakfast Burrito Bacon	\$1.64	\$2.49
	10013	6-77684-10013-7	Fresh Grill Breakfast Burrito Chorizo	\$1.64	\$2.49
Health Nut	10032	6-77684-10032-8	Fresh Grill (F&BFY) Health Nut Turkey Entrée	\$2.14	\$3.19
	10033	6-77684-10033-5	Fresh Grill (F&BFY) Health Nut Tuna Entrée	\$2.14	\$3.19
	10065	6-77684-10065-6	Fresh Grill Roast Beef on Multigrain	\$2.14	\$3.19
Salad	10125	6-77684-10125-7	Fresh Grill (F&BFY) Garden Salad	\$2.24	\$3.39
	10124	6-77684-10124-0	Fresh Grill (F&BFY) Greek Salad	\$2.99	\$4.49
Croissant	10046	6-77684-10046-5	Fresh Grill Ham & Swiss Croissant	\$2.62	\$3.89
	10027	6-77684-10027-4	Fresh Grill Turkey & Swiss Croissant	\$2.62	\$3.89
Wheat	10155	6-77684-10155-4	Fresh Grill (F&BFY) Egg Salad w/Lettuce on Wheat	\$1.80	\$2.69
	10041	6-77684-10041-0	Fresh Grill Tuna Salad on Wheat w/Lettuce & Tomato	\$2.62	\$3.89
7" French	10047	6-77684-10047-2	Fresh Grill 7" Big Tex Turkey & Cheddar French Sub	\$2.62	\$3.89
	10048	6-77684-10048-9	Fresh Grill 7" Italian Submarine	\$2.62	\$3.89
Pita	10045	6-77684-10045-8	Fresh Grill Tuna Pita Stack	\$2.62	\$3.89
	10037	6-77684-10037-3	Fresh Grill Turkey & Cheddar Pita Stack	\$2.62	\$3.89
	10036	6-77684-10036-6	Fresh Grill Ham & Cheddar Pita Stack	\$2.62	\$3.89
	10117	6-77684-10117-2	Fresh Grill (F&BFY) Pesto Chicken Pita	\$2.62	\$3.89
	10118	6-77684-10118-9	Fresh Grill (F&BFY) Cajun Chicken Pita	\$2.62	\$3.89
Wrap	10021	6-77684-10021-2	Fresh Grill Italian Vegetable Wrap	\$2.62	\$3.89
	10163	6-77684-10163-9	Fresh Grill Chicken Caesar Wrap	\$2.97	\$4.49
	10164	6-77684-10164-6	Fresh Grill (F&BFY) Turkey Spinach Wrap	\$2.97	\$4.49
	10250	6-77684-10250-6	Fresh Grill Turkey & Stuffing with Cranberry Sauce	\$2.95	\$4.29
	10264	6-77684-10264-3	Fresh Grill Blazin Chicken on Multigrain	\$2.95	\$4.29
Dark Wheat	10034	6-77684-10034-2	Fresh Grill (F&BFY) Dark Wheat, Turkey Entrée	\$2.95	\$4.39
	10035	6-77684-10035-9	Fresh Grill (F&BFY) Dark Wheat, Combo Entrée	\$2.95	\$4.39
	10151	6-77684-10151-6	Fresh Grill Chicken Salad on Dark Wheat Bread	\$2.95	\$4.39
	10152	6-77684-10152-3	Fresh Grill Tuna Salad on Dark Wheat Bread	\$2.95	\$4.39
Specialty	10024	6-77684-10024-3	Fresh Grill Ranch Turkey Club	\$2.95	\$4.39
	10025	6-77684-10025-0	Fresh Grill Roast Beef and Cheddar on Onion Roll	\$2.95	\$4.39
	10049	6-77684-10049-6	Fresh Grill Smoked Turkey w/Southwest Mayo	\$2.95	\$4.39
	10112	6-77684-10112-7	Fresh Grill Roast Beef with Peperoncini	\$3.21	\$4.79
	10111	6-77684-10111-0	Fresh Grill (F&BFY) Spicy Italian Turkey Sub	\$3.21	\$4.79
Pasta	10266	6-77684-10266-7	Fresh Grill Pasta, Creamy Bowtie	\$2.81	\$4.19
	10267	6-77684-10267-4	Fresh Grill Pasta, Cheese & Garlic	\$2.81	\$4.19
	10268	6-77684-10268-1	Fresh Grill Pasta, Primavera	\$2.81	\$4.19
	10269	6-77684-10269-8	Fresh Grill Pasta, Rainbow Pasta & Tuna	\$2.81	\$4.19
	10270	6-77684-10270-4	Fresh Grill Pasta, Spinach & Baby Shells	\$2.81	\$4.19
Artisan	10274	6-77684-10274-2	Fresh Grill Artisan, Chicken Salad on Marble Rye	\$3.49	\$5.24
	10275	6-77684-10275-9	Fresh Grill Artisan, Grilled Chicken Breast on Marble Rye	\$3.49	\$5.24
	10281	6-77684-10281-0	Fresh Grill Artisan, Pomodoro Spinach on Chibatta w/ Sundried Tomato Spread	\$3.49	\$5.24
	10285	6-77684-10285-8	Fresh Grill Artisan, Tuna Salad on Oat Honey Wheat	\$3.49	\$5.24
	10286	6-77684-10286-5	Fresh Grill Artisan, Roasted Turkey on Oat Honey Wheat	\$3.49	\$5.24
	10287	6-77684-10287-2	Fresh Grill Artisan, Italian Chibatta	\$3.49	\$5.24
Salad	10022	6-77684-10022-9	Fresh Grill (F&BFY) Salad, Krab & Shrimp Louie Entrée	\$3.28	\$4.89
	10004	6-77684-10004-5	Fresh Grill (F&BFY) Salad, BBQ Chicken Entrée	\$3.28	\$4.89
	10006	6-77684-10006-9	Fresh Grill (F&BFY) Salad, Mandarin Chicken Entrée	\$3.28	\$4.89
	10007	6-77684-10007-6	Fresh Grill (F&BFY) Salad, Razzle-Berry Chicken & Berry Entrée	\$3.28	\$4.89
	10008	6-77684-10008-3	Fresh Grill (F&BFY) Salad, Classic Chicken Caesar Entrée	\$3.28	\$4.89
	10244	6-77684-10244-5	1/2 Side Salad	\$0.54	\$1.99
	10136	6-77684-10136-3	Fresh Grill Salad, Grilled Vegetable with Feta Cheese	\$3.28	\$4.89
	10141	6-77684-10141-7	Fresh Grill Salad, Garden Goodness Spinach	\$3.28	\$4.89
	10142	6-77684-10142-4	Fresh Grill Salad, Artichoke & Hearts of Palm	\$3.28	\$4.89
	10158	6-77684-10158-5	Fresh Grill (F&BFY) Salad, Sesame Ginger	\$3.28	\$4.89
	10156	6-77684-10156-1	Fresh Grill (F&BFY) Salad, Traditional Caesar	\$3.28	\$4.89
	10157	6-77684-10157-8	Fresh Grill (F&BFY) Salad, Very Berry	\$3.28	\$4.89

\* New items need 4 weeks R&D.

Full Service : Sales driver is responsible for ordering, delivering and rotating products in order to guarantee the sale to the customer.

Our product must be kept between 35 and 40 degrees

Fresh Grill, LLC liability shall be limited exclusively to replacing the purchased product (only) in question without charge. The buyer by accepting the merchandise will assume all liability for any damages which may result from its use or misuse by the buyer, its employees, or by others. The above is superseded by the laws of California.

\*\*Prices subject to change at company's sole discretion with or without notice

111 E. Garry Avenue Santa Ana, CA 92707 Ph: (714) 444-2126 Fax: (714) 434-0414

Price Sheet



Confidential

4/19/2012

FG - 32

Non Guaranteed Sale

	Item	UPC	Description	Sugg. D.S.D.	Sugg. Retail
Snack	10029	6-77684-10029-8	Fresh Grill (F&BFY) Egg Cup Breakfast, Snack	\$1.46	\$2.49
	10139	6-77684-10139-4	Fresh Grill Bagel & Cream Cheese	\$1.80	\$2.69
	10038	6-77684-10038-0	Fresh Grill (F&BFY) Crunchie Munchie	\$1.94	\$2.89
	10159	6-77684-10159-2	Fresh Grill (F&BFY) Hummus with Pretzels	\$2.12	\$3.09
	10009	6-77684-10009-0	Fresh Grill (F&BFY) Yogurt Parfait	\$2.78	\$4.19
	10119	6-77684-10119-6	Fresh Grill (F&BFY) Peach & Blueberry Yogurt Parfait	\$2.78	\$4.19
	10120	6-77684-10120-2	Fresh Grill (F&BFY) Mixed Fruit Yogurt Parfait	\$2.78	\$4.19
Triangle	10039	6-77684-50015-9	Fresh Grill (F&BFY) Triangle Ham & Cheddar on Wheat	\$1.50	\$3.19
	10050	6-77684-10050-2	Fresh Grill (F&BFY) Triangle Turkey & Cheddar on Wheat	\$1.50	\$3.19
	10051	6-77684-10051-9	Fresh Grill (F&BFY) Triangle Tuna Salad on Wheat	\$1.50	\$3.19
	10053	6-77684-10053-3	Fresh Grill (F&BFY) Triangle Chicken Salad on Wheat	\$1.50	\$3.19
	10052	6-77684-10052-6	Fresh Grill (F&BFY) Triangle Egg Salad on Wheat	\$1.50	\$3.19
Breakfast	10015	6-77684-10015-1	Fresh Grill Egg Cheese Muffin	\$1.46	\$2.49
	10043	6-77684-10043-4	Fresh Grill Ham Egg Cheese Muffin	\$1.46	\$2.49
	10044	6-77684-10044-1	Fresh Grill Sausage Egg Cheese Muffin	\$1.46	\$2.49
Burrito	10028	6-77684-10028-1	Fresh Grill Breakfast Burrito Vegetarian	\$1.46	\$2.49
	10010	6-77684-10010-6	Fresh Grill Breakfast Burrito Bacon	\$1.46	\$2.49
	10013	6-77684-10013-7	Fresh Grill Breakfast Burrito Chorizo	\$1.46	\$2.49
Health Nut	10032	6-77684-10032-8	Fresh Grill (F&BFY) Health Nut Turkey Entrée	\$1.90	\$3.19
	10033	6-77684-10033-5	Fresh Grill (F&BFY) Health Nut Tuna Entrée	\$1.90	\$3.19
	10065	6-77684-10065-6	Fresh Grill Roast Beef on Multigrain	\$1.90	\$3.19
Salad	10125	6-77684-10125-7	Fresh Grill (F&BFY) Garden Salad	\$1.99	\$3.39
	10124	6-77684-10124-0	Fresh Grill (F&BFY) Greek Salad	\$2.66	\$4.49
Croissant	10046	6-77684-10046-5	Fresh Grill Ham & Swiss Croissant	\$2.25	\$3.89
	10027	6-77684-10027-4	Fresh Grill Turkey & Swiss Croissant	\$2.25	\$3.89
Wheat	10155	6-77684-10155-4	Fresh Grill (F&BFY) Egg Salad w/Lettuce on Wheat	\$1.60	\$2.69
	10041	6-77684-10041-0	Fresh Grill Tuna Salad on Wheat w/Lettuce & Tomato	\$1.89	\$3.89
7" French	10047	6-77684-10047-2	Fresh Grill 7" Big Tex Turkey & Cheddar French Sub	\$2.33	\$3.89
	10048	6-77684-10048-9	Fresh Grill 7" Italian Submarine	\$2.33	\$3.89
Pita	10045	6-77684-10045-8	Fresh Grill Tuna Pita Stack	\$2.33	\$3.89
	10037	6-77684-10037-3	Fresh Grill Turkey & Cheddar Pita Stack	\$2.33	\$3.89
	10036	6-77684-10036-6	Fresh Grill Ham & Cheddar Pita Stack	\$2.33	\$3.89
	10117	6-77684-10117-2	Fresh Grill (F&BFY) Pesto Chicken Pita	\$2.33	\$3.89
	10118	6-77684-10118-9	Fresh Grill (F&BFY) Cajun Chicken Pita	\$2.33	\$3.89
Wrap	10021	6-77684-10021-2	Fresh Grill Italian Vegetable Wrap	\$2.33	\$3.89
	10163	6-77684-10163-9	Fresh Grill Chicken Caesar Wrap	\$2.64	\$4.49
	10164	6-77684-10164-6	Fresh Grill (F&BFY) Turkey Spinach Wrap	\$2.64	\$4.49
	10250	6-77684-10250-6	Fresh Grill Turkey & Stuffing with Cranberry Sauce	\$2.63	\$4.29
	10264	6-77684-10264-3	Fresh Grill Blazin Chicken on Multigrain	\$2.63	\$4.29
Dark Wheat	10034	6-77684-10034-2	Fresh Grill (F&BFY) Dark Wheat, Turkey Entrée	\$2.63	\$4.39
	10035	6-77684-10035-9	Fresh Grill (F&BFY) Dark Wheat, Combo Entrée	\$2.63	\$4.39
	10151	6-77684-10151-6	Fresh Grill Chicken Salad on Dark Wheat Bread	\$2.63	\$4.39
	10152	6-77684-10152-3	Fresh Grill Tuna Salad on Dark Wheat Bread	\$2.63	\$4.39
Specialty	10024	6-77684-10024-3	Fresh Grill Ranch Turkey Club	\$2.63	\$4.39
	10025	6-77684-10025-0	Fresh Grill Roast Beef and Cheddar on Onion Roll	\$2.63	\$4.39
	10049	6-77684-10049-6	Fresh Grill Smoked Turkey w/Southwest Mayo	\$2.63	\$4.39
	10112	6-77684-10112-7	Fresh Grill Roast Beef with Peperoncini	\$2.85	\$4.79
	10111	6-77684-10111-0	Fresh Grill (F&BFY) Spicy Italian Turkey Sub	\$2.85	\$4.79
Pasta	10266	6-77684-10266-7	Fresh Grill Pasta, Creamy Bowtie	\$2.50	\$4.19
	10267	6-77684-10267-4	Fresh Grill Pasta, Cheese & Garlic	\$2.50	\$4.19
	10268	6-77684-10268-1	Fresh Grill Pasta, Primavera	\$2.50	\$4.19
	10269	6-77684-10269-8	Fresh Grill Pasta, Rainbow Pasta & Tuna	\$2.50	\$4.19
	10270	6-77684-10270-4	Fresh Grill Pasta, Spinach & Baby Shells	\$2.50	\$4.19
Artisan	10274	6-77684-10274-2	Fresh Grill Artisan, Chicken Salad on Marble Rye	\$3.10	\$5.24
	10275	6-77684-10275-9	Fresh Grill Artisan, Grilled Chicken Breast on Marble Rye	\$3.10	\$5.24
	10281	6-77684-10281-0	Fresh Grill Artisan, Pomodoro Spinach on Chibatta w/ Sundried Tomato Spread	\$3.10	\$5.24
	10285	6-77684-10285-8	Fresh Grill Artisan, Tuna Salad on Oat Honey Wheat	\$3.10	\$5.24
	10286	6-77684-10286-5	Fresh Grill Artisan, Roasted Turkey on Oat Honey Wheat	\$3.10	\$5.24
	10287	6-77684-10287-2	Fresh Grill Artisan, Italian Chibatta	\$3.10	\$5.24
Salad	10022	6-77684-10022-9	Fresh Grill (F&BFY) Salad, Krab & Shrimp Louie Entrée	\$2.92	\$4.89
	10004	6-77684-10004-5	Fresh Grill (F&BFY) Salad, BBQ Chicken Entrée	\$2.92	\$4.89
	10006	6-77684-10006-9	Fresh Grill (F&BFY) Salad, Mandarin Chicken Entrée	\$2.92	\$4.89
	10007	6-77684-10007-6	Fresh Grill (F&BFY) Salad, Razzle-Berry Chicken & Berry Entrée	\$2.92	\$4.89
	10008	6-77684-10008-3	Fresh Grill (F&BFY) Salad, Classic Chicken Caesar Entrée	\$2.92	\$4.89
	10244	6-77684-10244-5	1/2 Side Salad	\$0.49	\$1.99
	10136	6-77684-10136-3	Fresh Grill Salad, Grilled Vegetable with Feta Cheese	\$2.92	\$4.89
	10141	6-77684-10141-7	Fresh Grill Salad, Garden Goodness Spinach	\$2.92	\$4.89
	10142	6-77684-10142-4	Fresh Grill Salad, Artichoke & Hearts of Palm	\$2.92	\$4.89
	10158	6-77684-10158-5	Fresh Grill (F&BFY) Salad, Sesame Ginger	\$2.92	\$4.89
	10156	6-77684-10156-1	Fresh Grill (F&BFY) Salad, Traditional Caesar	\$2.92	\$4.89
	10157	6-77684-10157-8	Fresh Grill (F&BFY) Salad, Very Berry	\$2.92	\$4.89

\* New items need 4 weeks R&D.

Full Service : Sales driver is responsible for ordering, delivering and rotating products in order to guarantee the sale to the customer.

Our product must be kept between 35 and 40 degrees

Fresh Grill, LLC liability shall be limited exclusively to replacing the purchased product (only) in question without charge. The buyer by accepting the merchandise will assume all liability for any damages which may result from its use or misuse by the buyer, its employees, or by others. The above is superseded by the laws of California.

\*\*Prices subject to change at company's sole discretion with or without notice

111 E. Garry Avenue Santa Ana, CA 92707 Ph: (714) 444-2126 Fax: (714) 434-0414

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

**PREPARED BY:** Amanda Colón, Director, Nutrition Services

**SUBJECT:** APPROVE/RATIFY CONTRACT FOR SERVICES BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOOD FROM SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY'S PIGGYBACK BID NO. 11-12-31012012-01 FOR FROZEN, GROCERY, AND CEREAL CATEGORIES

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

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

This contract for services is for a one-year term of July 1, 2012 through June 30, 2013, with four, one-year renewal periods at the option of the Board of Trustees. The renewal period may not exceed 48 months as allowed by California Education Code 17596.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Santa Clarita Valley School Food Services Agency's Bid No. 11-12-31012012-01.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify contract for services between Fullerton School District and Gold Star Foods from Santa Clarita Valley School Food Services Agency's Piggyback Bid No. 11-12-31012012-01 for Frozen, Grocery, and Cereal Categories.

SH:AC:dlh  
Attachment



## GOLD STAR FOODS

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April 4, 2012

Fullerton School District  
Amanda Colon, Director of Nutrition Services  
1401 West Valencia Drive  
Fullerton, CA 92833

Dear Amanda,

Thank you for your continued support over this school year. As you know, your district has been taking advantage of the pricing as established through the SUPER Commodity Cooperative during their annual RFP Process. Gold Star Foods has recently won the award for the Santa Clarita Valley School Food Services Agency, which is based on SUPER Commodity Cooperative pricing, for the term of five [5] years. We would like to offer to piggyback your district and extend our service as the provider of frozen, refrigerated, processed commodity, and dry products for the 2012-2013 school year. The new terms and conditions are attached for your review.

Please consider our offer carefully and respond by April 13<sup>th</sup>. If you have any questions or comments, please call me immediately at Gold Star Foods.

Upon acceptance from your district, we will respond as follows:

May 18, 2012	A copy of your new price contract will be sent to your district for review
June 15, 2012	Final approval of price contract from your district

We are proud to be your Child Nutrition Partner!

Yours sincerely,

Tiffany Riad  
Bid Manager

*SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY*

25210 Anza Drive, Santa Clarita, California 91355 \* (661) 295-1574 \* Fax (661) 295-0981

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March 28, 2012

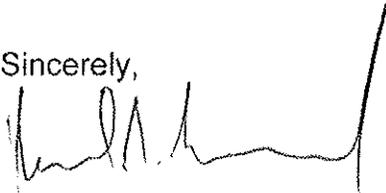
Mr. Sean Leer  
Vice President  
Gold Star Foods  
3781 E. Airport Dr.  
Ontario, CA 91761

Dear Sean,

The Santa Clarita Valley School Food Services Agency is pleased to report that our Board of Directors approved your proposal to RFP #11-12-31012012-01 for distribution of frozen foods for the 2012/2013 school year at the Agency's March 27, 2012 Board meeting.

We appreciate the working relationship we have with your company, and your willingness to work with us to provide good nutrition through the school meal programs.

Sincerely,



Pavel N. Matustik  
Chief Executive Officer

PNM/lhk

Cc: Dan Madsen

**Request for Proposal Number 11-12-31012012-01**

**Frozen Food Distribution**

**Santa Clarita Valley School Food Services Agency  
Attn.: Business Services  
25210 Anza Drive  
Valencia, CA 91355**

**Issue Date:** February 6, 2012  
**Bidder's Conference:** February 10, 2012 at 10:00 AM (Mandatory)  
**Bid Opening Date/Time:** February 21, 2012 at 2:00PM

To: The Signal Attn: Legal Notices	This legal notice is to be published on the following dates:	
Fax: (661) 254-8068 Phone: (661) 259-1234	FIRST PUBLICATION:	February 6, 2012
	SECOND PUBLICATION:	February 14, 2012

## NOTICE OF BID

Notice is hereby given that the Board of Directors for the Santa Clarita Valley School Food Services Agency, Santa Clarita, CA (Los Angeles County), will receive Proposal (**RFP 11-12-31012012-01**) for the procurement of the following:

### **Frozen Food Distribution**

Sealed bids must be delivered to the Santa Clarita Valley School Food Services Agency, Attn.: Business Services, 25210 Anza Drive, Valencia, CA 91355 no later than 2:00 PM on February 21, 2012.

Companies interested in proposing should request appropriate documents from Pavel N. Matustik at the address listed above. Mr. Matustik may be reached at (661) 295-1574 x103.

A Bidders Conference for the purpose of acquainting prospective bidders with the unique requirements of the Agency will be held on February 10, 2012 at 10:00 AM commencing in the Conference Room at the Agency office address noted above. Attendance is mandatory.

The Agency's Board of Directors reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

**Pavel N. Matustik**

Pavel N. Matustik  
Chief Executive Officer

The Santa Clarita Valley School Food Service Agency is not responsible for proposals sent via U.S. Mail, UPS, Federal Express, or by any other delivery service. All proposals are due in the Purchasing Department by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the Purchasing Department.

Santa Clarita Valley School Food Services Agency  
Attn.: Business Services  
25210 Anza Drive  
Valencia, CA 91355

DATE: February 21, 2012

SUBJECT: RFP 11-12-31012012-01

FOR: Frozen Food Distribution

RFP Opening: February 21, 2012 – 2:00 PM

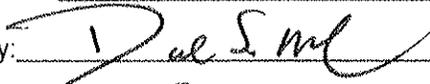
Please bid your lowest prices for the items or services on the attached specification sheets. Before bidding, please read the **Provisioning Contract, Instructions and Conditions, and Specifications** and thoroughly acquaint yourself with the project!

Submit all bids in a sealed envelope showing the Bid Number, Opening Date, and Opening Time. Bids must reach the Santa Clarita Valley School Food Services Department, Business Services at the address listed above by the time and date listed above.

If further information is desired, call Pavel N. Matustik at the Santa Clarita Valley School Food Services Agency at (661) 295-1574 x103.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. This bid is subject to a cash discount of 2.5 % / 20 days.

Bidder Name: Gold Star Foods

Signed By:  (Must Be A Written Signature!)

Title: CEO Date: 2/16/12

Complete Mailing Address: GOLD STAR FOODS  
3781 Airport Drive

Company Name: P.O. Box 4328

City: Ontario, CA 91761 Zip Code: \_\_\_\_\_

Phone Number: (909) 843-9600 Fax Number: (909) 843-9659

E-Mail Address: danmadsen@goldstarfoods.com

*Include this completed page in your bid. Faxed responses are not acceptable!*

**Santa Clarita Valley School Food Services Agency**  
**Frozen Food Distribution**  
**INSTRUCTIONS AND CONDITIONS - RFP 11-12-31012012-01**

1. **PREPARATION OF BIDS:** This Request for Proposal is for: Frozen Food Distribution. All proposals must be submitted in ink or typewritten. Both **unit price and extension** (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.
2. **ERRORS AND CORRECTIONS:** No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened, or withdrawn after the specified time period has elapsed.
3. **TESTS, SUBSTITUTIONS AND SAMPLES:** All items bid must conform to the specifications set forth in these bid documents. The Agency reserves the right to reject all bids that do not conform to the specifications. When bidding on brands or products other than those specified, the Bidder must state on the bid the brand, quality, or other recognized trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. Suitability and valuation of "equals" rests in the sole discretion of the awarding agency. Where samples are requested they must be furnished free.
4. **SALES TAX:** Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the Agency. Do not include or add Federal Excise Tax as the Agency is exempt.
5. **FAILURE TO BID:** If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.
6. **ACCEPTANCE OF PROPOSALS:** Awards may be made to multiple vendors, based on the submitted proposals. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.
7. **FAILURE TO FULFILL CONTRACT:** When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the Agency may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Directors to be to the best advantage of the Santa Clarita Valley School Food Services Agency. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Directors reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Directors, if requested.
8. **BID SIGNATURES:** All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
9. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:** The bidder hereby agrees and acknowledges that monies utilized by the Agency to purchase the items bid is public money appropriated by the State of California or acquired by the Agency from similar public sources and is subject to variation. The Agency fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
10. **REQUIRED DELIVERY DATES (RDD):** Actual delivery of the specified items shall be coordinated with the Agency or contractor designated by the Agency but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The Agency, as a matter of bid

non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Upon award of bid, Provisioner shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. Minimum quantities required in order for the Agency to place orders for needed items must be clearly indicated on the proposal forms.

11. **PAYMENT:** Prompt payment for all items may be requested after actual delivery of goods to the required destination as outlined in the conditions.
12. **HOLD HARMLESS:** The vendor shall save, defend, hold harmless and indemnify the Agency and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor. Refer also to the **Provisioning Agreement**.
13. **AWARD OF PROPOSAL:** Award of this bid shall be made by individual line item or groups of line items to the responsible bidders, (for each item or group), who is fully responsive to the terms of this solicitation. A bidder **must** deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The Agency may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.  
  
The Agency also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.
14. **WARRANTY/QUALITY:** The supplier, manufacturer, or his assigned agent shall guarantee the food products against all defects.
15. **PRICING - TERM OF CONTRACT:\*** Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of Agency and vendor for an additional four (4) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and its members.
16. **MULTI-YEAR EXTENSIONS:** Subject to the provisions of **Paragraph 15** (above), and pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to four (4) additional one (1) year increments (total potential bid life of five (5) years from Board of Directors award).
17. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS:** The Agency anticipates significant requirements for the specified products. The Agency, however, does not guarantee orders in these amounts nor shall the Agency be required to limit its orders to specific figures. **This is an indefinite-quantity bid.** Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the awarding Agency and its members at prices quoted.
18. **NEXT BEST BIDDER:** If the successful bidder withdraws its proposal or fails or refuses to execute the **Provisioning Contract** or to perform in accordance with its terms, the Agency may award the Contract to the bidder(s) with the next best proposal.
19. **NON-COLLUSION AFFIDAVIT:** Each bidder submitting a proposal shall execute and deliver a non-collusion affidavit in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.
20. **BUY AMERICA CLAUSE:** Pursuant to California Public Contract Code Section 3410, a preference to United States-grown produce and United States-processed foods will be given when economically feasible. For purposes of this section, the determination of "economically feasible" shall be made by the purchasing Agency or its designee.

21. **PIGGYBACK CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, specific school districts, local education agencies, and community college districts, as listed in this Request for Proposals, within the State of California and other listed States, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the California Public Contract Code.

The Santa Clarita Valley School Food Services Agency waives its right to require such other districts or agencies and offices to draw their warrants in the favor of the Agency as provided in said Code sections.

Piggyback option granted DM (Please initial)  
Piggyback option not granted \_\_\_\_\_

**Exclusions:**

Prompt payment discount only applicable to Santa Clarita Valley Food Services Agency, not transferable to those piggybacking.

Specifications and/or bid sheets are attached.

Service period shall be from July 1, 2012 through June 30, 2013.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**GOLD STAR FOODS**  
3781 Airport Drive  
P.O. Box 4328  
Ontario, CA 91761

**Special Conditions:**

1. The Board of Directors of SCVSFSA is asking at this time for **only firm percentage point per case.**
2. The ordered product/s is to be delivered to the Central Warehouse twice a week or on an as needed basis. Warehouse address is located at 25210 Anza Dr., Valencia, CA 91355. Estimated annual expenditure is \$1,000,000.
3. The Santa Clarita Valley School Food Services Agency (Agency) is a member of the SUPER Commodity Co-Op (Co-op), and the Co-op has contracted with numerous manufacturers for firm pricing for commodity and non-commodity FOB pricing to a distributor – the Proposal (**RFP 11-12-31012012-01**) is for deliveries only.
4. If any contractor or vendor fails to deliver any item or service, or delivers any item or service which does not conform to the specifications, the Agency may at it's sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such a manner as deemed by the Board of Directors to be in the best interest of the Santa Clarita Valley School Food Services Agency.

Additional information concerning this proposal may be obtained by contacting Ms. Della Lovercio at (661) 295-1574 extension 122.

**PROPOSAL WORKSHEET**  
**Santa Clarita Valley School Food Services Agency**  
**Frozen Food Distribution**  
**RFP NUMBER 11-12-31012012-01**

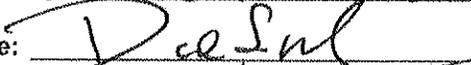
Distributor Name: Gold Star Foods

No proposals shall receive consideration by Santa Clarita Valley School Food Services Agency unless they include responses to each and every question below. Prospective Distributors are encouraged to respond in detail to each of the following questions.

1. Because the Agency has a separate contractual price agreements with manufacturers, please quote only the distributor's charge for delivery services:
  - a. Frozen:  %/cs 12
  - b. Refrigerated:  %/cs 12
  - c. Dry:  %/cs 12

} Refer to attached pricing matrix
2. Is individual site delivery within the Agency available? Yes  
Fees for individual site delivery may be in addition to the per case fees quoted in item 1.  
If yes, what is the additional price per case of this service? %/cs none
3. Outline any discount terms or payment options available: 2.5%/20
4. Are there a minimum number of cases required per each delivery or site? No  
If so, please explain: Refer to attached pricing matrix  
What is the delivery price per case if the minimum number is not reached? \$ 0
5. If the Agency has an arrangement with a manufacturer for "direct shipment", and wants to use the Distributor to do the paperwork, what will be the "paperwork charge"?  
1%
6. Will a toll free number be provided to place orders? Yes  No   
(800) 540-0215
7. Will combination refrigerated/freezer trucks be used to deliver frozen and refrigerated items at the same time? Yes  No
8. Will online ordering be available? Yes  No
9. Do you have commodity tracking available online? Yes  No
10. Please list any additional charges and/or discounts (if necessary use a separate page.)  
None

Submitted By/Title: Dan Massen / CEO

Signature: 

Date: 2/16/12



# GOLD STAR FOODS

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February 21, 2012

Santa Clarita Valley School Food Services Agency

25210 Anza Dr.

Santa Clarita, CA 91355

RE: Frozen Food Distribution. Proposal number 11-12-31012012-01

To whom it may concern:

In response to your request for a frozen food distribution proposal, Gold Star Foods would like to propose the following.

## PRICING MATRIX

**Distribution margin above landed cost of goods to the distributor.**

- **Single Drop = 12.0%**
- **Multiple Site Delivery:** average minimum drop within district is \$750 = **13.5%**

Gold Star considers the average drop for the entire district and not each individual site. We recognize some schools are smaller and a \$750 minimum would not always be feasible but assuming the entire district sustains at least an average of \$750 per frozen delivery, Gold Star would not enforce the minimum dollar threshold for those smaller locations.

There would be no additional charges if the minimums were not met. We would just work with the district to do what's in the best interest of both organizations.

Thank you for the opportunity to submit our proposal.

P.O. Box 4328, Ontario, CA 91761 • 3781 East Airport Drive, Ontario, CA 91761-1558  
909.843.9600 • Fax 909.843.9659  
[www.goldstarfoods.com](http://www.goldstarfoods.com)

REFERENCES

Please submit three current school district references requiring weekly deliveries to at least 25 locations.

1. Name of School District: Los Angeles Unified School District  
Contact Person/Title: David Binkle  
Telephone Number: (213) 241-1765  
Required Number of Deliveries: 1120/week
  
2. Name of School District: Riverside Unified School District  
Contact Person/Title: Rodney Taylor  
Telephone Number: (951) 352-6740  
Required Number of Deliveries: 51
  
3. Name of School District: Hacienda-La Puente USD  
Contact Person/Title: Emmalyn Coles  
Telephone Number: (626) 933-3900  
Required Number of Deliveries: 68

## EXHIBIT A

### PROVISIONING CONTRACT (Frozen Food Products RFP 11-12-31012012-01)

THIS PROVISIONING CONTRACT (this "Contract") is made and entered into as of this 1st day of July, 2012, by and between Gold Star Foods ("Provisioner"), and the **Santa Clarita Valley School Food Services Agency** (the "Agency").

### RECITALS

- A. The Agency has solicited proposals for the provision of Frozen Food Products via a Request for Proposal Number **11-12-31012012-01** (the "RFP"), whereby the Agency may agree to purchase specified products for the Agency's use from the successful bidder(s).
- B. Provisioner are the successful bidders under such request for proposal, and the Agency and Provisioner hereby desire to set forth their agreement with respect to the sale to the Agency, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the Agency hereby agree as follows:

1. **Provision of Products.** Provisioner shall provide to the Agency, from time to time as ordered by the Agency or Districts or their successor or assign (the "**Agency/District Contact Person**") in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.
2. **Delivery of Products.** The Agency Contact Person shall order Products from time to time by delivery to Provisioner of a Purchase Order. Provisioner shall deliver Products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to Agency' warehouse. The Distributor hereby agrees that the minimum delivery time required for the delivery of any Products is fourteen (14) days, and the Distributor shall not deliver any Purchase Order requiring delivery of Products within less than

fourteen (14) days after the delivery of such Purchase Order to Provisioner.

3. **Price.** The price shall be per case and per unit to the third decimal point. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry.

4. **Term of Contract.** Minimum contract term is one (1) year starting July 1, 2012. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of Agency and vendor for an additional four (4) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges).. In the event of a general price decrease the Agency reserves the right to revoke the bid award unless the decrease is passed on to the Agency and it members.

5. **Insurance.**

(a) Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

(i) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$5,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;

(ii) Workers' Compensation Insurance in such amounts as may be required by law; and

(iii) Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

- (b) Provisioner shall furnish to the Agency certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the Agency's board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

"This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the Agency. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the Agency with respect to the matters covered by such policy shall be excess and non-contributing."

- (c) The certificates of insurance and insurance policies required under this Contract shall name the Agency indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the Agency within the time period provided in subsection (b) above, the Agency may declare the Contract unexecuted and void. The Agency reserves the right to require complete certified copies of the required insurance policies.

- (d) The insurance companies providing the insurance required under this Contract shall be subject to the Agency's prior written approval, which shall not be unreasonably withheld.

- (e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the Agency may, but shall not be obligated to, upon five (5) days' written notice to

GOLD STAR FOODS  
3781 Airport Drive  
P.O. Box 4328  
Ontario, CA 91761  
FEB 21 2012

Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the Agency hereunder shall bear interest from the date expended until repaid to the Agency at the rate of ten percent (10%) per annum.

6. **Indemnification.** Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the Agency) the Agency, the Districts, their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner's conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

7. **Default Remedies.** The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a "Default" of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the Agency to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the Agency may, without prejudice to any other right or remedy of the Agency, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the Agency may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all

additional costs and expenses incurred by the Agency or the Districts to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

8. **Provisions Required by Law.** Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

9. **Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

10. **Assignment.** Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the Agency, which may be granted or withheld in the Agency's sole and absolute discretion.

11. **Notices.** All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business

day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the Agency is authorized or required by law to be closed.

**12. Attorneys' Fees.** In the event of any dispute between the Agency, Districts, and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

**13. Waiver.** No action or failure to act by the Agency or any Agency or District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

**14. Entire Agreement: Amendments.** This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the above-named parties, on the day and year first above written.

**AGENCY:**

**Santa Clarita Valley School Food  
Services Agency**

By: [Signature]  
Its (Title): CEO  
Mr. Pavel N. Matustik

**Address:**

**Santa Clarita Valley School Food  
Services Agency**  
Attn.: Business Services  
25210 Anza Drive  
Valencia, CA 91355

Phone No.: (661) 295-1574  
FAX No.: (661) 295-0981

**PROVISIONER:**

By: [Signature]  
Its (Title): CEO

**Address:**

GOLD STAR FOODS  
3781 Airport Drive  
P.O. Box 4328  
Ontario, CA 91761

Phone No.: (909) 843-9600  
FAX No.: (909) 843-9659

**Authorized Officers  
Or Agents  
(CORPORATE SEAL)**

**NONCOLLUSION AFFIDAVIT TO BE  
EXECUTED BY BIDDER AND SUBMITTED WITH BID**

  Dan Madsen  , being first duly sworn, deposes and says that ~~he or she~~ is   CEO   of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, indirectly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  2/16/12    
(Date)

  Dan Madsen    
(Signature)

**RFP 11-12-31012012-01**

This form must be completed and submitted with your bid package.

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

**PREPARED BY:** Amanda Colón, Director, Nutrition Services

**SUBJECT:** **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JAMBA JUICE COMPANY FOR THE 2012/2013 SCHOOL YEAR**

Background: Nutrition Services began serving 12-ounce fruit smoothies provided by Jamba Juice Company late in the 2009/2010 school year at selected junior high school sites. Jamba Juice fruit smoothies meet or exceed the requirements set forth by the National School Breakfast Program and the National School Lunch Program, and Jamba Juice is a reputable company. Jamba Juice fruit smoothies are served at all Fullerton School District school/junior high school sites.

Rationale: Students began enjoying Jamba Juice smoothies and continued to purchase them on a regular basis. These fruit smoothies combine real, whole fruit, and 100% fruit juices. By offering these wholesome fruit smoothies, Nutrition Services promotes the concept of healthy foods as set forth in the "Healthy Food Guidelines Resource Guide" published by the District on June 19, 2008, and complies with Board Policy Number 5030 (Student Wellness) adopted on November 28, 2006. Smoothies are sold as an a la carte item to 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade students at the middle school/junior high school and K-8 school sites.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify agreement between Fullerton School District and Jamba Juice Company for the 2012/2013 school year.

SH:AC:dlh  
Attachment

## AGREEMENT

THIS AGREEMENT, dated the 15<sup>th</sup> day of May, 2012, in the County of Orange, State of California, is by and between **Fullerton School District**, (hereinafter referred to as "DISTRICT"), and Jawda Juice Company, (hereinafter referred to as "SUPPLIER").

The DISTRICT and the SUPPLIER, for the consideration stated herein, agree as follows:

1. BIDDER agrees to comply with all the terms and conditions set forth in the bid documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Cover Sheet, Evidence of Responsibility, Disclosure of Lobbying Activities, Suspension and Debarment Certification, Designation of Subcontractors, Information Required of Bidder, Non-collusion Affidavit, Workers' Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, General Conditions, Special Provisions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. BIDDER shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The BIDDER shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.
3. DISTRICT shall pay to the BIDDER, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, the sum of As Set out in Ex A Dollars (\$          ). attached hereto.
4. The term of this Agreement shall be for the period of August 1, 2012 through July 30, 2013. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three (3) years. In the event that parties involved consent to contract time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the DISTRICT. All proposed price increases shall require the submission by the vendor of the manufacturer's national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

5. **Time is of the essence.**

6. Termination for Convenience. The DISTRICT shall have discretion to terminate this Agreement at any time and require BIDDER to cease all work under this Agreement by providing BIDDER thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, BIDDER shall:

- (i) Cease operations as it applies to the DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for a DISTRICT'S convenience, BIDDER shall be entitled to receive payment from that DISTRICT for product(s) satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

Termination for Cause or Non-Appropriation. In the event BIDDER defaults in the performance of the Agreement as set forth in General Conditions Section 22(a) or, if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Section 22(b), then this Agreement shall terminate or be suspended as set forth in General Conditions Section 22.

7. The BIDDER agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the BIDDER or any person, firm or corporation employed by the BIDDER, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- (b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the BIDDER, or any person, firm, or corporation employed by the BIDDER, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the

negligence or willful misconduct of anyone employed by the BIDDER, either directly or by independent contract.

The BIDDER, at BIDDER'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. BIDDER shall, at BIDDER's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until expiration of this Agreement, a policy or policies of insurance covering BIDDER's services, and furnish to DISTRICT a certificate of insurance evidencing all coverages and endorsements required hereunder. SUPPLIER shall require all subcontractors, if any, to take out and maintain the same insurance coverages set forth below.

Comprehensive General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$ 2,000,000.00</u>  <u>\$ 2,000,000.00</u>
Broad Form Property Damage Insurance in an amount not less than	<u>\$ 2,000,000.00</u>
Contractual Liability Insurance in an amount not less than	<u>\$ 2,000,000.00</u>
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than	<u>\$ 2,000,000.00</u>
Product & Completed Operations Liability	<u>\$ 2,000,000.00</u>
Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	

An endorsement to said policy(s)  
naming DISTRICT as additional  
insureds while rendering services  
under this Agreement

Thirty (30) days written notice to DISTRICT of cancellation or reduction in coverage.

9. If BIDDER is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that Vicki Reduser, whose title is VP, Legal, is authorized to act for and bind the corporation.
10. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.
11. The BIDDER shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the BIDDER shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the BIDDER, and to its purported assignee or transferee.
12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
  - (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
  - (2) If notice is given to BIDDER, by personal delivery thereof to said, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said BIDDER at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;
13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application

of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary, and what is called for by any one shall be as binding as if called for by all. BIDDER warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any State or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The BIDDER shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT'S rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT. This Agreement shall be governed by the laws of the State of California.
15. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT  
Fullerton School District

BIDDER

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

By: *Vicki Pedersen*  
Signature

\_\_\_\_\_  
Print Name

*Vicki Pedersen*  
Print Name

\_\_\_\_\_  
Title

*JP, Legal*  
Title

\_\_\_\_\_  
SUPPLIER's License No.

*77-0283092*  
Tax ID No.

(CORPORATE SEAL OF SUPPLIER,  
if corporation)

EXHIBIT A  
PRODUCTS AND SCHOOLS

**2012 – 2013 School Year**

PRODUCTS: All Fruit Smoothies in the following flavors:

Mega Mango  
Strawberry Whirl  
Peach Perfection  
Pomegranate Paradise  
Five Fruit Frenzy  
Twelve ounces \$2.00 per smoothie

***Minimum Deliveries Per Week: 1***

***Minimum order Per Delivery: 45***

***\*Number may be increased by school/district rep but not decreased without Jamba Sales Approval***

**Schools and Addresses:**

Parks Junior High  
1710 Rosecrans Ave,  
Fullerton CA 92833 Julie Boden 714-447-7785  
Delivery Between 7-9am  
(Put in Freezer)

Ladera Vista Junior High  
1700 E Wilshire Ave  
Fullerton CA 92831  
Melody Reynolds 714-447-7765  
Delivery Between 7-9am  
(Put in Freezer)

Beechwood School  
780 Beechwood Ave.  
Fullerton CA 92835  
Pam Adams 714-447-2850  
Delivery Between 7-9am  
(Put in Freezer)

Nicolas Junior High  
1100 West Olive Ave  
Fullerton CA 92833  
Leticia Hernandez 714-447-7775  
Delivery Between 7-9am  
(Put in Freezer)

Fisler School  
1350 Starbuck Dr.  
Fullerton CA 92833  
Jennie  
Perez 714-447-7890  
Delivery Between 7-9am

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

**PREPARED BY:** Amanda Colón, Director, Nutrition Services

**SUBJECT:** APPROVE/RATIFY RENEWAL OF CONTRACTS WITH GOLD STAR FOODS (GROCERY), U S FOODSERVICE (CEREAL), HOLLANDIA DAIRY (DAIRY), ASR FOOD DISTRIBUTORS, INC. (PRODUCE), GOLD STAR FOODS, TEAM DISTRIBUTIONS, INC., P&R PAPER SUPPLY CO., FLAVORSEAL, LLC, AND U S FOODSERVICE (PAPER AND SUPPLIES), GOLD STAR FOODS, A&R WHOLESALE DISTRIBUTORS, INC., AND U S FOODSERVICE (SNACKS DELIVERED TO THE WAREHOUSE), A&R WHOLESALE DISTRIBUTORS, INC. (SNACKS DELIVERED TO FIVE SCHOOL SITES), AND SOUTHERN CALIFORNIA PIZZA COMPANY (PIZZA DELIVERY) FOR THE 2012/2013 SCHOOL YEAR

Background: Nutrition Services has received excellent products, services, prices, and customer support from vendors listed in the subject line above. These vendors responded with the best prices and have proven to be reliable. Staff has been assured consistent pricing and continued customer service quality will be provided by these companies in the 2012/2013 school year. All food and dairy items meet or exceed School Breakfast and National School Lunch Program guidelines. Each contract is awarded for the first year and is eligible for renewal yearly for an additional two years. Bids, agreements, and award summary are available for review in the Superintendent's Office.

Rationale: Food products, dairy products, cleaning/sanitation supplies, and services are necessary elements to the Nutrition Services Department for operation of the School Breakfast Program and National School Lunch Program.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify renewal of contracts with Gold Star Foods (Grocery), U S Foodservice (Cereal), Hollandia Dairy (Dairy), ASR Food Distributors, Inc. (Produce), Gold Star Foods, Team Distributions, Inc., P&R Paper Supply Co., Flavorseal, LLC, and U S Foodservice (Paper and Supplies), Gold Star Foods, A&R Wholesale Distributors, Inc., and U S Foodservice (Snacks delivered to the Warehouse), A&R Wholesale Distributors, Inc. (Snacks delivered to five school sites), and Southern California Pizza Company (Pizza Delivery) for the 2012/2013 school year.

SH:AC:dlh

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** **AWARD RFP: 2011/2012.02, REQUEST FOR PROPOSALS, DISPOSAL OF SURPLUS INSTRUCTIONAL MATERIALS, TO INDEPENDENT BOOK BUYING SERVICES, LLC**

Background: Over a period of time, the District accumulates surplus or undistributed obsolete textbooks and instructional materials. We currently have over seventeen pallets of disposable surplus instructional materials. Education Code Section 60510, as amended, states that the governing board of a school district may dispose of surplus or undistributed obsolete instructional materials in its possession that are usable for educational purposes in various ways, including by sale. The Purchasing Department prepared a Request for Proposals (RFP) and submitted it to various vendors who have the capability to handle the disposal and sale of surplus instructional materials. Two proposals were received. After evaluation committee review of each proposal, it was determined that the proposal submitted by Independent Book Buying Services, LLC, was in the District's best overall interest to accept. The term of this agreement will be one year. The District may, at its sole discretion, extend the agreement for up to four additional one-year periods.

Rationale: Routine removal of undistributed obsolete textbooks and instructional materials is required to free up warehouse storage space for new incoming instructional materials. Disposal by sale may also result in monetary proceeds, which can be used for acquisition of basic instructional materials, supplemental instructional materials, or technology-based materials.

Funding: Not applicable.

Recommendation: Award RFP: 2011/2012.02, Request for Proposals, Disposal of Surplus Instructional Materials, to Independent Book Buying Services, LLC.

SH:RM

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** RENEW CONTRACT FOR BID NO. FSD-11-12-PUR 1, INSTALLATION OF EPSON BRIGHTLINK INTERACTIVE PROJECTOR SYSTEMS WITH DIGITAL NETWORKS GROUP INC., FOR INSTALLATIONS DURING THE 2012/2013 FISCAL YEAR

Background: In June of 2011 the Board of Trustees awarded the subject contract to Digital Networks Group, Inc., for Epson projector system installations. The award was for one year with any renewal at the sole discretion of the Board of Trustees. The Purchasing Department has confirmation from Digital Networks Group, Inc., that they will maintain the current installation cost of \$1,105.00 per system for fiscal year 2012/ 2013. The fixed price of installation for the second straight year will help to preserve school site and District department funds as applicable.

School sites have continued to order projector systems to advance technology in classrooms as a part of the mission for advancement of twenty-first century learning in the Fullerton School District.

Rationale: EPSON Projector Systems can be installed in school site classrooms and other District locations to supplement the educational and training goals of the District.

Funding: Multiple funding sources may be used.

Recommendation: Renew contract for Bid No. FSD-11-12-Pur 1, Installation of Epson Brightlink interactive projector systems with Digital Networks Group, Inc., for installations during the 2012/2013 fiscal year.

SH:RM

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Laura Rydell, Director, Student Support Services  
**SUBJECT:** **APPROVE 2012-2015 SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARADIGM HEALTHCARE SERVICES FOR MEDI-CAL AND MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) BILLING CLAIMS EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015**

Background: Paradigm has provided the billing services for the District in filing our Local Education Agency (LEA) Medi-Cal billing claims and documentation required by the Orange County Department of Education, who serves as the Local Education Consortium (LEC) for our Medi-Cal Administrative Activities (MAA) billing. This includes the required Cost and Reimbursement Comparison Schedule (CRCS) provided by Paradigm for the District.

Rationale: This agreement is for a three-year period for billing services. Paradigm receives a percentage of the District gross reimbursement as payment for their services rendered.

Funding: The LEA Billing Services fees for claims submitted by Paradigm will be a percentage of the gross reimbursement amount earned for each Fiscal Year in the areas of LEA, MAA, and CRCS Services.

Recommendation: Approve 2012-2015 Service Agreement between Fullerton School District and Paradigm Healthcare Services for Medi-Cal and Medi-Cal Administrative Activities (MAA) Billing Claims effective July 1, 2012 through June 30, 2015.

JM:LR:vh  
Attachment



## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1<sup>st</sup> day of July 2012 between Paradigm HealthCare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Fullerton Elementary School District, a Local Education Agency (“**Client**”).

### RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

### TERMS

#### 1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

#### 2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2015 (“Initial Term”). Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

#### 3. *Paradigm LEA Billing Services.*

##### a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish

Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s), and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

**c. Claims Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions and holds, as reported by DHCS, and make best efforts to resolve any challenged Client reimbursement claim.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

**e. Coordination with Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be

available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible via toll-free phone and email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the Online Paradigm Technologies Student Health Network™. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### **4. Client's LEA Billing Service Obligations.**

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from Client's computer systems or from the computer systems of the individual schools that Client comprises.

#### **5. Paradigm CRCS Services.**

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the Term of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### **6. Client's CRCS Obligations.**

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

#### **7. Paradigm MAA Billing Services.**

##### **a. Program Implementation Services.**

(1) Paradigm will assist Client with the development and submission to the Lead County or Regional Agency (as defined by the DHCS, such as a Local Government Agency or Local Education Consortium) of an MAA Operational Plan encompassing each claiming unit (e.g., Nursing, Healthy Start) in accordance with the DHCS MAA Operational Plan instructions. Client will have final authority to approve such MAA Operational Plan prepared by Paradigm before submission to the Lead County or Regional Agency.

(2) Paradigm will work with Client to assess program potential, establish an optimized claim plan, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

**b. Training and Materials.**

(1) Paradigm will provide training to Client's program coordinator(s) as part of the initial contract implementation. Training will include the following subject areas: DHCS audit requirements for Client's MAA program; all necessary information and procedures for submitting MAA time surveys to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide key personnel, who have been mutually agreed upon by Paradigm and Client, with the appropriate training, knowledge and skill to adequately complete time surveys and understand program activity codes. Paradigm will also make available a web-based "virtual training" for time survey participants that can be accessed at any time.

(3) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the MAA program.

**c. MAA Invoice Preparation and Submission.**

(1) **Eligibility.** Upon the commencement of MAA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.

(2) **Time Survey Review and Correction.** Paradigm will review all Client's submitted time surveys for compliance with DHCS school-based MAA directives, and will prepare a quarterly "Corrections Report" containing suggested changes to facilitate compliance with DHCS school-based MAA directives.

(3) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all invoice data it collects and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(4) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(5) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, State and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

**d. Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports using participant, site, and/or MAA participation parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

**e. Coordination with the Client.**

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly “Bulletins” will be provided to Client’s coordinator(s) to ensure timely communication about program changes and updates to Paradigm’s systems and processes.

(2) **Support.** Paradigm will provide a “Client Care Center” available for the use of Client’s program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm’s web-based software, accessible via toll-free phone and email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

**f. Paradigm Technologies.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client’s option, the online Paradigm Technologies, MAA Gateway™ time survey management system. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm’s website.

**8. *Client’s MAA Obligations.***

**a. Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm’s services, and coordinate with Client’s individual program participants.

**b. MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

**c. Training.** Client will ensure that appropriate personnel attend training and are trained to complete the time survey in accordance with DHCS school-based MAA directives.

**d. DHCS Required Time Survey.** Client will submit to Paradigm each quarterly time survey that is required by DHCS for each participant. All time surveys will be submitted to Paradigm no later than thirty (30) days after the time survey period was completed. Client will take reasonable actions to facilitate the changes as identified on Paradigm’s MAA “Corrections Report,” supplied to Client no less frequently than on a quarterly basis.

**e. Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client’s direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

**f. MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

**g. Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

**h. Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from Client's computer systems or from the computer systems of the individual schools Client comprises.

**i. Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

**j. Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

#### **9. *Additional Client Obligations.***

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

#### **10. *Fees and Payment Terms.***

**a. Fees for LEA Services.** The LEA Billing Services fee for claims submitted by Paradigm or originating during the Term of the Agreement will be equal to a sliding scale percentage of the gross amount paid to Client by DHCS (without including DHCS administrative deductions or holdbacks) ("DHCS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to Client according to the following schedule:

15% of gross amounts paid to Client, up to \$500,000

12% of gross amounts paid to Client, from \$500,000 to \$1,000,000

10% of gross amounts paid to Client, above \$1 million

For purposes of computing the DHCS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by Client, regardless when the claim originates or is submitted to DHCS for payment. Nothing in this Paragraph shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on payment received by Client from DHCS.

**b. Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net

Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

**c. Fees for MAA Billing Services.** The MAA Billing Services fee applicable to each fiscal quarter during the Term of the Agreement will be equal to \$125 multiplied by the sum of: (i) the number of Time Survey participants claimed on Client's MAA Invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

*Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Any deviation from this fee arrangement may prevent Client from recovering these fees through the MAA reimbursement process.*

**d. Late Fees.** Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

**e. Substitution of Alternative Fee Terms.** In the event that any of the foregoing fee arrangements or any part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, Paradigm may, in its sole discretion, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

## **11. Protection of Confidential Information.**

**a. Definition.** "Confidential Information" shall mean all information disclosed by either party to the other that, at the time of first disclosure: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Client Confidential information shall include without limitation all Client student healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm's Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

**b. Protection of Confidential Information.** Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party's obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

c. **Retention of Confidential Information.** Client authorizes Paradigm in its discretion to dispose of service documentation (including but not limited to paper-based documentation such as provider logs) in a manner that preserves the confidentiality of such documentation provided that no documentation of Medi-Cal eligible services shall be discarded earlier than three years after the service date and no documentation of services that are not Medi-Cal eligible shall be discarded earlier than one (1) year after the service date.

d. **Direct Control By Client.** The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's practices with respect to confidential student information comply with FERPA requirements and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement.

e. **Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

f. **Continuing Obligations.** The obligations contained in this Paragraph shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

## ***12. Accuracy of Information.***

a. **Client Efforts.** Client shall use its best efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

### **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

### **13. *Limitation of Liability.***

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the six (6) month period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

### **14. *Licenses and Permits.***

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the term and all renewal terms of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

### **15. *Indemnification.***

**a. Client's Indemnification Obligations.** Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) arising from Client's actions relating to this Services Agreement or any request for reimbursement submitted by Paradigm on behalf of Client under this Services Agreement including without limitation: (i) breach of any provisions of this Services Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph.

**b. Paradigm's Indemnification Obligations.** Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all claims, demands, losses, obligations, proceedings, debts, damages, causes of action, liability, costs and expenses (including reasonable attorneys' fees and costs), to the extent such claims arise from Paradigm's gross negligence or intentional misconduct in the course of performing the Services.

c. The indemnification rights set forth in this paragraph are conditional on the following: (i) the party seeking indemnification (each an “**Indemnified Party**”) shall provide prompt written notice of any claim as to which indemnification is sought to the party from whom indemnification is sought (the **Indemnifying Party**”), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such claim with counsel of its own selection at its own expense.

## **16. Termination.**

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.** Subject to the limitation in Sub-paragraph c of this Paragraph, the parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

c. **Limit on CRCS Termination Without Cause.** Unless either party terminates Paradigm’s performance of CRCS services upon written notice sent no later than 60 days prior to the end of a Fiscal Year for which the CRCS services apply, Paradigm will commence performance of such services and Client will be obligated to pay the full annual CRCS fee.

d. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by Client during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees Client owes to Paradigm shall immediately become due and payable; and (3) Client shall, upon request, return or destroy, at Paradigm’s option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

e. **Survival of Terms.** All provisions of this Agreement which by their express terms extend beyond expiration or termination or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: “Protection of Confidential Information,” “Limitation of Liability,” “Indemnification,” “Termination,” “Paradigm Proprietary Rights,” and “Miscellaneous.”

## **17. Paradigm Proprietary Rights.**

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm’s Confidential Information (as defined

above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of the Services shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

## 18. *Miscellaneous.*

- a. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.
- b. Relationship.** It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- c. Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- d. Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- e. Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by AAA from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- f. Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

**g. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

**h. Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing signed by all parties.

**i. Assignment.** Client shall not assign or transfer this Agreement without the consent of Paradigm, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

**j. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

**k. Counterparts.** This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 3/27/12

Address:

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Fax: (415) 616-0910

**CLIENT:**

FULLERTON ELEMENTARY SCHOOL DISTRICT  
UNIFIED SCHOOL DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: ( ) -

Fax: ( ) -

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JEREMY BATES OF REVOLUTION SPEAK TO PROVIDE STUDENT DEVELOPMENT TRAINING FOR THE BOYS' AND GIRLS' CONFERENCES AT NICOLAS JUNIOR HIGH SCHOOL ON AUGUST 30 AND 31, 2012**

Background: Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence.

Last year, the Boys' and Girls' Conferences were a huge success. The attendance at both conferences was 98-100%. The young boys and girls that participated in the conferences were inspired by the presentations given by Mr. Bates. The students were given the opportunity to realize and reinforce personal strengths to offset harmful peer pressure.

Rationale: Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.

Funding: Cost is not to exceed \$2,850.00 and is to be paid from Nicolas Junior High School's Title I funds (#212).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on August 30 and 31, 2012.

JM:MB:nm  
Attachment

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **Jeremy Bates (owner), Revolution Speak** hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

**Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence.**

**Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.**

2. Term. Contractor shall commence providing services under this Agreement on **August 30 and August 31, 2012 for a total of 10 hours (5 hours each conference)**, and will diligently perform as required and complete performance by **August 31, 2012**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **two thousand eight hundred and fifty dollars (\$2,850.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts

and/or omissions of his/her employees as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.
- d. Workers' Compensation as required by California State law.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
**Jeremy Bates:Revolution Speak**  
**600 Highland Dr**  
**Los Osos, CA 93402**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 5<sup>th</sup> DAY OF JUNE 2012.

Fullerton School District

By:

\_\_\_\_\_  
Mitch Hovey, Ed.D., Superintendent

\_\_\_\_\_  
Jeremy Bates: Revolution Speak

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeremy Bates, Owner

\_\_\_\_\_  
On File

\_\_\_\_\_  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

**PREPARED BY:** Laura Rydell, Director, Student Support Services

**SUBJECT:** **APPROVE 2012-2015 MEMORANDUM OF UNDERSTANDING (MOU) AND AGREEMENT FOR THE PROVISION OF SPECIAL EDUCATION SERVICES BETWEEN FULLERTON SCHOOL DISTRICT, BUENA PARK SCHOOL DISTRICT, LA HABRA CITY SCHOOL DISTRICT, AND LOWELL JOINT SCHOOL DISTRICT**

Background: The Fullerton School District provides the Regionalized Program for the moderate/severe population in the North Orange County SELPA. Students with moderate/severe disabilities are sent to the Fullerton School District from the feeder school districts of La Habra, Buena Park, and Lowell Joint School District when students residing in these districts have educational needs that are severe in nature and the home district does not have an appropriate program to meet the educational needs of these students. Based upon the costs of the programs, each district is required to sign the MOU outlining the program's excess costs and the manner in which those costs are to be distributed to those districts placing students in the Regionalized Program provided by the Fullerton School District.

Rationale: Throughout the State of California, special education programs are organized into separate SELPAs and within the county, SELPA regionalized programs have been established. This structure was implemented years ago due to the fact that smaller districts did not have the numbers of students necessary to have their own programs. Based upon the need for regionalized programs, a Memorandum of Understanding (MOU) is necessary to outline the program and any excess costs that are associated with the utilization of the Fullerton School District program for the severely disabled population by other districts.

Funding: Participating districts fund the excess cost amount for each student placed in the Fullerton School District program (no cost to the District).

Recommendation: Approve 2012-2015 Memorandum of Understanding (MOU) and Agreement for the Provision of Special Education Services Between Fullerton School District, Buena Park School District, La Habra City School District, and Lowell Joint School District.

JM:LR:vh  
Attachment

**North Orange County  
Special Education Local Plan Area  
Local Education Agency  
*Memorandum of Understanding and Agreement  
for the Provision of Special Education Services***

WHEREAS, California Education Code section 56195 et seq. authorizes school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (“SELPA”) and by developing Local Plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the Local Plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, California Education Code section 56195.5 authorizes school districts and SELPAs to enter into agreements between and among SELPA member school districts to provide for the education of special education students who may reside in other districts within a multi-district SELPA.

Now, therefore, it is hereby agreed by and between all member school districts of the NOC SELPA and by the NOCSELPA as follows:

1. Purpose

The purpose of this Memorandum of Understanding and Agreement for the Provision of Special Education Services (the “MOU”) is to address the enrollment, funding, costs and billing of special education programs and services for students with moderate to severe disabilities and/or special needs by one or more NOC SELPA member school district(s) (the “Provider District” or “Providing District”) on behalf of one or more of the NOCSELPA member districts or districts outside of the NOC SELPA with such special needs students (the “Sender District” or “Sending District”).

2. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may, in its discretion and subject to reimbursement agreements as to costs incurred, provide for the education of individual students in special education programs who reside in the Sending District(s). Education Code Section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

3. Term of Agreement

This Agreement is effective for the period beginning July 1, 2012 through June 30, 2015 .

4. Scope

The Provider District will, consistent with Section 2, provide, maintain and operate a special education program and services for students attending NOC SELPA member school district schools with moderate to severe disabilities and/or exceptional needs (the “Provider Special Education Program”). Eligible students may be referred by the Sending District’s Individual Education Program (“IEP”) Team when it is jointly determined by the Sending District and the Provider District that the student’s educational needs as specified in the student’s IEP can be appropriately met by the Provider Special Education Program. Local education agencies that are not members of the NOCSELPA may enroll students in the Provider Special Education Program, though priority and preference is to be provided by the Provider District to students from NOCSELPA Sender Districts.

Students from the Sending District will and may be limited during the applicable school year based on the administrative parameters established by the Provider District at the Provider District’s sole discretion. Class size ranges and student-teacher ratios shall be determined and maintained at the sole discretion of the Provider District and in a manner that allows the Provider District to meet the programmatic, health and safety needs of the students enrolled in the Provider Special Education Program. Any Sender District agrees to accept and waive any objections to the administrative parameters, class size ranges and student-teacher ratios as determined to be appropriate by the Provider District.

The Provider District shall not be required to accept students unless the anticipated costs or additional costs to be incurred by the Provider District are addressed in advance with the Sender District and agreed by the Sender District to be covered to the satisfaction of the Provider District.

5. Annual and Triennial Reviews

For initial placement, triennial review, or a change in services specified on the current IEP of a Sending District’s student enrolled or to be enrolled in the Providing District’s Special Education program, the Sending District must provide to the Provider District a representative authorized to approve the allocation of specified resources of the Sending District resources necessary for the implementation of their student(s)’ IEP(s) to attend the IEP Team meeting, and assure access to and availability of that representative throughout the course of services by the Provider District.

The Sending District shall thereafter be notified by the Providing District of the annual reviews of their student(s)’ IEP via certified mail or confidential email and shall provide a representative to participate in the Providing District’s IEP Team’s review, development and amendment of the IEP for each of the Sending District’s student(s) enrolled in the Providing District’s Special Education program. If the Sending District chooses not to send a representative to participate in an annual review by the Providing District’s IEP Team after receiving notice from the Providing District, the Providing District’s IEP Team shall obtain written permission from the Sending District and amend

the IEP of the Sending District's student in order to meet the educational, health and safety needs of the Sending District's student. The Sending District shall continue to be responsible for all services provided by non-public agencies. As provided by state and federal law and regulations, the Sending District shall monitor and participate in their students' educational program under the Provider Special Education Program.

In the event that special education placement of a student is at issue between the Provider District and the Sending District, the Sending and Provider District shall collaborate to provide ongoing educational services to the Sending District's student so as to minimize the potential of an adverse impact to the student's education.

6. Student Count/Enrollment

A count of the number of students enrolled in the Provider Special Education Program shall be taken by the Providing District on the fifteenth day of each calendar month of the academic year, which runs from July 1 to June 30 of the following year. A student shall be counted by the Providing District as "enrolled" for the entire month and will be billed accordingly if they are enrolled on the fifteenth day of the month.

Pupils continuing in the Provider Special Education Program from the previous academic year shall be counted as "enrolled" in the Provider Special Education Program on the first school day of the academic year unless written notification of withdrawal is received by the Providing District from either the parent/guardian of the student or the Providing District. If a continuing student has not attended the Provider Special Education Program by the fifth (5th) school day of the first school month, the Provider District shall notify the Sending District of the student's absence and a determination shall be made between the Providing District Special Education Administrator and Sending District Special Education Administrator regarding the continued enrollment of that student in the Provider Special Education Program.

7. Definitions

- a. "Provider Special Education Program" are the special education classes and support services operated by the Provider District as a member local education agency and member of the NOC SELPA.
- b. "Special Education Program Income" shall be defined as the sum of all marginal State and Federal funds generated by or on behalf of students enrolled in the Provider Special Education Program.
- c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor, which includes Support Costs and Indirect Costs, attributable to the Provider Special Education Program, as delineated in the approved billing model appended and incorporated by reference as part of this MOU. This allocation and the allocation factor shall be at the sole discretion of the Providing District.

- d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the Provider Special Education Program divided by the Average Number of Students enrolled in the Provider Special Education Program during the academic year.
- e. "Average Number of Students" shall refer to the total of the number of students counted on the fifteenth (15th) school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding/Billing

In consideration of the enrollment of a Sending District's student(s) in the Provider Special Education Program operated by the Provider District, the Sending District transferring students to the Provider Special Education Program agrees to pay and shall pay the Provider District for Special Education Programs and related services rendered on a per pupil basis as follows:

- a. The Providing District will bill the Sending District for each child from the Sending District who was enrolled in the SH Program on the 15th of the month, with payment due from the Sending District to the Providing District within thirty (30) days of receipt. The form of the bill will be in accordance with the appended approved billing model. A quarterly billing will be sent based upon an estimate of the final bill as follows: September, October and November will be billed by December 31. December, January and February will be billed by March 31st. March and April will be billed by May 31st. May and June will be billed by October 15th based upon the previous financial years audited actuals. The Sending District will thus need to accrue for at least two month's invoices at year-end.

A final accounting, accompanied by completed forms and invoices with all supporting documentation will be sent by the Provider District to the Sending District by October 15 of the ensuing academic year. Any corrections to the costs resulting from adjustments to income or expenditure calculation for a prior year billed by the Provider District related to the Provider Special Education Program, shall be credited or billed to the Sending District affected by the correction or adjustments.

- b. Special Circumstance Aide - If the Provider District believes that a moderate/severe or special needs student may need additional support to receive educational benefit from participation in the Provider District program, the Sending District will be notified in writing of the need for a Special Circumstance Aide Evaluation. The Sending District, within sixty (60) days of receipt of the notice, shall request that the Provider District complete this evaluation or the Sending District may have the option to perform the evaluation. Based upon the outcome of this evaluation, the IEP Team, with representation from the Sending

District present, may determine that additional personnel is needed for the student to benefit from his/her educational placement within the Provider District program. This must be documented within the student's IEP. A Special Circumstance Addendum must be mutually agreed upon by the IEP Team and signed off for approval by the Sending District and the Provider District. The Sending District shall be responsible for the total cost of the additional personnel as specified in the student's IEP.

- c. The following documents shall be used as a basis for all Provider Special Education costs and figures reported by the Provider District, and shall constitute sufficient supporting documentation from the Providing District in compliance with Section 8(a):

- Monthly Pupil Count
- Average Daily Attendance Calculation
- Program Cost Report
- Program Summary Report
- In-House Accounting Reports

- d. Income and expenditures shall be listed in accordance with the most recent California School Accounting Manual Standardized Account Code Structure for Special Education.
- e. Any dispute as to a Provider District's invoice by a Sending District must be submitted in writing to the Provider District Special Education Administrator, with a copy to the Provider District Business Official within thirty (30) days of receipt by the Sending District. A failure on the part of the Sending District to timely object and subject objections in writing in compliance with this provision shall be deemed acceptance of the invoice for payment without objection or reduction.

9. Transportation

The Sending District transporting students enrolled in the Provider Special Education Program to the Provider District shall ensure that the transportation carriers arrive at the applicable Provider District school site in sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays in the arrival of the transportation carriers requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up by the Provider District may result in additional charges to the Sending District for the resulting costs incurred by the Provider District. At all times the Sending District shall remain solely liable for, and shall defend, indemnify and hold harmless the Provider District, for any claims, losses, damages or liabilities of any kind or description arising out of transportation or the actions or omissions to act of the transportation carriers.

10. Projected Enrollment

In order to assist the Provider District in planning for housing and staffing needs for the Provider Special Education Program, the Sending District shall submit to the Provider District, in writing, on or before December 15 of the preceding year, the number of students reasonably projected to be enrolled by the Sending District in the Provider Special Education Program for the ensuing academic year.

11. Program Cost

By May 30 of each year, the Provider District shall deliver to the Sending District, an estimate of the projected amount to be billed per child for the upcoming year. This estimate will provide the basis for the first three billings as more fully described in Section 8a (Funding and Billing).

12. No Waiver

No provision of this MOU may be waived unless in writing and signed by the parties involved. Waiver of any one provision shall not be deemed to be a waiver of any other provision. This MOU may be modified or amended only by a subsequent written agreement signed by the parties involved. Further, the failure of the Provider District in any one or more instances to insist upon performance in any one instance or instances of any of the terms of this MOU or to exercise any option at one time or later times herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

13. Hold Harmless

To the extent permitted by law, and except for the acts, omissions to act or intentional conduct of employees, agents and officers of the Sending District or third parties not under the direction or control of the Provider District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature arising from or reasonably connected to the Provider District's performance of services related to the Provider Special Education Program during the term of this MOU.

To the extent permitted by law, and except for the acts, omissions to act or intentional conduct of employees, agents and officers of the Provider District or third parties not under the direction or control of the Sending District, the Sending District hereby agrees to hold harmless, indemnify and defend the Provider District and its governing board, its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature arising directly or indirectly from or connected with the performance of services related to the Provider Special Education Program during the term of this MOU.

14. Complete Agreement

This document is the complete agreement of the all signatories to this MOU. This MOU contains the sole and entire agreement and understanding of the signatories with respect to the entire subject matter, and any and all prior discussions, negotiations, commitments and understandings related hereto are merged herein. No representations, oral or otherwise, express or implied, other than those contained in this MOU, have been made by any party. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto. Any amendments hereto shall be in a subsequent writing and shall be dated and executed by all signatories to this MOU.

15. Governing Law; Venue, Dispute Resolution

This MOU shall be governed by and construed in accordance with the internal laws of the State of California applicable to the performance and enforcement of contracts made within such state, without giving effect to the law of conflicts of laws applied thereby.

In the event that any dispute shall occur between or among the parties arising out of or resulting from the construction, interpretation, performance, enforcement or any other aspect of this MOU, it is the intent of the parties that issues be resolved at the lowest possible level. If a member school district disagrees with a decision or practice of another member school district under the terms of this MOU, that member school district has a responsibility to discuss and attempt resolution of the disagreement with the member district involved in a prompt time frame not to exceed sixty (60) days from the disagreement first arising. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the assistance of the respective SELPA Director or his/her designee. Informal resolution efforts shall commence and be completed within sixty (60) days unless the parties involved, in their sole and separate discretion, agree to extend this time frame and do so in a signed writing.

If this process does not resolve the matter, the parties agree to submit the dispute to formal third party mediation. The parties will make a good faith effort to mutually agree to a mediator with expertise related to the dispute. If the parties cannot agree on a mediator within thirty (30) days, the parties shall, or one of the parties shall submit the dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Rules, which mediation shall be scheduled and completed within ninety (90) days unless the parties involved, in their sole and separate discretion, agree to extend this time frame and do so in a signed writing.

Any dispute unresolved in mediation, arising from a dispute arising under this MOU, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, which agreement shall be in the sole discretion of each party, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.

Each party shall bear its own costs and expenses and an equal share of the mediator's and/or arbitrator's and administrative fees.

In the event the timeline(s) set forth above are not met, the step in the process shall not be required and the parties shall proceed to the next step in the dispute resolution process.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed.

APPROVED BY:

\_\_\_\_\_

BY: \_\_\_\_\_  
(Authorized Agent Signature)

\_\_\_\_\_  
(Print Name)

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

APPROVED BY:

FULLERTON SCHOOL DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Mitch Hovey, Ed.D., Superintendent  
(Print Name)

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

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

**PREPARED BY:** Laura Rydell, Director, Student Support Services

**SUBJECT:** **APPROVE 2012/2013 AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR THE MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PROGRAM**

Background: The Medi-Cal Administrative Activities (MAA) Program is funded by federal and State funds. The MAA Program is authorized under the California's Welfare and Institutions Code (WIC), Section 14132.47. The MAA Program offers a way for Local Governmental Agencies (LGAs) and Local Educational Consortia (LECs) to obtain federal reimbursement for the cost of certain administrative activities necessary for the proper and efficient administration of the Medi-Cal program. MAA activities include: Medi-Cal outreach, facilitating the Medi-Cal application, non-emergency & non-medical transportation of Medi-Cal eligible individuals to Medi-Cal covered services, contracting for Medi-Cal services, program planning and policy development, MAA coordination and claims administration, Target Case Management (TCM) coordination and claims administration, training, and general administration.

Rationale: Based upon the requirements of the Medi-Cal Administrative Activities, a local organization is responsible for the oversight of these claims. The Orange County Department of Education is the responsible Local Education Consortium for the purpose of oversight for Medi-Cal claims.

Funding: Total cost of this Agreement is determined by the revenue earned and currently is minus a 5% fee paid to OCDE. This revenue is unrestricted and is returned to the General Fund.

Recommendation: Approve 2012/2013 Agreement between Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for the Medi-Cal Administrative Activities (MAA) Program.

JM:LR:vh  
Attachment

2 FULLERTON SCHOOL DISTRICT  
3 MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 21<sup>ST</sup> day of May,  
6 2012, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local  
8 Educational Consortium (LEC), hereinafter referred to as  
9 SUPERINTENDENT, and the Fullerton School District, 1401 West  
10 Valencia Drive, Fullerton, California 92833, hereinafter referred to  
11 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively  
12 referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement  
15 with the California State Department of Health Care Services,  
16 hereinafter referred to as STATE, which is incorporated herein by  
17 this reference, to serve as the Local Educational Consortium (LEC)  
18 for the Region 9 in accordance with the California Welfare and  
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE  
21 to represent school districts and county offices located in Region  
22 9, hereinafter referred to as LEA (Local Education Agency) to  
23 administer Medi-Cal Administrative Activities (MAA) as described in  
24 the California Welfare and Institutions Code, Section 14132.47(c)  
25 (1); and

WHEREAS, the goal of the Medi-Cal Administrative  
Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative  
6 Activities and wishes to participate in the Medi-Cal Administrative  
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2012, and ending on June 30, 2013,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

- 13 a. Certify to the STATE the amount of DISTRICT'S general  
14 funds or any other funds allowed under federal law and  
15 regulation expended on the allowable "Program  
16 activities".
- 17 b. Certify to the STATE the availability and expenditure of  
18 one hundred percent (100%) of the non-federal cost of  
19 performing Program activities.
- 20 c. Certify to the STATE that DISTRICT expenditures  
21 represent costs that are eligible for federal financial  
22 participation for that fiscal year.
- 23 d. Act as liaison between STATE and DISTRICT.
- 24 e. Represent DISTRICT'S issues, concerns, and questions at  
25 scheduled statewide LEC Committee meetings and MAA  
Program work groups.

- 1 f. As mandated by STATE, attend STATE trainings.
- 2 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings  
3 and trainings.
- 4 h. On behalf of STATE, provide STATE approved training  
5 materials and updates to DISTRICT.
- 6 i. On behalf of STATE, provide Program technical  
7 assistance.
- 8 j. Review time survey trainings conducted by or for the  
9 DISTRICT.
- 10 k. Review DISTRICT'S quarterly time survey forms for  
11 accuracy and completeness and request corrections if  
12 necessary.
- 13 l. Review DISTRICT'S quarterly invoice documents for  
14 accuracy and completeness and request corrections if  
15 necessary.
- 16 m. Review corrected documents for compliance with rules and  
17 regulations related to time surveys and fiscal reports;  
18 work with DISTRICT to resolve any outstanding matters  
19 that prevent SUPERINTENDENT'S certification of claim.
- 20 n. Provide DISTRICT with statewide Local Educational  
21 Consortium (LEC) Committee MAA LEA Appeals Process  
22 information upon request.
- 23 o. Review and submit the detailed quarterly invoice with  
24 Claiming Unit Functions Grid to the STATE on behalf of  
25 the DISTRICT and convey to the DISTRICT by warrant all  
funds received on behalf of DISTRICT from the STATE less

1 any amount due the SUPERINTENDENT as defined in Section  
2 5.0 of this AGREEMENT. No funds will be conveyed to  
3 DISTRICT for invoices that have been disallowed by the  
4 STATE.

5 p. Monitor compliance of DISTRICT with all Federal, State,  
6 and SUPERINTENDENT'S PROGRAM requirements.

7 q. Review DISTRICT'S Operational Plan Audit/File at least  
8 once every three (3) years.

9 r. Designate an employee to act as liaison to DISTRICT  
10 regarding issues relating to this AGREEMENT.

11 3.0 RESPONSIBILITIES OF DISTRICT.

12 a. Assess MAA claiming potential within the DISTRICT and  
13 determine which staff will participate in the time  
14 survey and what direct charges, if applicable, will be  
15 claimed.

16 b. Certify to the SUPERINTENDENT and STATE the amount of  
17 DISTRICT'S general funds or any other funds allowed  
18 under Federal law and regulations expended on the  
19 allowable "Program activities".

20 c. Comply fully with all Title XIX Federal, State, and  
21 SUPERINTENDENT'S Program requirements.

22 d. Certify to SUPERINTENDENT and STATE the availability and  
23 expenditure, from allowable non-federal funding sources,  
24 of one hundred percent (100%) of the cost of performing  
25 Program activities.

- 1 e. Certify to SUPERINTENDENT and STATE expenditures  
2 represent costs that are eligible for federal financial  
3 participation for that fiscal year. Ensure claims do not  
4 include fees for consultant services that are based on,  
5 or include, contingency fee arrangements.
- 6
- 7 f. If subcontracting for Program coordination and training,  
8 provide SUPERINTENDENT with a copy of the DISTRICT'S  
9 contract with vendor. Submit copies of amendments or new  
10 contracts as soon as they are fully executed.
- 11 g. Ensure that DISTRICT'S designated MAA Coordinator  
12 attends quarterly Region 9 LEC MAA Coordinators  
13 trainings and meetings.
- 14 h. Adhere to timelines established by the STATE and  
15 SUPERINTENDENT for completion of Program documentation  
16 (e.g., Program invoices, time surveys, reports, etc.).  
17 Respond in a timely manner to all STATE and  
18 SUPERINTENDENT requests for information and  
19 documentation.
- 20 i. Respond to SUPERINTENDENT reviews with information and  
21 corrected documents upon request.
- 22 j. Work with SUPERINTENDENT to resolve any outstanding  
23 matters.
- 24 k. Appeal SUPERINTENDENT decision through the statewide  
25 Local Educational Consortium (LEC) Committee MAA LEA  
Appeals Process if necessary.

- 1           1.    Conduct time survey trainings for all DISTRICT survey  
2            participants.
- 3           m.    Complete time studies, as required by the Centers for  
4            Medicare and Medicaid Services (CMS), to determine the  
5            amount of paid time spent on Program claimable  
6            activities.
- 7           n.    Ensure that MAA Time Survey forms are properly  
8            administered according to Federal, STATE, and  
9            SUPERINTENDENT requirements.
- 10          o.    Ensure that Time Surveys needing correction are  
11          corrected prior to inclusion in the MAA quarterly  
12          invoice.
- 13          p.    Provide SUPERINTENDENT with copies of completed  
14          quarterly Time Survey forms upon request.
- 15          q.    Develop and maintain an Operational Plan/Audit File to  
16          include at a minimum the following:
- 17               • Training materials and original attendance  
18                sheets
  - 19               • Original Time Survey forms and other Time  
20                Survey documentation, including validation of  
21                time survey participant attendance for the time  
22                survey period
  - 23               • Time certification and supporting documentation  
24                for direct charge staff
  - 25               • Claiming Unit Functions Grids
  - Position Descriptions/Duty Statements
  - Medi-Cal Percentage documentation
  - Invoice documents and supporting documentation
  - Contracts/MOU
  - Organizational Charts
  - School Calendar
  - Resource Directories and outreach materials
  - Program review documentation

- 1           r.    Prepare and certify school-based MAA Invoices and  
2            Claiming Unit Functions Grids in conformance with STATE  
3            requirements.
- 4           s.    Submit quarterly claim to SUPERINTENDENT within twelve  
5            (12) months following the end of the quarter.
- 6           t.    Provide SUPERINTENDENT with copies of MAA invoice  
7            supporting documentation upon request.
- 8           u.    Maintain Program claim documentation for a period of not  
9            less than three (3) years after the quarterly invoice  
10           payment is received.  If an audit is in progress, all  
11           records relevant to the audit shall be retained until  
12           completion of the audit or final resolution, whichever  
13           is later.  Such documentation shall be subject, at all  
14           reasonable times, to inspection and/or audit by the CMS  
15           or other Federal agencies, STATE, and/or SUPERINTENDENT.
- 16          v.    In the event an Invoice/Claiming Unit Functions Grid is  
17           revised or is disallowed by STATE, agree to reimburse  
18           SUPERINTENDENT within thirty (30) days of receipt of an  
19           invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S  
20           payment to the STATE for DISTRICT'S revised or  
21           disallowed Invoice/Claiming Unit Functions Grid.
- 22          w.    Ensure no duplicative billings.
- 23          x.    Hold SUPERINTENDENT harmless from any federal  
24           disallowance of MAA claim payments made to DISTRICT by  
25           the STATE.

1 y. Designate an employee to act as a liaison with  
2 SUPERINTENDENT to provide DISTRICT specific information  
3 relative to MAA Program administration and fiscal  
4 issues.

5 z. Complete and return with the fully executed AGREEMENT,  
6 SUPERINTENDENT'S Medi-Cal Administrative Activities  
7 (MAA) District Information 2012/2013 form, Appendix "A",  
8 attached hereto and incorporated by reference herein.

9 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
10 DISTRICT'S responsibilities outlined in Section 3.0 of this  
11 AGREEMENT and after SUPERINTENDENT has received reimbursement from  
12 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT  
13 shall convey to DISTRICT by warrant, all funds received on behalf of  
14 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
15 STATE as determined in Section 5.0 below. No funds will be conveyed  
16 to DISTRICT for invoices that have been revised or disallowed by the  
17 STATE. Payment to DISTRICT shall be made within forty-five (45)  
18 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

19 5.0 FEE SCHEDULE.

20 A. Annual STATE Participation Fee. SUPERINTENDENT will be  
21 responsible for DISTRICT share of the STATE Participation Fee, which  
22 is based on the STATE'S cost for administering the MAA claiming  
23 process. In the event that the STATE costs for the 2012/2013 fiscal  
24 year exceed the amount of the STATE costs contracted with  
25 SUPERINTENDENT for the 2011/2012 fiscal year, SUPERINTENDENT will

1 reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S  
2 share of the STATE Participation Fee increase.

3 B. SUPERINTENDENT'S Administrative Support Fees. After  
4 SUPERINTENDENT has received reimbursement from the STATE for  
5 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to  
6 DISTRICT an amount equal to the Federal share of cost received as  
7 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a  
8 four and a half percent (4 1/2%) fee per quarterly claim which will  
9 be used to support SUPERINTENDENT'S MAA administration.

10 C. The obligations of SUPERINTENDENT and DISTRICT under this  
11 AGREEMENT are contingent upon the availability of funds furnished by  
12 the United States Government. In the event that such funding is  
13 terminated or reduced, this AGREEMENT may be terminated, and  
14 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall  
15 be limited to a pro rated amount of funding actually received by the  
16 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.  
17 SUPERINTENDENT shall provide DISTRICT written notification of such  
18 termination. Notice shall be deemed given when received by the  
19 DISTRICT or no later than three (3) days after the day of mailing,  
20 whichever is sooner.

21 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
22 this AGREEMENT, shall be and act as an independent contractor.  
23 SUPERINTENDENT understands and agrees that he/she and all of his/her  
24 employees shall not be considered officers, employees or agents of  
25 the DISTRICT, and are not entitled to benefits of any kind or nature  
normally provided employees of the DISTRICT and/or to which

1 DISTRICT'S employees are normally entitled, including, but not  
2 limited to, State Unemployment Compensation or Workers'  
3 Compensation. SUPERINTENDENT assumes full responsibility for the  
4 acts and/or omissions of his/her employees or agents as they relate  
5 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
6 shall assume full responsibility for payment of all federal, state  
7 and local taxes or contributions, including unemployment insurance,  
8 social security and income taxes with respect to SUPERINTENDENT'S  
9 employees.

10 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times  
11 enforce appropriate discipline and good order among its employees  
12 and shall not knowingly employ any unfit person or anyone not  
13 skilled in providing the services required under this AGREEMENT.  
14 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S  
15 opinion, is incompetent, unfit, intemperate, troublesome or  
16 otherwise undesirable shall be excluded from providing services  
17 under this AGREEMENT and shall not again provide services except  
18 with written consent of DISTRICT.

19 8.0 COPYRIGHT.

20 A. DISTRICT understands and agrees that all forms, plans, and  
21 related instructional materials developed by SUPERINTENDENT or  
22 DISTRICT under this AGREEMENT shall become the exclusive property of  
23 Department of Health Care Services. The Department of Health Care  
24 Services shall have all right, title and interest in said matters,  
25 including the right to secure and maintain the copyright, trademark

1 and/or patent all forms and related instructional materials  
2 developed under this AGREEMENT.

3 9.0 HOLD HARMLESS.

4 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
5 harmless DISTRICT, its Governing Board, and its officers, agents,  
6 and employees from liability and claims of liability for bodily  
7 injury, personal injury, sickness, disease, or death of any person  
8 or persons, or damage to any property, real, personal, tangible or  
9 intangible, arising out of the negligent acts or omissions of  
10 employees, agents or officers of SUPERINTENDENT or the Orange County  
11 Board of Education during the term of this AGREEMENT.

12 B. DISTRICT hereby agrees to indemnify, defend, and hold  
13 harmless SUPERINTENDENT, the Orange County Board of Education, and  
14 its officers, agents, and employees from liability and claims of  
15 liability for bodily injury, personal injury, sickness, disease, or  
16 death of any person or persons, or damage to any property, real,  
17 personal, tangible or intangible, arising out of the negligent acts  
18 or omissions of employees, agents or officers of DISTRICT during the  
19 term of this AGREEMENT.

20 10.0 CONFIDENTIALITY.

21 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
22 of their respective records and information, governing the  
23 confidentiality of client or student information for Medi-Cal  
24 clients served under this AGREEMENT. Applicable laws include, but  
25 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
431.300, Welfare and Institutions Code, Section 14100.2 and 22

1 California Code of Regulations Section 51009 and all applicable  
2 federal and/or state laws or regulations as each may now exist or be  
3 hereafter amended. The confidentiality obligations contained in  
4 this section shall survive termination of this AGREEMENT.

5 B. DISTRICT understands and agrees to take all reasonable  
6 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S  
7 agents' proprietary data provided for purposes of this AGREEMENT  
8 hereinafter defined as; data file specifications, related  
9 instructions, management reports, training materials, plans or other  
10 information relating to the performance of SUPERINTENDENT'S agents  
11 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
12 to this AGREEMENT. DISTRICT shall not during or after the term of  
13 this AGREEMENT, permit the copying, duplication, or use of any of  
14 SUPERINTENDENT'S agents' proprietary data by or to any person other  
15 than authorized employees, agents or representatives of DISTRICT.

16 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
17 to assure that the information supplied to SUPERINTENDENT hereunder  
18 shall be true, complete, and accurate in all respects. DISTRICT  
19 shall assume sole responsibility for the truth, completeness and  
20 accuracy of all information supplied to SUPERINTENDENT and agrees  
21 that SUPERINTENDENT shall have no responsibility or liability for  
22 the truth, completeness or accuracy of any information submitted by  
23 DISTRICT hereunder.

24 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
25 for damages or losses to DISTRICT employees, agents, independent  
contractors or students relating to lost medical services or lost

1 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
2 any sums DISTRICT does not obtain in reimbursement from the STATE,  
3 or for any incidental, indirect, special or consequential damages to  
4 DISTRICT arising from the denial of any request for reimbursement  
5 from the STATE.

6 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
7 AGREEMENT shall not be assigned by the DISTRICT without prior  
8 written approval of SUPERINTENDENT.

9 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
10 must meet the approval of the DISTRICT and shall be subject to the  
11 DISTRICT'S general right of inspection to secure the satisfactory  
12 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
13 with all federal, state and local laws, rules, regulations and  
14 ordinances that are now or may in the future become applicable to  
15 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
16 operations covered by this AGREEMENT or accruing out of the  
17 performance of such operations.

18 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
19 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
20 employ any unlawful discriminatory practices in employment of  
21 personnel or in any other respect on the basis of sex, race, color,  
22 ethnicity, national origin, ancestry, religion, age, marital status,  
23 medical condition, sexual orientation, physical or mental disability  
24 or any other protected group in accordance with the requirements of  
25 all applicable Federal or State law.

1 16.0 TOBACCO USE POLICY. In the interest of public health,  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and  
4 vehicles, and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure  
6 to abide with conditions of this policy could result in the  
7 termination of this AGREEMENT.

8 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
9 or without cause, terminate this AGREEMENT with the giving of thirty  
10 (30) days prior written notice to the other party.

11 18.0 NOTICE. All notices or demands to be given under this  
12 AGREEMENT by either party to the other shall be in writing and given  
13 either by: (a) personal service or (b) by U.S. Mail, mailed either  
14 by registered or certified mail, return receipt requested, with  
15 postage prepaid. Service shall be considered given when received if  
16 personally served or if mailed on the third day after deposit in any  
17 U.S. Post Office. The address to which notices or demands may be  
18 given by either party may be changed by written notice given in  
19 accordance with the notice provisions of this section. As of the  
20 date of this AGREEMENT, the addresses of the parties are as follows:

21 DISTRICT: Fullerton School District  
22 1401 West Valencia Drive  
23 Fullerton, California 92833  
24 Attn: \_\_\_\_\_

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

1 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
2 redress for violation of, or to insist upon, the strict performance  
3 of any term or condition of this AGREEMENT shall not be deemed a  
4 waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 20.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be  
9 invalid, void, or unenforceable, the remaining provisions will  
10 nevertheless continue in full force and effect, and shall not be  
11 affected, impaired or invalidated in any way.

12 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California with venue  
14 in Orange County, California.

15 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire agreement among the Parties to  
17 it and supercedes any prior or contemporaneous understanding or  
18 agreement with respect to the services contemplated, and may be  
19 amended only by a written amendment executed by both Parties to the  
20 AGREEMENT.

21 ////

22 ////

23 ////

24 ////

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

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

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

BY: Patricia McCaughey  
Authorized Signature

5 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

6 TITLE: \_\_\_\_\_

TITLE: Coordinator

7 DATE: \_\_\_\_\_

DATE: May 21, 2012

8 \_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

11 Fullerton SD-MAA (38241)13  
12 Zip6

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
DISTRICT INFORMATION  
2012-2013

Appendix A

6. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2012: \_\_\_\_\_ July 2012: \_\_\_\_\_  
August 2012: \_\_\_\_\_ September 2012: \_\_\_\_\_

\_\_\_\_\_  
*Name of Alternate District Contact during summer (June-September, 2012)*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email*

7. FIRST STUDENT ATTENDANCE DATE(S) \_\_\_\_\_, 2012 \_\_\_\_\_, 2012

8. STUDENT ATTENDANCE BREAKS Winter: \_\_\_\_\_ to \_\_\_\_\_, 2013

Spring: \_\_\_\_\_ to \_\_\_\_\_, 2013

9. MAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact*

\_\_\_\_\_  
*Contact Job Title*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
PRINTED NAME OF PERSON FILLING OUT FORM

\_\_\_\_\_  
JOB CLASSIFICATION TITLE

\_\_\_\_\_  
DATE



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
 DISTRICT INFORMATION  
 2012-2013**

**1. DISTRICT/SCHOOL**

*District/School Name* \_\_\_\_\_ *County* \_\_\_\_\_

Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2. DISTRICT MAA COORDINATOR**

*Name* \_\_\_\_\_ *District Job Title* \_\_\_\_\_

*Street Address* \_\_\_\_\_ *City, State, Zip* \_\_\_\_\_

*Mailing Address* \_\_\_\_\_ *City, State, Zip* \_\_\_\_\_

*Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email* \_\_\_\_\_

**3. SUPERVISOR OF DISTRICT MAA COORDINATOR**

*Name* \_\_\_\_\_ *District Job Title* \_\_\_\_\_

*Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email* \_\_\_\_\_

Check box for this person to be included in communications.

**4. (a) ALTERNATE DISTRICT CONTACT – MAA COORDINATOR DESIGNEE**

*Name* \_\_\_\_\_ *District Job Title* \_\_\_\_\_

*Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email* \_\_\_\_\_

Check box for this person to be included in communications.

**5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

*Name* \_\_\_\_\_ *District Job Title* \_\_\_\_\_

*Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email* \_\_\_\_\_

Check box for this person to be included in communications.

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, 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 CORNERSTONE THERAPIES FOR SPEECH/LANGUAGE AND OCCUPATIONAL THERAPY EVALUATIONS FROM JUNE 6, 2012 THROUGH JUNE 30, 2012**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs. This agency will conduct Independent Educational Evaluations (IEE) as part of settlement agreements.

The rates are as follows:

Evaluations (in NPA office)	\$ 225.00/2 hours
	\$ 85.00/Add. 1 hour
Speech & Language Consult (off site)	\$ 100.00/hour
Occupational Therapy Consult (off site)	\$ 100.00/hour
Mileage at current IRS rate	\$ .55/mile

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain highly specialized evaluation and services or for neutral Independent Educational Evaluations through settlement agreements.

Funding: Total cost of this contract is not to exceed \$5,000.00 and is to be paid from budget 0115554101-5866.

Recommendation: Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Cornerstone Therapies for speech/language and occupational therapy evaluations from June 6, 2012 through June 30, 2012.

JM:LR:vh  
Attachment

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2011-2012**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2011-2012**

THIS MASTER CONTRACT is made and entered into this **6<sup>th</sup> day of June 2012**, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the “LEA” and **CORNERSTONE THERAPIES** hereafter referred to as “CONTRACTOR” for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement (“ISA”) for Nonpublic, Nonsectarian Agency (“NPA”) Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of, and willing to, provide such services.

A current copy of California Department of Education (“CDE”) certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

**I. GENERAL PROVISIONS**

**1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES**

- a. An Individual Services Agreement (“ISA”) for Nonpublic, Nonsectarian Agency (“NPA”) Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil’s Individual Services Agreement, which shall identify the provider of each service required by the pupil’s IEP/IFSP (Title 5 CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil’s ISA, unless mutually agreed upon otherwise in

writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in Education Code §56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education (“FAPE”) to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under Education Code § 56505.

## **2. TERM**

This Master Contract is effective on **June 6, 2012 and terminates at 5 p.m. on June 30, 2012** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

## **3. MODIFICATIONS AND AMENDMENTS**

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract which do not alter the educational services or placement may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

## **4. COMPLIANCE WITH LAWS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

## **5. DEFINITIONS AND ACRONYMS**

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- COTA (Certified Occupational Therapy Assistant)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)

- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)
- SLPA (Speech Language Pathology Assistant)

**6. NO DISCRIMINATION**

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

**7. GOVERNING LAW**

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

**II. ADMINISTRATION OF MASTER CONTRACT**

**8. NOTICES**

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, and 8) CONTRACTOR’s notice of subcontract are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: LAURA S. RYDELL, DIRECTOR, 1401 W. VALENCIA DRIVE, FULLERTON, CA 92833. Notices to CONTRACTOR shall be addressed to: NINA WELCH, 18700 BEACH BOULEVARD, SUITE 120, HUNTINGTON BEACH, CA 92648. The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

## 9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term “injury” shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR’s Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA’s Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA’s special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract

provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

**10. SUBCONTRACTS AND ASSIGNMENTS**

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

**11. INDEPENDENT CONTRACTOR STATUS**

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**12. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

**13. TERMINATION**

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

**14. INDEMNIFICATION**

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

**15. INSURANCE**

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master

Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

**16. CHANGE OF RESIDENCE**

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

**17. FACILITIES MODIFICATION**

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

**18. RENEWAL**

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

**19. ENTIRE AGREEMENT**

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

**20. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**21. AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

**III. EDUCATIONAL PROGRAMS**

**22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA. This includes development of appropriate goals and objectives for the pupil's IEP/IFSP, periodic progress reports, and participation in IEP/IFSP meetings.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

**23. TRANSPORTATION**

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

**24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION**

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

**25. SERVICE/PROGRAM MONITORING**

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

**26. REASONABLE VISITATION**

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

**27. WITHDRAWAL BY PARENT**

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

**28. MEDICATIONS**

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**29. ACCIDENT/INCIDENT REPORT**

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**30. PUPIL RECORDS**

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to Education Code § 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Education Code § 49000 et seq. and § 56000 et seq.

**31. PROGRESS REPORTS**

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

**32. FORWARDING OF RECORDS**

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

**33. IEP/IFSP MEETINGS**

The CONTRACTOR is responsible for ensuring the attendance of CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. CONTRACTOR'S attendance at LEA pupil IEP/IFSP meetings, including travel time, is part of CONTRACTOR'S professional responsibilities and obligations under this Master Contract. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

**34. RELATED SERVICES**

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason (i.e., illness), the make up session shall be provided within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make up session and invoice accordingly as a make up session. Make up sessions provided after 30 calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled related service session due to illness or absence, or is absent from school on the day of a scheduled related service session, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session.

When related services are provided by a speech language pathology assistant (SLPA) or certified occupational therapy assistant (COTA), CONTRACTOR shall bill such services at rates consistent with those provided by assistants and as set forth in Section 50 of the Master Contract. In the event related services have not been previously provided by a SLPA or COTA, unless the specific services are specified in the LEA pupil's IEP/IFSP, such services shall not be initiated until after the LEA has received reasonable written notice and an opportunity to consult with CONTRACTOR.

**35. DUE PROCESS AND COMPLAINTS**

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

**36. HEALTH AND SAFETY**

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

**37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES**

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3001(f). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to

appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

**38. PUPIL RETURN TO DISTRICT**

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

**39. SURROGATE PARENTS**

CONTRACTOR agrees to notify the LEA and the LEA's SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent of the pupil cannot be identified or located, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has limited the parents' education rights and the child has no court-appointed responsible adult. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

**IV. PERSONNEL**

**40. FINGERPRINT CLEARANCE**

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 35021.1, 35021.2 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

**41. CREDENTIALS AND LICENSES**

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law. If CONTRACTOR has non-certificated employees and/or volunteers who supervise, direct or coach a LEA pupil activity, CONTRACTOR shall ensure compliance with the Activity Supervisor Clearance Certificate (ASCC) in accordance with Education Code § 49024 and as required by the California Commission on Teacher Credentialing.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

**42. RELATED SERVICE PROVIDER ABSENCE**

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. If a substitute service provider is not utilized and a pupil misses a related service session due to staff absence or any other staff-related reason, CONTRACTOR shall reschedule related service sessions consistent with Sections 34 and 46 of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

**43. MANDATED REPORTING**

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the Child Abuse and Neglect Reporting Act, California Penal Code § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

**44. SEXUAL HARASSMENT**

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

## **V. FINANCIAL SECTION**

### **45. SCHOOL CALENDAR**

- a. It is understood that related services provided by CONTRACTOR shall be provided consistent with the LEA's school calendar. In the event the LEA adjusts its school calendar, an amended school calendar shall be provided to CONTRACTOR. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's school calendar. CONTRACTOR's NPA services may not be provided on legal holidays, school vacation or other days school is not in session without prior written approval by the LEA.

### **46. ABSENCES**

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. When a pupil misses a session due to staff absence or any other staff-related reason (i.e., illness), a make-up session shall be provided by CONTRACTOR within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make-up session and invoice accordingly as a make-up session. Make-up sessions provided after thirty (30) calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled session due to illness or absence, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session. CONTRACTOR shall provide all required make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

### **47. ATTENDANCE RECORDS**

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

**48. MAINTENANCE OF RECORDS**

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (Title 5 CCR 3061); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

**49. PAYMENT UNIT**

A unit of service for payment purposes is one (1) hour of related services, or portion thereof. CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

**50. RATE SCHEDULE**

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
<b>(1) Evaluations (in NPA office)</b>	<b>\$ 225.00</b>	<b>per 120 Minutes</b>
	<b>\$ 85.00</b>	<b>per additional 60 Minutes</b>
<b>(2) Speech and Language Consultation (off site)</b>	<b>\$ 100.00</b>	<b>per 60 Minutes</b>
<b>(4) Occupational Therapy Consultation (off site)</b>	<b>\$ 100.00</b>	<b>per 60 Minutes</b>
<b>(5) Mileage @ current IRS rate</b>	<b>\$ .55</b>	<b>per mile</b>

\* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

**51. PAYMENT DEMAND**

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported

attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

## **52. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or

the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

### **53. INSPECTION AND AUDIT OF FINANCIAL RECORDS**

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

### **54. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

**CONTRACTOR**

**LEA**

CORNERSTONE THERAPIES

FULLERTON SCHOOL DISTRICT

Print Name of Nonpublic, Nonsectarian Agency

Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

NINA WELCH, DIRECTOR

MITCH HOVEY, Ed.D., SUPERINTENDENT

Print Name and Title

Print Name and Title

Date

Date

APPROVED BY THE LOCAL EDUCATION AGENCY GOVERNING BOARD ON: **JUNE 5, 2012**

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, 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 SPEECH-LANGUAGE PATHOLOGY SERVICES FOR SPEECH/LANGUAGE EVALUATIONS FROM JUNE 6, 2012 THROUGH JUNE 30, 2012**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs. This agency will conduct Independent Educational Evaluations (IEE) as part of settlement agreements.

The rates are as follows:

Speech & Language Evaluation Initial/Progress/Final	\$ 250.00/hour
Speech & Language Therapy/ Aural Habilitation	\$ 120.00/hour
Speech & Language Therapy/ Aural Habilitation	\$ 60.00/30 mins.
Observation of student on site	\$ 120.00/hour

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain highly specialized evaluations and services or for neutral Independent Educational Evaluations through settlement agreements.

Funding: Total cost of this contract is not to exceed \$5,000.00 and is to be paid from budget 0115554101-5866.

Recommendation: Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Speech-Language Pathology Services for speech/language evaluations from June 6, 2012 through June 30, 2012.

JM:LR:vh  
Attachment

**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2011-2012**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2011-2012**

THIS MASTER CONTRACT is made and entered into this **6<sup>th</sup> day of June 2012**, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the “LEA” and **SPEECH LANGUAGE PATHOLOGY SERVICES** hereafter referred to as “CONTRACTOR” for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement (“ISA”) for Nonpublic, Nonsectarian Agency (“NPA”) Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of, and willing to, provide such services.

A current copy of California Department of Education (“CDE”) certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

**I. GENERAL PROVISIONS**

**1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES**

- a. An Individual Services Agreement (“ISA”) for Nonpublic, Nonsectarian Agency (“NPA”) Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil’s Individual Services Agreement, which shall identify the provider of each service required by the pupil’s IEP/IFSP (Title 5 CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil’s ISA, unless mutually agreed upon otherwise in

writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in Education Code §56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education (“FAPE”) to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under Education Code § 56505.

## **2. TERM**

This Master Contract is effective on **June 6, 2012 and terminates at 5 p.m. on June 30, 2012** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

## **3. MODIFICATIONS AND AMENDMENTS**

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract which do not alter the educational services or placement may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

## **4. COMPLIANCE WITH LAWS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

## **5. DEFINITIONS AND ACRONYMS**

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- COTA (Certified Occupational Therapy Assistant)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)

- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)
- SLPA (Speech Language Pathology Assistant)

**6. NO DISCRIMINATION**

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

**7. GOVERNING LAW**

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

**II. ADMINISTRATION OF MASTER CONTRACT**

**8. NOTICES**

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, and 8) CONTRACTOR’s notice of subcontract are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: LAURA S. RYDELL, DIRECTOR, 1401 W. VALENCIA DRIVE, FULLERTON, CA 92833. Notices to CONTRACTOR shall be addressed to: CHRISTINE SWITZER, SPEECH LANGUAGE PATHOLOGY SERVICES, 161 FASHION LANE, SUITE 116, TUSTIN, CA 92780. The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

## 9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term “injury” shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR’s Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA’s Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA’s special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract

provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

**10. SUBCONTRACTS AND ASSIGNMENTS**

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

**11. INDEPENDENT CONTRACTOR STATUS**

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**12. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

**13. TERMINATION**

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

**14. INDEMNIFICATION**

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

**15. INSURANCE**

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master

Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

**16. CHANGE OF RESIDENCE**

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

**17. FACILITIES MODIFICATION**

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

**18. RENEWAL**

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

**19. ENTIRE AGREEMENT**

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

**20. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

**21. AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

**III. EDUCATIONAL PROGRAMS**

**22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA. This includes development of appropriate goals and objectives for the pupil's IEP/IFSP, periodic progress reports, and participation in IEP/IFSP meetings.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

**23. TRANSPORTATION**

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

**24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION**

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

**25. SERVICE/PROGRAM MONITORING**

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

**26. REASONABLE VISITATION**

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

**27. WITHDRAWAL BY PARENT**

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

**28. MEDICATIONS**

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**29. ACCIDENT/INCIDENT REPORT**

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**30. PUPIL RECORDS**

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to Education Code § 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Education Code § 49000 et seq. and § 56000 et seq.

**31. PROGRESS REPORTS**

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

**32. FORWARDING OF RECORDS**

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

**33. IEP/IFSP MEETINGS**

The CONTRACTOR is responsible for ensuring the attendance of CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. CONTRACTOR'S attendance at LEA pupil IEP/IFSP meetings, including travel time, is part of CONTRACTOR'S professional responsibilities and obligations under this Master Contract. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

**34. RELATED SERVICES**

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason (i.e., illness), the make up session shall be provided within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make up session and invoice accordingly as a make up session. Make up sessions provided after 30 calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled related service session due to illness or absence, or is absent from school on the day of a scheduled related service session, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session.

When related services are provided by a speech language pathology assistant (SLPA) or certified occupational therapy assistant (COTA), CONTRACTOR shall bill such services at rates consistent with those provided by assistants and as set forth in Section 50 of the Master Contract. In the event related services have not been previously provided by a SLPA or COTA, unless the specific services are specified in the LEA pupil's IEP/IFSP, such services shall not be initiated until after the LEA has received reasonable written notice and an opportunity to consult with CONTRACTOR.

**35. DUE PROCESS AND COMPLAINTS**

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

**36. HEALTH AND SAFETY**

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

**37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES**

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3001(f). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to

appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

**38. PUPIL RETURN TO DISTRICT**

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

**39. SURROGATE PARENTS**

CONTRACTOR agrees to notify the LEA and the LEA's SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent of the pupil cannot be identified or located, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has limited the parents' education rights and the child has no court-appointed responsible adult. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

**IV. PERSONNEL**

**40. FINGERPRINT CLEARANCE**

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 35021.1, 35021.2 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

**41. CREDENTIALS AND LICENSES**

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law. If CONTRACTOR has non-certificated employees and/or volunteers who supervise, direct or coach a LEA pupil activity, CONTRACTOR shall ensure compliance with the Activity Supervisor Clearance Certificate (ASCC) in accordance with Education Code § 49024 and as required by the California Commission on Teacher Credentialing.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

**42. RELATED SERVICE PROVIDER ABSENCE**

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. If a substitute service provider is not utilized and a pupil misses a related service session due to staff absence or any other staff-related reason, CONTRACTOR shall reschedule related service sessions consistent with Sections 34 and 46 of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

**43. MANDATED REPORTING**

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the Child Abuse and Neglect Reporting Act, California Penal Code § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

**44. SEXUAL HARASSMENT**

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

## **V. FINANCIAL SECTION**

### **45. SCHOOL CALENDAR**

- a. It is understood that related services provided by CONTRACTOR shall be provided consistent with the LEA's school calendar. In the event the LEA adjusts its school calendar, an amended school calendar shall be provided to CONTRACTOR. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's school calendar. CONTRACTOR's NPA services may not be provided on legal holidays, school vacation or other days school is not in session without prior written approval by the LEA.

### **46. ABSENCES**

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. When a pupil misses a session due to staff absence or any other staff-related reason (i.e., illness), a make-up session shall be provided by CONTRACTOR within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make-up session and invoice accordingly as a make-up session. Make-up sessions provided after thirty (30) calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled session due to illness or absence, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session. CONTRACTOR shall provide all required make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

### **47. ATTENDANCE RECORDS**

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

**48. MAINTENANCE OF RECORDS**

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (Title 5 CCR 3061); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

**49. PAYMENT UNIT**

A unit of service for payment purposes is one (1) hour of related services, or portion thereof. CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

**50. RATE SCHEDULE**

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
<b>(1) Speech and Language Evaluation Initial/Progress/Final</b>	<b>\$ 250.00</b>	<b>per 60 Minutes</b>
<b>(2) Speech and Language Therapy/Aural Habilitation</b>	<b>\$ 120.00</b>	<b>per 60 Minutes</b>
<b>(3) Speech and Language Therapy/Aural Habilitation</b>	<b>\$ 60.00</b>	<b>per 30 Minutes</b>
<b>(4) Observation of student on site</b>	<b>\$ 120.00</b>	<b>per 60 Minutes</b>

\* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

**51. PAYMENT DEMAND**

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported

attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

## **52. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or

the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

### **53. INSPECTION AND AUDIT OF FINANCIAL RECORDS**

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

### **54. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

**CONTRACTOR**

**LEA**

SPEECH LANGUAGE PATHOLOGY SERVICES  
Print Name of Nonpublic, Nonsectarian Agency

FULLERTON SCHOOL DISTRICT  
Print Name of LEA

\_\_\_\_\_  
Contracting Officer's Signature

\_\_\_\_\_  
Authorized Representative's Signature

CHRISTINE SWITZER, DIRECTOR  
Print Name and Title

MITCH HOVEY, Ed.D., SUPERINTENDENT  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED BY THE LOCAL EDUCATION AGENCY GOVERNING BOARD ON: **JUNE 5, 2012**

CONSENT ITEM

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, 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 ORANGE COUNTY SPEECH SERVICES FOR SPEECH/LANGUAGE SERVICES EFFECTIVE JUNE 27, 2012 THROUGH JULY 24, 2012**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs. This is a speech/language specialist with autism experience who has provided services to the District previously.

The rates for this Independent Contractor are as follows:

Therapy	\$ 85.00/hour
IEP Attendance	\$ 85.00/hour
Evaluations	\$ 300.00/per evaluation

Rationale: It is necessary to hire additional speech/language therapists to meet the requirements of students' IEPs and conduct assessments with the Preschool Assessment Team during the Extended School Year (ESY) summer program.

Funding: Total cost of this contract is not to exceed \$8,000.00 and is to be paid from budget 0142054201-5805.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Orange County Speech Services for speech/language services effective June 27, 2012 through July 24, 2012.

JM:LR:vh  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **ORANGE COUNTY SPEECH SERVICES**, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: Doctorate level clinical psychologist will conduct psycho educational assessments for Independent Educational Evaluations.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **June 27, 2012 and will diligently perform as required and complete performance by July 24, 2012.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee **not to exceed Eight Thousand Dollars (\$8,000.00). The payment shall be made at the rate of Eighty-Five dollars (\$85.00) per hour for therapy services and IEP attendance, and Three Hundred dollars (\$300.00) per speech evaluation.** CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

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

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

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

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all

right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT.

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

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

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

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

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and

CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality,

disability, gender, marital status or age of such persons.

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

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

DISTRICT:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
(714) 447-7500

CONTRACTOR:  
**Orange County Speech Services**  
**16052 Beach Boulevard, Suite 135**  
**Huntington Beach, CA 92647**  
**(949) 222-2848**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 5<sup>TH</sup> DAY OF JUNE 2012.

Fullerton School District

Orange County Speech Services

By:

By:

\_\_\_\_\_  
Mitch Hovey, Ed.D., Superintendent

\_\_\_\_\_  
Elizabeth Nideffer, M.S., SLP

\_\_\_\_\_  
On File  
Social Security or Taxpayer  
Identification Number

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

**PREPARED BY:** Laura Rydell, Director, Student Support Services

**SUBJECT:** APPROVE 2012/2013 INDEPENDENT CONTRACTOR AGREEMENTS WITH ALLIED INTERPRETING SERVICE, INC., AUGMENTATIVE COMMUNICATION THERAPIES, JANICE H. CARTER-LOURENSZ, M.D., M.P.H., DAYLE MCINTOSH CENTER FOR THE DISABLED, MELINDA J. HEISE, M.A., CCC-SLP, ELAINE OGLE, ORANGE COUNTY SPEECH SERVICES, PERRY PASSARO, SUSANNE TREACHER, PHYSICAL THERAPIST, AND JANE R. VOGEL

Background: Independent contractors are occasionally utilized to provide specific services and are usually the result of Due Process cases.

The rates for these Independent Contractors are as follows:

Allied Interpreting Service, Inc.:

Spanish Interpreters	\$ 295.00-\$325.00/per half day
Other Languages	\$ 395.00-\$495.00/per half day

Total cost of contract not to exceed \$5,000.00.

Augmentative Communication Therapies:

Assistive Technology Evaluation	\$ 850.00/per eval
Assistive Technology Services	\$ 145.00/hour

Total cost of contract not to exceed \$5,000.00.

Janice Carter-Lourensz, M.D., M.P.H., has an hourly rate of \$250.00 for all services for a total cost of contract not to exceed \$20,000.00.

Dayle McIntosh Center For The Disabled: (2 hour minimum for all services)

Interpreter Service (sign language)	\$ 62.00/hour
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Total cost of contract not to exceed \$5,000.00.

Melinda J. Heise, Speech Pathologist, has an hourly rate of \$120.00 for all services for a total cost of contract not to exceed \$5,000.00.

Elaine Ogle, Educational Consultant, for on-going staff development for a total cost of contract not to exceed \$15,000.00.

Orange County Speech Services:

Therapy	\$ 85.00/hour
Evaluation	\$ 300.00/per eval

Total cost of contract not to exceed \$20,000.00.

Perry Passaro, Psychologist:	
Psycho Educational Assessment	\$2,750.00
IEP Attendance	\$ 250.00/hour
Psycho Educational Assessment (Estimated cost w/visitation/IEP Attendance)	\$3,750.00
Attendance at legal or Administrative Hearing/ meetings	\$ 300.00/hour
Functional Behavior Assessment/Behavioral Intervention Plan	\$2,260.00
Additional Services	\$ 250.00
Total cost of contract not to exceed \$20,000.00.	

Susanne Treacher, Physical Therapist, has an hourly rate of \$80.00 for all services for a total cost of contract not to exceed \$10,000.00.

Jane R. Vogel, M.A., Consulting, Inc.:	
Assessment & Services	\$ 135.00/hour
Total cost of contract not to exceed \$4,000.00.	

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

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

Funding: Total cost of these contracts is to be in the amount of the Individual Contractor Agreements and is to be paid from budget 0142054201-5805.

Recommendation: Approve 2012/2013 Independent Contractor Agreement with Allied Interpreting Service, Inc., Augmentative Communication Therapies, Janice H. Carter-Lourensz, M.D., M.P.H., Dayle McIntosh Center For The Disabled, Melinda J. Heise, M.A., CCC-SLP, Elaine Ogle, Orange County Speech Services, Perry Passaro, Susanne Treacher, Physical Therapist, and Jane R. Vogel.

JM:LR:vh

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Mitch Hovey, Ed.D., District Superintendent

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

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

**SUBJECT:** **APPROVE SECOND AMENDMENT TO AGREEMENT NO. FCI-SD-08 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT FOR THE PROVISION OF SERVICES EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014**

Background: In 2002, the Orange County Children and Families Commission established a School Readiness Initiative to define and promote school readiness for all children from prenatal to age five. The entitlement for this grant comes from Proposition 10 funds. Funds support services, including staff and materials, for Fullerton School District's School Readiness Program. Commission and District entered into the original Agreement for the Provision of Services effective July 1, 2011 through June 30, 2012. District was awarded \$85,550.00. The First Amendment to Agreement awarded additional monies to provide extended services for the Early Development Index project and corrected the Agreement number to reflect the current contract Agreement. The Second Amendment to Agreement extends the term of the Agreement by twenty-four (24) months from July 1, 2012 through June 30, 2014 and awards the District an additional \$625,100.00. A copy of the Second Amendment to Agreement is available for review in the Superintendent's Office.

Rationale: Fullerton School District has been awarded \$175,100.00 for Early Learning Specialist Services, \$300,000.00 for School Readiness Nurse Services, and \$150,000.00 for additional School Readiness Services.

Funding: The Commission will provide funding for a total amount not to exceed \$625,100.00 for the period July 1, 2012 through June 30, 2014 and will be applied to Child Development budgets #275, #394, and #392.

Recommendation: Approve Second Amendment to Agreement No. FCI-SD-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2012 through June 30, 2014.

MLD:MC:ln

CONSENT ITEM

**DATE:** June 5, 2012

**TO:** Board of Trustees

**FROM:** Mitch Hovey, Ed.D., District Superintendent

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

**SUBJECT:** **APPROVE SALES ORDER FORM/AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BLACKBOARD CONNECT INC. FOR THE BLACKBOARD CONNECT K-12 SERVICE WITH ENGAGE SERVICE EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2015**

Background: In August 2005, the Fullerton School District investigated parental notification and absence verification systems. Representatives from several companies were contacted and submitted information and/or proposals. An agreement was reached for services with Notification Technologies, Inc. for the use of their *Connect-ED* parent notification system. This agreement was approved by the Board of Trustees on January 17, 2006 and was in effect January 18, 2006 through November 30, 2008, at which time an amendment was approved to extend the contract through June 30, 2009. The District entered into another three-year contract effective July 1, 2009 through June 30, 2012.

Due to the successful implementation and Districtwide use of this parent notification system for the past six years, the Board of Trustees is being asked to approve a new three-year contract with Blackboard Connect Inc. effective July 1, 2012 through June 30, 2015.

Rationale: The Blackboard Connect Inc. parent notification system has provided web-based automated contacts with parents concerning student absences. It has also allowed messages to be sent to remind parents of important dates, changes in schedules, and most importantly, information about emergency situations.

Funding: Yearly cost per student is \$2.75 payable by individual school site budgets. The annual support fee of \$1,000.00 is payable by the General Fund.

Recommendation: Approve Sales Order Form/Agreement between Fullerton School District and Blackboard Connect Inc. for the Blackboard Connect K-12 Service with Engage Service effective July 1, 2012 through June 30, 2015.

MH:ki  
Attachment

**BLACKBOARD CONNECT™ SALES ORDER FORM**

This Blackboard Connect Sales Order Form (“Order Form”) between Fullerton School District, California (“Customer”) and Blackboard Connect Inc. (“Blackboard”) details the terms of Customer’s use of the Blackboard services set forth in Section 1 below, and shall become effective on the later of: (i) Customer’s execution and Blackboard’s acceptance and agreement; or (ii) the date specified in Section 3 below (“Effective Date”).

1. **SaaS, Notification & Support Services:** The Customer hereby subscribes to the following Blackboard SaaS, notification and support services:

Product Name	Description	Units	Initial Term Fee (USD) Period 1: 7/1/12 through 6/30/13	Initial Term Fee (USD) Period 2: 7/1/13 through 6/30/14	Initial Term Fee (USD) Period 3: 7/1/14 through 6/30/15
Blackboard Connect K-12 Service with Engage Service	Enhanced Communications with Engage Service (please see description in section 8 below)  (i.e., \$2.75 x 13,600 students)	13,600	\$37,400.00	\$2.75 per student	\$2.75 per student
Blackboard Connect K-12 annual Support Fee	24x7x365 Support  Online Training	1	\$1,000.00	\$1,000.00	\$1,000.00
<b>Sales Order Total Annual Fee (including annual Support Fee):</b>			<b>\$38,400.00</b>	<b>See Note*</b>	<b>See Note*</b>

Customer understands and agrees that this Order Form limits the use of the SaaS, notification and/or support services by the Customer to the delineated Description and Unit(s) specified above. Additional access to or usage of the software or services is subject to additional purchase.

\*Note: Calculation of the aggregate Annual Fee for subsequent years after Period 1 of the Initial Term will be \$2.75 per student per year based on the total number of enrolled students in the Customer’s district for each year of the Initial Term.

2. **Initial Term (initial license term and any special requirements):**

July 1, 2012 through June 30, 2015

3. **Effective Date (applicable only if different from acceptance date as described in the preamble):**

July 1, 2012

4. **Recipient Definition (applicable only to notification services):**

**K12:** parents of enrolled students, administrators, faculty, staff, and board members

5. **Customer Billing Contact:**

Contact Name: Kathy Ikola, Asst. to the Superintendent Contact Phone: \_\_\_\_\_  
City and  
Street Address: 1401 W. Valencia Drive State/Province: Fullerton, CA  
Postal Code and  
Country: 92833, USA E-Mail Address: \_\_\_\_\_

6. **Payment and Term.** In consideration for the use of the SaaS, notification and/or support services (as applicable) during the Initial Term, the Customer will pay to Blackboard the fee(s) set forth above (the “Fee”). The annual total Fee for Period 1 will be invoiced on July 1, 2012 and is due within 30 days of invoicing. Thereafter, calculation of the aggregate

Annual Fee for subsequent years after the first year of the Initial Term will be \$2.75 per recipient per year based on the number of enrolled students in the Customer’s district for each year of the Initial Term. The term of this Agreement shall be renewed automatically for successive periods of one (1) year each (a “Renewal Term”) after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable. Each Renewal Term shall incorporate and be governed by Blackboard's then-current pricing, the applicable Fee for which will be due at the beginning of each Renewal Term, and payable within thirty (30) days after the date of an invoice from Blackboard.

7. **Terms of Service.** The terms of service at <https://secure.blackboard.com/legal/BBCTOS/0112/> (“Terms of Service”) are incorporated herein by reference, and together with this Order Form constitute the agreement between the parties (“Agreement”). Capitalized terms not otherwise defined are defined in the Terms of Service. By executing and returning this Order Form, Customer acknowledges and agrees that its use of the Blackboard Connect services specified herein is subject to, and governed by, all of the terms and conditions of this Agreement including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations set forth in the Terms of Service. The individual executing this Order Form on Customer’s behalf represents and warrants that he or she has the authority to enter into this Agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Terms of Service incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

8. **SPECIAL CONDITIONS (IF ANY):**

**Blackboard Connect with Engage Service.** The Customer may use the *Blackboard Connect with Engage* service pursuant to this Section 2. *Blackboard Connect with Engage* will enable teachers to send pre-recorded telephone comments to parents of students in a designated language. Blackboard Connect will provide support to a designated administrator (“Teacher Champion”) at the Customer institution. The Teacher Champion will in turn support the teachers using the *Blackboard Connect with Engage* service.

**Blackboard Connect Inc.**

**NAME OF CUSTOMER: Fullerton School District**

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**Signature**  
**Print Name and Title:**  
**Date:**  
**Address:** Blackboard Inc.  
 650 Massachusetts Ave NW,  
 6th Floor  
 Washington, D.C. 20001  
 Attn: Caryn Pinto  
**Phone Number:** (001) 202-463-4860 ext 2953  
**Fax Number:** (001) 818-450-0425

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**Signature**  
**Print Name and Title:**  
**Date:**  
**Address:** 1401 W. Valencia Drive  
 Fullerton, CA 92833  
**Contact for Notices:** Kathy Ikola  
**Phone Number:**  
**Fax Number:**  
**Contact Email:**

#

DISCUSSION/ACTION ITEM

**DATE:** June 5, 2012  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**PREPARED BY:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **ADOPT RESOLUTION #11/12-28 RESERVING THE RIGHT TO NEGOTIATE A REDUCTION IN SALARIES AND/OR WORK YEAR FOR THE 2012/2013 SCHOOL YEAR FOR ALL EMPLOYEES**

Background: Fullerton School District anticipates severe budgetary concerns requiring reductions and adjustments for 2012/2013. In order to help meet the 3% reserve requirement and maintain fiscal solvency, the District is actively negotiating a reduction in work year and/or salary that may require adjustments in salary schedules and/or work calendars after July 1, 2012.

Rationale: Additional adjustments to employees' compensation and work year calendars may be required after July 1, 2012, requiring all employees to receive notice of the potential change in the established 2012/2013 work year and salary schedule as set forth in Government Code section 3540.

Funding: Not applicable.

Recommendation: Adopt Resolution #11/12-28 reserving the right to negotiate a reduction in salaries and/or work year for the 2012/2013 school year for all employees.

MLD:nm  
Attachment

**FULLERTON SCHOOL DISTRICT**

**RESOLUTION #11/12-28 RESERVING THE RIGHT TO NEGOTIATE A REDUCTION IN SALARIES AND/OR WORK YEAR FOR THE 2012/2013 SCHOOL YEAR FOR ALL EMPLOYEES**

WHEREAS, the State of California is projecting a State budget shortfall for the 2012/2013 fiscal year;

WHEREAS, the State of California may be proposing a reduction in State support for K-12 public schools in the 2012/2013 fiscal year;

WHEREAS, as a result of these unprecedented cutbacks in State funding, the Fullerton School District may be required to reduce its 2012/2013 budget in the additional amount of approximately \$5.9 million;

WHEREAS; employee salaries and benefits are approximately 82% of the District budget;

WHEREAS; due to the uncertainty of the law, the Board of Trustees of the Fullerton School District wishes to reserve its right to negotiate and/or enact salary reductions for management, certificated, and classified employees for the 2012/2013 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Fullerton School District does hereby:

- 1) Find that it may be necessary to negotiate a reduction in salaries for certificated and classified employees for the 2012/2013 fiscal year.
- 2) Reserve its right to initiate negotiations under the State's collective bargaining laws, Government Code section 3540 et seq., to reduce certificated and classified salaries for the 2012/2013 fiscal year.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District on this 5th day of June 2012.

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Hilda Sugarman, Board President

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Janny Meyer, Clerk of the Board

DISCUSSION/ACTION ITEM

**DATE:** June 5, 2012  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**SUBJECT:** **ADOPT RESOLUTION #11/12-29 CALLING FOR BOARD OF TRUSTEES' ELECTION TO BE HELD ON NOVEMBER 6, 2012**

Background: In accordance with Education Code section 5340, a consolidated election is required in the Fullerton School District this year.

The Orange County Department of Education has requested that the Board of Trustees adopt a Resolution informing the Orange County Superintendent of Schools of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on November 6, 2012. The Fullerton School District Board of Trustees must serve the County Superintendent with the Resolution no later than June 15, 2012.

Rationale: Terms of office for Board Members Hilda Sugarman and Lynn Thornley will expire on December 7, 2012.

Funding: The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned. A portion of the cost of the election for 2012/2013 is budgeted in the General Fund.

Recommendation: Adopt Resolution #11/12-29 calling for Board of Trustees' election to be held on November 6, 2012.

Attachments

RESOLUTION #11/12-29

Excerpt from the Journal of the Board of Trustees of the Fullerton School District of Orange County, State of California, for a Regular Board Meeting held on the 5th day of June 2012, at 6:00 p.m., at which the following members were:

PRESENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

On motion of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, a Resolution and Order of Election and Specifications of the Election Order was adopted by the following vote:

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

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

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

Certified a correct copy this 5th day of June 2012.

\_\_\_\_\_  
Janny Meyer, Clerk

FULLERTON SCHOOL DISTRICT  
RESOLUTION #11/12-29 AND ORDER OF BIENNIAL TRUSTEE ELECTION AND  
SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of the Governing Board members is ordered by law pursuant to section 5000 of the Education Code to fill the office of members whose terms expire on December 7, 2012, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code sections 5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board election to be held on Tuesday, November 6, 2012.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code sections 5340 and 5342.

Dated this 5th day of June 2012.

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Janny Meyer, Clerk

DISCUSSION/ACTION ITEM

**DATE:** June 5, 2012  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent  
**SUBJECT:** **APPROVE ADDITION OF A REGULAR BOARD MEETING DATE TO THE 2012 BOARD MEETING CALENDAR**

Background: At the Organizational Board Meeting on December 13, 2011, the Board of Trustees established the dates for the Regular Board meetings for the calendar year 2012. At the May 22, 2012 Board Meeting, President Sugarman requested adding Tuesday, June 19, 2012 as a Regular Board Meeting date to the 2012 Board Meeting Calendar.

Rationale: The request to add a Regular Board Meeting, Tuesday, June 19, 2012, to the Board Meeting Calendar is due to the pending appointment of a new District Superintendent.

Funding: Not applicable.

Recommendation: Approve addition of a regular Board Meeting date to the 2012 Board Meeting Calendar.

MH:ki

**FULLERTON SCHOOL DISTRICT  
PUBLIC HEARING-TIER III CATEGORICAL FUNDING AS REQUIRED BY EDUCATION CODE SECTION 42605  
ESTIMATED FY 2012/2013**

<b>Program*</b>	<b>SACS (old) Resource Code</b>	<b>Cost Center</b>	<b>2012/2013 Estimated Amount</b>	<b>Proposed Use</b>
Gifted and Talented Education (GATE)	7140	115	\$89,192.00	Support of GATE Program and General Education Purpose
Supplemental Hourly Programs	0	117	\$545,457.00	Interventions and General Education Purpose
School Library Improvement Block Grant	7395	304	\$1,053,193.00	General Education Purpose
California Peer Assistance Review Program for Teachers	7271	306	\$48,548.00	Support of PAR Program and General Education Purpose
Arts & Music Block Grant	6760	316	\$183,077.00	Support of Music and Arts Program and General Education Purpose
Supplemental School Counseling, Grades 7-12	7080	326	\$186,133.00	General Education Purpose
Professional Development Block Grant	7393	327	\$592,394.00	General Education Purpose
Targeted Instructional Improvement Block Grant	7394	328	\$899,088.00	General Education Purpose
Physical Education Teacher Incentive Grant	6258	341	\$176,108.00	Support of PLC's and General Education Purpose
Community Based English Tutoring (CBET)	6285	343	\$120,784.00	Support of CBET Program and General Education Purpose
School Safety and Violence Prevention	6405	352	\$55,243.00	General Education Purpose
Teacher Credentialing Block Grant	7392	355	\$205,470.00	Support of BTSA Program and General Education Purpose
Staff Development Math & Reading	7294/6	356	\$117,242.00	General Education Purpose
Pupil Retention Block Grant	7390	362	\$4,348.00	General Education Purpose
Instructional Materials Realignment, IMFRP	7156	380	\$751,019.00	Instructional Materials and General Education Purpose
Oral Health Assessment	0	509	\$9,873.00	General Education Purpose
National Board Certification Teacher Incentive	6267	518	\$3,355.00	Support of NBCI Program and General Education Purpose
Deferred Maintenance	6205	533	\$489,001.00	General Education Purpose
<b>Total</b>			<b>\$5,529,525.00</b>	

\*Note: No Tier III programs are proposed to be closed.

ADMINISTRATIVE REPORT

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA), CHAPTER 130, PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL DISTRICT FOR 2012/2013

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

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented ("sunshined"). This proposal was sunshined on May 22, 2012.

Funding: Not applicable.

Recommendation: California School Employees Association (CSEA), Chapter 130, proposal to negotiate with Fullerton School District for 2012/2013.

MLD:nm  
Attachment

Initial Successor Agreement Proposal of  
**California School Employees Association**  
Fullerton Elementary Chapter 130  
May 07, 2012

In compliance with CSEA's agreed upon language between CSEA and the Fullerton School District, CSEA intends to negotiate the following articles:

**Article 4: Organizational Rights**

4.1.6.1 – Notwithstanding the foregoing, the Association President and/or Designee shall receive up to twenty-five (25) hours per month to conduct Association business.

**Article 6: Pay and Allowances**

6.1 – The classified salary schedule shall remain as set forth in the Agreement for fiscal 2012/2013. Nothing in this section shall preclude the Association from proposing salary schedule increases in the event economic conditions provide for such increases.

6.10 – Out-of-Classification – Compensation: An employee who is required to perform duties inconsistent with those assigned to the employees position for a period of more than five working days in any fifteen day period shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside the normal assignment.

**Article 8: Health Insurance**

8.1 – The Association has an interest in maintaining the current employee and District contribution levels and plan designs for the duration of the Agreement.

8.1.2 – Current employees enrolled in the PPO shall retain this option, however, this option shall not be available for new enrollees.

8.1.3 – AMEND LANGUAGE TO DELETE “PPO”

8.9 – The Association has an interest in negotiating an alternative dental plan independently of simultaneous negotiations.

**Article 10: Holidays**

10.6 – Effective July 1, 2012 and thereafter each employee shall receive an additional floating holiday. The day off shall be determined by mutual agreement between the employee and his/her supervisor. This paid leave will not be cumulative from year to year.

**Article 11: Vacations**

**11.6 – Paragraph 2 AMENDED AS FOLLOWS:**

“Employees will submit a written request at least ten (10) working days prior to the desired vacation period. Management will respond within five (5) working days. Vacation requests submitted with less than ten (10) days prior notification may still be granted subject to supervisor’s approval. Vacation requests shall not be unreasonably denied. When a vacation request is denied, the reason will be stated in writing.”

**Article 12: Leaves**

12.8 – All employees shall be granted one (1) paid leave day per school year. The day off will be determined by mutual agreement between the employee and his/her supervisor. The paid leave day will not be cumulative from year to year.

**Article 13: Transportation**

**13.2 – Amend the last sentence of a fixed route to the following:**

A fixed route shall include at least a morning run and an afternoon run and may also include a midday run, or therapy run.

**Article 21: Release Time For Negotiations**

**21.2 – Amend language:**

CSEA shall have the right to designate a ~~five (5)~~ **six (6)** member bargaining team who shall be given reasonable release time for the purpose of negotiating with the public school employer.

**Article 27: Duration**

27.1 – This Agreement shall become effective July 1, 2012 through June 30, 2015.

**All other provisions of the collective agreement in force to June 30, 2012 shall remain in full force and effect and shall be incorporated within the provisions of the successor Agreement.**

**The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.**

ADMINISTRATIVE REPORT

**DATE:** June 5, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** FIRST READING OF NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policies need to be added or revised to reflect current laws and practice:

New:  
Students  
BP 5131.2 Anti-Bullying

Revised:  
Students  
BP 5145.3 Nondiscrimination/Harassment

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification and propose revisions prior to approval of these policies at the June 26<sup>th</sup> Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm  
Attachments

**Fullerton School District  
Board Policy  
Anti-Bullying**

**DRAFT**

**BP 5131.2**

**Students  
Approved:**

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

**Bullying Prevention**

To the extent possible, District and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The District may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and/or cafeterias.

**Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

### **Complaints and Investigation**

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

### **Discipline**

Any student who engages in bullying on school premises, or off campus, in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with District policies and regulations.

#### Legal Reference:

##### EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

##### PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

##### UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

##### COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

**Fullerton School District  
Board Policy  
Nondiscrimination/Harassment**

**DRAFT**

**BP 5145.3**

**Students**

**Approved: June 10, 2005**

**Revised:**

District programs and activities shall be free from discrimination, including harassment **and bullying**, with respect to the actual or perceived ethnic group **identification**, religion, gender, **gender identity**, **gender expression**, **sex**, **marital status**, **parental status**, color, race, ancestry, national origin, and physical or mental disability, age or sexual orientation; **the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.**

The Board of Trustees shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.

The schools shall provide male and female students with separate sex education classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their **sex**, gender, race, **religion**, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.

The Board prohibits unlawful discrimination, intimidation, harassment or bullying of any student by any employee, student or other person in the District. Staff shall be alert and immediately responsive to student conduct, which may interfere with another student's ability to participate in or benefit from school services, activities or privileges. **In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)**

**Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.**

**The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.**

**The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the District's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.**

**In providing instruction, guidance, supervision, or other services to District students, employees and volunteers shall carefully guard against segregating or stereotyping students.**

**The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.**

Students who harass, intimidate or **bully** other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment, intimidation or bullying may be subject to disciplinary action, up to and including dismissal.

**The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the District's nondiscrimination policies:**

**Assistant Superintendent, Personnel Services  
1401 W. Valencia Drive  
Fullerton, CA 92833  
714-447-7450**

Any student who feels that he/she is being harassed, intimidated or **bullied should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint** ~~either the Superintendent or designee. If a situation involving harassment is not promptly remedied by the Superintendent or designee, a complaint may be filed with the Superintendent or designee who shall determine which complaint procedure is appropriate.~~

**Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.**

**Within 30 days of receiving the District's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.**

**The Superintendent or designee shall ensure that the student handbook clearly describes the District's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The District's policy shall also be posted on the District web site or any other location that is easily accessible to students.**

**When required pursuant to Education Code [48985](#), complaint forms shall be translated into the student's primary language.**

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination

[48900.3](#) Suspension or expulsion for act of hate violence

[48900.4](#) Suspension or expulsion for threats or harassment

[48904](#) Liability of parent/guardian for willful student misconduct

[48907](#) Student exercise of free expression

[48950](#) Freedom of speech

[48985](#) Translation of notices

[49020-49023](#) Athletic programs

[51500](#) Prohibited instruction or activity

[51501](#) Prohibited means of instruction

[60044](#) Prohibited instructional materials

CIVIL CODE

[1714.1](#) Liability of parents/guardians for willful misconduct of minor

## PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

## CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

## UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

## UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

## CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination of basis of sex

## COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4<sup>th</sup> 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

## MANAGEMENT RESOURCES:

### CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

### CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention – Laws and Regulations, April 2004

### FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

### NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, 2010

Notice of Non-Discrimination, January 1999

### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>