

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
Special Meeting of the Board of Trustees
Wednesday, January 9, 2013
5:30 p.m. Open Session
District Administration Offices 1401 W. Valencia Drive, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Berryman called a Special meeting of the Fullerton School District Board of Trustees to order at 5:31 p.m. and Yolanda McComb, Principal at Raymond School, led the pledge of allegiance.

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

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

President Berryman held a moment of silence in remembrance of the shooting victims of Sandy Hook Elementary in Newtown, Connecticut.

Introduction/Recognition

Chief Dan Hughes, Fullerton Police Department

Dr. Pletka presented a certificate of recognition to acting Police Chief Dan Hughes for his service and leadership to the Fullerton School District. Acting Police Chief Hughes spoke about the Fullerton Police Department School Lockdown Procedures and briefly discussed the different levels of school lockdowns (Level 1 "Alert", Level 2 "Caution" and Level 3 "Emergency"). He explained the Fullerton Police Department collaborates closely with the District regarding any type of security concern or emergency.

Information Items

- 1) District Safety Presentation (Assistant Superintendent of Business Services)
- 2) School Safety Presentation (Principal)

Susan Hume, Assistant Superintendent of Business Services, gave a District Safety Presentation. Trang Lai, Principal at Robert C. Fislser School, shared a School Safety Presentation.

The Board held discussion regarding their thoughts and concerns on safety and emergency preparedness. It was then decided by Dr. Pletka that the Board would receive a list of priority items to purchase with regards to emergency preparedness.

Adjournment

President Berryman adjourned the Special meeting on January 9, 2013 at 7:53 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, January 22, 2013
6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:03 p.m., and Girl Scout Brownies Troop #2399 from Beechwood School led the pledge of allegiance.

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

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

Public Comments – Policy (see above)

No comments.

Introductions/Recognitions

Julie Graham presented an iMovie regarding Beechwood School. Kate Strauss, President of *Team Beechwood* Foundation, announced the Foundation approved to purchase a 1-1 iPad's, in the Fall 2013, for 6th-8th grade.

Mark Douglas, Assistant Superintendent of Personnel Services, introduced Chanjira Luu, new Director of Classified Personnel, and briefly went over her qualifications. Mrs. Luu introduced her family that attended the Board meeting.

Dr. Mathew Barnett, Principal at Nicolas Junior High School, introduced Shital Desai (Science teacher). Mrs. Desai was honored as one of six finalists for the California League of Middle Schools Region 11 Educator of the Year award. President Berryman presented Mrs. Desai a certificate of recognition on behalf of the Board of Trustees and District.

Mark Douglas shared about the rigorous process of a teacher becoming Nationally Board Certified. Dr. Karen Whisnant, Principal at Acacia School, shared that Kristine Spencer (1st Grade teacher at Acacia) was recently awarded the honor of a National Board Certified teacher. President Berryman presented Ms. Spencer with a certificate of recognition on behalf of the Board of Trustees and District.

Mr. Jim Miller from McCoy Mills Ford was recognized for his ongoing financial contributions to the All the Arts for All the Kids Foundation. Lauralyn Eschner, District Visual and Performing Arts Coordinator and Director of All the Arts for All the Kids Foundation, presented Mr. Miller with a framed piece of student artwork.

Item #2a was addressed at this time.

Discussion/Action Item

2a. Hear presentation and accept the 2011/2012 Audit Report.

Jimmy Whittington, with the firm Nigro, Nigro & White, PC, presented and briefly discussed the 2011/2012 audit results. It was moved by Lynn Thornley, seconded by Hilda Sugarman, and carried 5-0 to accept the 2011/2012 Audit Report.

Superintendent's Report

Dr. Pletka attended the School Services of California (SSC) budget workshop on January 16, 2013. He reported that it was the first time SSC made no indication of the financial status with regards to the budget. Susan Hume, Assistant Superintendent of Business Services, briefly discussed the summary analysis of the Governor's Proposed 2013/2014 State Budget for California's schools.

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

DELAC- Veronica Moran reported that the recent DELAC meeting was held on January 18th at Valencia Park School and thanked Emy Flores (Principal at Valencia Park School) for being their host site. Alma Chavez reported that parents learned about English Learner reclassification and Common Core Standards; and the junior high administrators shared about their sites and student experience. Denise Victoria announced that the next DELAC meeting will be on March 22, 2013 at Raymond School from 9-11 a.m.

PTA- Vivien Moreno- She thanked Dr. Pletka for leading the first PTA/Principal/Foundation meeting that helped brainstorm ideas to benefit students. She reported that Orange County's PTA's report shows a decline in membership. PTA's are currently looking for dynamic new leaders at sites. Nominating committees are currently meeting and elections will be held in March. Twenty Fullerton students (ranging from Kindergarten to high school) moved forward to the 4th District PTA Reflections contest.

FETA – Karla Turner – She reported that it is another year filled with challenges; but due to the passage of Proposition 30, the cuts should be curtailed. CTA will be celebrating 150 years as an advocate for teachers, students, and making sure adequate education for those living in California. She spoke about John Swett who was the Founder of CTA and the fourth Superintendent of California's public instruction.

CSEA– Al Lacuesta – no report.

FESMA– Sherry Hoyt– She thanked everyone who participated in the Every Student Succeeding event that was held on January 10th. She announced that the OCSBA/ACSA Joint Dinner meeting would be held on February 13th.

Information from the Board of Trustees

Trustee Sugarman– She shared that the Mardi Gras For Autism fundraising event at Bourbon Street will be on February 9th from 10:00 am. to 4:30 p.m. with partial proceeds going to the Fullerton School District. Trustee Sugarman announced that Orange County Register has a new section that highlights events and programs for schools. Recently, Acacia School was highlighted for their shoe drive and *Donors Choose* for funding various school projects.

Trustee Thornley- She welcomed Chanjira Luu and congratulated Shital Desai and Kristine Spencer for their recognitions also. She congratulated the Business Department staff for a great audit report.

Trustee Thompson- no report.

Trustee Meyer- She thanked Chief Dan Hughes, Fullerton Police Department, for his presentation at the January 9th Special Board Meeting regarding emergency protocol. She congratulated the committee who planned the Every Student Succeeding honoring great students. Trustee Meyer thanked Sherry Hoyt, Principal at Commonwealth School, for giving her a school tour. She attended the Transformational Change in Education event in which Common Core Standards were discussed. Trustee Meyer judged and congratulated the talented Foods students at Ladera Vista Junior High School for their cake-decorating contest. She announced that tickets are still available for the Chinese dinner fundraiser supporting the Fullerton Education and Fullerton Technology Foundations. She wished everyone a great Staff Development Day on January 25th.

President Berryman – She shared that Orange County Register has a program that recognizes teachers and administrators who go above and beyond. Anyone can submit a story and pictures to the Register for a deserving individual. President Berryman and Dr. Pletka will attend Assemblymember Sharon Quirk-Silva's first Education Roundtable on January 25th. President Berryman shared that if a Board member or Principal has any concerns that need to be addressed with Assemblymember Quirk-Silva, such concern can be forward to President Berryman. She attended the CalGrip Committee Meeting and represents the Board of Trustees. The CalGrip Committee was recognized at a recent City of Fullerton meeting and President Berryman shared the certificate with the Board of Trustees.

Information Items

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

Administrative Report/Discussion Item

Dr. Pletka gave a presentation on the Mid-year Report on Board Annual Goals for 2012/2013. The Board thanked him for working with the sites on many innovative projects.

Approve Minutes

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve the minutes of the Regular meeting of December 11, 2012.

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 commented on Consent Item #1b and #1q.

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 G22C0089 through G22C0110, G22D0392 through G22D0500, G22M0115 through G22M0134, G22R0409 through G22R0478, G22T0003 through G22T0004, G22V0078 through G22V0093, G22X0341 through G22X0349, and G22Y0046 through G22Y0047 for the 2012/2013 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 150398 through 150542 for the 2012/2013 school year.
- 1e. Approve/Ratify warrants numbered 85844 through 86395 for the 2012/2013 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 9359 through 9414 for the 2012/2013 school year.
- 1g. Approve/Ratify Classified Personnel Reports.
- 1h. Approve Classified tuition reimbursements.
- 1i. Approve out-of-state conference for Opal School Visitation Days 2013 on January 30-31, 2013, in Portland, Oregon for Brenda Ramos and Matt Deemer.
- 1j. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2012 – December 31, 2012).
- 1k. Approve Independent Contractor Agreement between Fullerton School District and Daniela Arbizzi for Early Childhood Education Consultant Services at Maple, Orangethorpe and Richman Schools between January 23, 2013 and March 28, 2013.
- 1l. Approve/Ratify Student Teacher Agreement with California State University, Los Angeles (CSULA) effective January 1, 2013 to June 30, 2015.
- 1m. Adopt Resolutions numbered 12/13-B034 through 12/13-B037 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1n. Approve/Ratify warrant number 1084 for the 2012/2013 school year (District 40, Van Daele).
- 1o. Approve/Ratify warrant number 1130 for the 2012/2013 school year (District 48, Amerige Heights).
- 1p. Approve Independent Contractor Agreement between Fullerton School District and Action Learning Systems (ALS), Inc., to provide support for California Gateways Intensive Intervention Program from January 23, 2013 through May 31, 2013.
- 1q. Approve 2013 overnight educational tour/field study for fourth grade students to San Francisco, Sacramento, and other historical city locations for Fisler School on May 29-31, 2013.
- 1r. Approve Independent Contractor Agreement with Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide parenting classes and parent academic support training at Orangethorpe School for the 2012/2013 school year.
- 1s. Approve/Ratify Agreement (Year 3) between Fullerton School District and California State University, Fullerton, effective July 1, 2012 through June 30, 2013.
- 1t. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Deborah Neuhoff, Assistive Technology Consultant, for consultation services effective January 7, 2013 through June 30, 2013.

Discussion/Action Item

2a. Hear presentation and accept the 2011/2012 Audit Report.
Item previously addressed.

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

It was moved by Chris Thompson and seconded by Janny Meyer to place the topic of Student Discipline Procedures on a future agenda.

Adjournment

President Berryman adjourned the Regular meeting on January 22, 2013 at 8:20 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, February 19, 2013
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

- Superintendent Evaluation, Board Representative Beverly Berryman [Government Code section 54957.6].

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

Michael Salgado, Maple School (Pledge of Allegiance)

Public Comments/Persons Addressing the Board – Policy

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

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

Introductions/Recognitions

Clarence Hill, Personnel Commissioner
Maple School Report

Superintendent's Report

Information from the Board of Trustees

Public Comments – (Policy see above)

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Special meeting on January 9, 2013 and Regular meeting on January 22, 2013

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

Consent Items

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

staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered G22C0111 through G22C0125, G22D0501 through G22D0565, G22M0135 through G22M0147, G22R0479 through G22R0523, G22S0010 through G22S0012, G22T0005 through G22T0006, G22V0094 through G22V0099, G22X0350 through G22X0354, and G22Y0048 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150543 through 150577 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 86396 through 86658 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9415 through 9474 for the 2012/2013 school year.

1g. Approve out-of-state conference for Opal School Summer Conference on June 20-22, 2013, in Portland, Oregon for Marilee Cosgrove, Tania Ruiz and Joni David.

1h. Approve out-of-state conference for Boulder Journey School Summer Conference on July 17-19, 2013, in Boulder, Colorado for Marilee Cosgrove, Linda Jimenez-Martinez and Tania Ruiz.

1i. Approve/Ratify Nonpublic Agency (NPA) Master Contract between Fullerton School District and Gold Coast Youth Services and Transport, to provide mental health assessments and services from February 11, 2013 through June 30, 2013.

1j. Approve purchase of standard school supplies by Fullerton School District from Placentia-Yorba Linda Unified School District's Piggyback Bid No. 211-12.

1k. Approve/Ratify purchase order G48R0002 for the 2012/2013 fiscal year.

1l. Approve 2012/2013 Agreement for Provision of Orange County Friday Night Live Partnership (OCFNLP) Services Program at Laguna Road School – Agreement #39120 effective March 1, 2013.

1m. Adopt Resolutions numbered 12/13-B038 through 12/13-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.

1n. Approve/Ratify warrant number 1131 for the 2012/2013 school year (District 48, Amerige Heights).

1o. Approve/Ratify Classified Personnel Report.

1p. Approve Classified tuition reimbursements.

1q. Approve Independent Contractor Agreement with Fullerton School District and New Management, Inc., to provide professional development for teachers on March 20, 2013.

Discussion/Action Items

2a. Adopt Resolution #12/13-13 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, and 48).

2b. Approve Resolution #12/13-14 approving a Joint Community Facilities Agreement with the City of Fullerton and Standard Pacific Corp.

2c. Adopt Resolution #12/13-15 entitling Fullerton School District volunteers to workers' compensation benefits pursuant to Labor Code section 3364.5.

2d. Authorize Superintendent to initiate refinancing of Fullerton School District's special tax bonds.

Administrative Reports

3a. Approve Revision to the 2013/2014 Pupil Attendance Calendar.

3b. First Reading of Revised Board Policy 3530, Risk Management Insurance.

3c. First Reading of Revised Board Policy, 3553, Free and Reduced- Price Meals

Information/Discussion Item

Student Discipline Procedures

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, March 12, 2013, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: February 19, 2013

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s) and, resignation(s) and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 19, 2013

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Silvia Campos	Substitute Teacher	Employ	100	01/15/2013
Suzanne Jurgensen	Substitute Teacher	Employ	100	01/30/2013
Kacey Kim	Substitute Teacher	Employ	100	01/18/2013
Brittney Koski	Substitute Teacher	Employ	100	01/29/2013
Sarah Spero	Substitute Teacher	Employ	100	02/04/2013
Dominique Davila	Core/Ladera Vista	III/1	100	02/08/2013
Brittney Hewitt	Speech/ Student Support Services	III/1	142	01/07/2013
Denise Hurst	Program Coordinator II/ Student Support Services	IV/F	420	02/20/2013

RESIGNATION(S) AND LEAVES OF ABSENCE(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Susan Bojorquez	Kindergarten/Hermosa	Leave of Absence	01/29/13-03/01/13
Dianna Colby-Lohr	3 rd Grade/Woodcrest	Leave of Absence	11/14/12-12/31/12
Catherine Luther	Kindergarten/Acacia	Resign	02/15/2013

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on February 19, 2013.

Clerk/Secretary

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT**Gifts: February 19, 2013**

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Acacia Elementary School Foundation (Community Partner)	Monetary donation of \$3,801.45 for the school
Acacia	Kroger/Ralphs Grocery Company (Community Partner)	Monetary donation of \$74.82 for the school
Acacia	Momentum Dance & Performing Arts (Community Partner)	Monetary donation of \$400.00 for the school
Acacia	Scholastic Inc. (Community Partner)	Monetary donation of \$499.77 for the school
Acacia	Tritone Music Academy (Community Partner)	Monetary donation of \$184.00 for the school
Beechwood	Fullerton Rotary Foundation (Community Partner)	Monetary donation of \$559.00 for band
Commonwealth	Allianz Asset Management of America (Community Partner)	Monetary donation of \$8,000.00 for autism program
Commonwealth	Orange County Community Foundation (Community Partner)	Monetary donation of \$1,800.00 for field trips
District Office	Beckman Coulter Foundation (Community Partner)	Donation of 87 backpacks for Adventures in Science Program
District Office	McCoy Mills Ford (Community Partner)	Monetary donation of \$1,000.00 for All the Arts Program
District Office	Raytheon (Community Partner)	Monetary donation of \$4,000.00 for Adventures in Science Program
Fern Drive	Box Tops for Education (Community Partner)	Monetary donation of \$1,157.40 for the school
Fern Drive	Ju Oh (Parent)	Monetary donation of \$40.00 for the school
Fern Drive	Trust (U.P.S.) (Community Partner)	Monetary donation of \$40.00 for the school
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$411.25 for the school
Hermosa Drive	Fullerton Education Foundation (Community Partner)	Monetary donation of \$211.25 for kindergarten
Hermosa Drive	Fullerton Education Foundation (Community Partner)	Monetary donation of \$1,132.00 for 1 st grade
Hermosa Drive	Fullerton Education Foundation (Community Partner)	Monetary donation of \$2,000.00 for 5 th grade field trip

FULLERTON SCHOOL DISTRICT*Gifts: February 19, 2013*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Hermosa Drive	Mr. and Mrs. David Ressler (Parents)	Monetary donation of \$65.00 for 6 th grade
Laguna Road	Fullerton Education Technology (Community Partner)	Monetary donation of \$930.00 for speed stacks
Laguna Road	The Grewal Family (Parents)	Monetary donation of \$2,000.00 for class enrichment
Maple	Michael and Clare Johnson (Community Partners)	Monetary donation of \$40.00 for the school
Maple	Boxtops for Education (Community Partners)	Monetary donation of \$114.40 for the school
Orangethorpe	Lifetouch National School Studios (Community Partner)	Monetary donation of \$791.73 for the school
Parks J.H.	Edison International (Community Partner)	Monetary donation of \$250.00 for yearbooks
Parks J.H.	Scholarship America (Community Partner)	Monetary donation of \$700.00 for field trip
Raymond	Raymond PTA	Monetary donation of \$750.00 for garden
Raymond	Raymond PTA	Monetary donation of \$188.20 for school carnival
Raymond	Target/Scholarship America (Community Partner)	Monetary donation of \$700.00 for field trip
Richman	Lifetouch Portraits (Community Partner)	Monetary donation of \$804.33 for the school
Rolling Hills	Rolling Hills Education Foundation (Community Partner)	Monetary donation of \$3,000.00 for the school
Rolling Hills	Rolling Hills Education Foundation (Community Partner)	Monetary donation of \$10,000.00 for the school
Rolling Hills	Scholarship America Target (Community Partner)	Monetary donation of \$700.00 for the school
Rolling Hills	Tanaka Farms (Community Partner)	Monetary donation of \$373.00 for the school
Sunset Lane	Fullerton Education Foundation (Community Partner)	Monetary donation of \$466.94 for 1 st grade
Sunset Lane	Fullerton Education Foundation (Community Partner)	Monetary donation of \$560.00 for 2 nd grade
Sunset Lane	Fullerton Education Foundation	Monetary donation of \$225.00 for 2 nd grade

FULLERTON SCHOOL DISTRICT***Gifts: February 19, 2013***

<u>SCHOOL/SITE</u>	<u>DONOR</u> (Community Partner)	<u>DESCRIPTION</u>
Sunset Lane	Fullerton Education Foundation (Community Partner)	Monetary donation of \$600.00 for 5 th grade
Sunset Lane	Fullerton Tech Foundation (Community Partner)	Monetary donation of \$9,000.00 for Kinder iPad Literacy Program
Sunset Lane	Sunset Lane Education Foundation (Community Partner)	Monetary donation of \$273.37 for the school
Valencia Park	Apple Inc. (Community Partner)	Monetary donation of \$411.25 for the school
Valencia Park	Food 4 Less (Community Partner)	Monetary donation of \$72.39 for the school

CONSENT ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED G22C0111 THROUGH G22C0125, G22D0501 THROUGH G22D0565, G22M0135 THROUGH G22M0147, G22R0479 THROUGH G22R0523, G22S0010 THROUGH G22S0012, G22T0005 THROUGH G22T0006, G22V0094 THROUGH G22V0099, G22X0350 THROUGH G22X0354, AND G22Y0048 FOR THE 2012/2013 FISCAL YEAR.

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered G22C0111 through G22C0125, G22D0501 through G22D0565, G22M0135 through G22M0147, G22R0479 through G22R0523, G22S0010 through G22S0012, G22T0005 through G22T0006, G22V0094 through G22V0099, G22X0350 through G22X0354, and G22Y0048 for the 2012/2013 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/19/2013

FROM 01/05/2013 TO 01/28/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22C0111	AUTISM CONFERENCES OF AMERICA	225.00	225.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
G22C0112	COMPUTER USING EDUCATORS INC	2,000.00	2,000.00	0130222101 5210	Econ Impact Aid Pacific Drive / Conferences and Meetings
G22C0113	COMPUTER USING EDUCATORS INC	750.00	250.00	0130417103 5210	SLIP Instruction Ladera Vista / Conferences and Meetings
			500.00	0130655223 5210	Peer Assistance Review Prog / Conferences and Meetings
G22C0114	CALIFORNIA ASSOCIATION FOR	2,085.00	2,085.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
G22C0115	COMPUTER USING EDUCATORS INC	1,000.00	800.00	0121229101 5210	Title I Woodcrest Instruction / Conferences and Meetings
			200.00	0130655223 5210	Peer Assistance Review Prog / Conferences and Meetings
G22C0116	COMPUTER USING EDUCATORS INC	1,610.00	610.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
			1,000.00	0130655223 5210	Peer Assistance Review Prog / Conferences and Meetings
G22C0117	ORANGE CNTY DEPARTMENT OF EDUC	2,875.00	1,125.00	0121752101 5210	Teacher Quality Instruction / Conferences and Meetings
			1,750.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
G22C0118	DEVELOPMENTAL RESOURCES	298.00	298.00	0130426103 5210	SLIP Instruction Rolling Hills / Conferences and Meetings
G22C0119	SAN DIEGO COUNTY OFFICE OF EDU	40.00	40.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
G22C0120	COMPUTER USING EDUCATORS INC	1,920.00	710.00	0122415101 5210	Title III Limited Engl Golden / Conferences and Meetings
			1,210.00	0130215101 5210	Econ Impact Aid Golden Hill / Conferences and Meetings
G22C0121	CALIFORNIA ASSOCIATION FOR GIF	320.00	320.00	0111555213 5210	Gifted Talented Ed Supervision / Conferences and Meetings
G22C0122	CALIFORNIA CHILD DEVELOPMENT	235.00	235.00	0100000000 9330	Unrestricted / Prepaid Expenditures
G22C0123	SOUTHERN CALIFORNIA PUBLIC	158.00	158.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
G22C0124	PORTLAND CHILDREN'S MUSEUM	500.00	250.00	1208513271 5210	Childcare Admin Fern Drive / Conferences and Meetings
			250.00	1220652211 5210	Federal PreSchool Match Superv / Conferences and
G22C0125	TURN THE PAGE PRESS INC	1,500.00	1,500.00	0100000000 9330	Unrestricted / Prepaid Expenditures
G22D0501	LOGICAL CHOICE TECHNOLOGIES	349.72	349.72	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
G22D0502	DAISY IT	831.76	831.76	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
G22D0503	ACCURATE LABEL DESIGNS INC	294.18	294.18	0130416103 4310	SLIP Instruction Hermosa Drive / Materials and Supplies
G22D0504	SCHOOL NURSE SUPPLY INC	48.83	48.83	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr

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G22D0505	AMAZON.COM	48.78	48.78	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
G22D0506	AMAZON.COM	261.99	261.99	1220652101 4310	Federal PreSchool Match Instr / Materials and Supplies
G22D0507	AMAZON.COM	108.30	108.30	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
G22D0508	DAISY IT	1,178.34	1,178.34	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
G22D0509	DAISY IT	387.01	387.01	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22D0510	AMAZON.COM	244.62	244.62	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
G22D0511	CARSON DELLOSA PUBLISHING COMP	43.64	43.64	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
G22D0512	AMAZON.COM	64.28	64.28	1220652101 4310	Federal PreSchool Match Instr / Materials and Supplies
G22D0513	AMAZON.COM	47.68	47.68	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
G22D0514	APPLE COMPUTER INC.	436.92	436.92	0144227101 4310	Donations Sunset Lane / Materials and Supplies Instr
G22D0515	DAISY IT	228.90	228.90	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr
G22D0516	AMAZON.COM	32.35	32.35	0144227101 4310	Donations Sunset Lane / Materials and Supplies Instr
G22D0517	GOV CONNECTION	170.64	170.64	0144213109 4310	Technology Donations Fern Dr. / Materials and Supplies
G22D0518	SCHOOL SPECIALTY	545.99	545.99	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
G22D0519	NASCO WEST INC	68.04	68.04	0110223159 4310	Foods Parks Jr High / Materials and Supplies Instr
G22D0520	DISCOUNT SCHOOL SUPPLY	464.56	464.56	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
G22D0521	JOSEPHSON INSTITUTE	431.87	431.87	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
G22D0522	LATINO FAMILY LITERACY PROJECT	81.00	81.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
G22D0523	S&S WORLDWIDE INC	283.96	283.96	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
G22D0524	AMAZON.COM	384.37	76.88 307.49	1208127101 4310 1231152101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr Pre K Famly Lit Support Instr / Materials and Supplies Instr
G22D0525	AMAZON.COM	575.04	575.04	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
G22D0526	AMAZON.COM	261.93	261.93	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
G22D0527	BRAINPOP LLC	2,095.00	2,095.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr

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G22D0528	B AND H PHOTO VIDEO INC	1,804.25	1,804.25	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
G22D0529	ZZOUNDS MUSIC	1,669.88	1,669.88	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
G22D0530	ARTFELT PUPPET SYSTEM	2,762.00	690.50	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			2,071.50	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
G22D0531	CDW.G	1,273.36	636.68	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
			636.68	0130415103 4310	SLIP Instruction Golden Hill / Materials and Supplies Instr
G22D0532	AMAZON.COM	500.47	253.23	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
			247.24	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
G22D0533	MULTIPLE MEASURES LLC	500.00	500.00	0130252101 4310	Econ Impact Aid Instruct Distr / Materials and Supplies Instr
G22D0534	LAKESHORE LEARNING	392.62	392.62	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
G22D0535	IXL MEMBERSHIP SERVICES	398.00	398.00	0122411101 4310	Title III Limited Engl Beechwd / Materials and Supplies
G22D0536	SUZUKI CORPORATION	62.48	62.48	0130426103 4310	SLIP Instruction Rolling Hills / Materials and Supplies Instr
G22D0537	CDW.G	477.51	477.51	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
G22D0538	MATH OLYMPIADS	994.80	994.80	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
G22D0539	LEGO EDUCATION	2,344.65	2,344.65	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
G22D0540	CDW.G	542.31	542.31	0130426103 4310	SLIP Instruction Rolling Hills / Materials and Supplies Instr
G22D0541	APPLE COMPUTER INC.	105.84	105.84	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
G22D0542	DAISY IT	193.82	193.82	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
G22D0543	DAISY IT	135.00	135.00	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
G22D0544	FISHER SCIENCE EDUCATION	40.70	40.70	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
G22D0545	CANNON SPORTS INC	563.37	310.65	0107423101 4310	Sports Prog Instr Parks / Materials and Supplies Instr
			252.72	0110223129 4310	Physical Education Parks Jr Hi / Materials and Supplies Instr
G22D0546	SUPPLY MASTER	795.96	795.96	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
G22D0547	DAISY IT	988.06	988.06	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
G22D0548	DEMCO INC	1,445.99	151.47	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr

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G22D0548	*** CONTINUED ***				
			1,294.52	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
G22D0549	GOV CONNECTION	75.26	75.26	0130418103 4310	SLIP Instruction Laguna Road / Materials and Supplies
G22D0550	AMAZON.COM	178.08	178.08	0111922101 4310	Phelps Grant Pacific Dr / Materials and Supplies Instr
G22D0551	APPLE COMPUTER INC.	264.60	264.60	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
G22D0552	PEACHTREE BUSINESS PRODUCTS	743.48	743.48	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr
G22D0553	CDW.G	320.76	320.76	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
G22D0554	AMAZON.COM	1,038.78	1,038.78	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
G22D0555	DIGITAL NETWORKS GROUP INC	574.64	574.64	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
G22D0556	ALL AMERICAN PARTY RENTALS	514.48	514.48	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22D0557	DAISY IT	665.50	665.50	0110223179 4310	Video Art Production Parks / Materials and Supplies Instr
G22D0558	OFFICE DEPOT BUSINESS SERVICE	265.64	265.64	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
G22D0559	DAISY IT	318.91	124.14	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
			194.77	0130211101 4310	Econ Impact Aid Beechwood / Materials and Supplies Instr
G22D0560	KATIE'S CREATIVE GIFTS	194.40	194.40	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22D0561	AMAZON.COM	154.87	154.87	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
G22D0562	LAKESHORE LEARNING	378.84	378.84	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
G22D0563	LAKESHORE LEARNING	378.84	378.84	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
G22D0564	AMAZON.COM	212.49	212.49	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr
G22D0565	MARZANO RESEARCH LABORATORY	82.48	82.48	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
G22M0135	SSD ALARM SYSTEMS	516.13	516.13	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0136	M DAVIS PLUMBING AND	190.00	190.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
G22M0137	SHIFFLER EQUIPMENT SALES	54.12	54.12	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0138	GEARY PACIFIC SUPPLY	8,236.08	8,236.08	0153453819 4363	Vandalism / Materials and Supplies Repairs

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G22M0139	LENNOX INDUSTRIES INC	432.00	432.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0140	GEARY PACIFIC SUPPLY	6,150.60	6,150.60	0153453819 4363	Vandalism / Materials and Supplies Repairs
G22M0141	AMERICAN FIRE SAFETY	121.88	121.88	0153453819 4363	Vandalism / Materials and Supplies Repairs
G22M0142	SCOTT OVERHEAD DOORS AND DOCK	2,626.56	2,626.56	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
G22M0143	LAURENCE COMPANY, C R	60.25	60.25	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0144	CUSTOM DESIGN UNIFORM CO	290.64	290.64	0154253829 4362	Custodial Discretionary / Supplies Uniforms
G22M0145	INTEGRITY ELECTRIC	2,150.00	2,150.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
G22M0146	LOWES HIW INC	475.14	475.14	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0147	GANAHL LUMBER	111.78	111.78	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22R0479	FULLERTON TECHNOLOGY	12,000.00	12,000.00	0107557101 4310	District Donation Instruction / Materials and Supplies Instr
G22R0480	ALL THE ARTS FOR ALL THE KIDS	12,000.00	12,000.00	0107557101 4310	District Donation Instruction / Materials and Supplies Instr
G22R0481	AMERICAN RED CROSS	317.86	317.86	0150954101 4310	Oral Health Assessment Program / Materials and Supplies
G22R0482	DAISY IT	742.63	742.63	0152757789 4350	Administrative Assistant DC / Materials and Supplies
G22R0483	ARELLANO, JEANNETTE	119.00	119.00	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies
G22R0484	WESTERN PSYCHOLOGICAL SERVICES	1,099.76	1,099.76	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
G22R0485	CDW.G	686.06	686.06	0142054201 4350	Special Ed Administration / Materials and Supplies Office
G22R0486	CASTILLO, YOLANDA	84.00	84.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
G22R0487	LA HABRA HIGH SCHOOL	545.00	545.00	0111610101 5850	Donation Instr Acacia / Admission Fees
G22R0488	EXPLORELEARNING	1,995.00	1,995.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
G22R0489	CDW.G	66.88	66.88	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
G22R0490	B AND H PHOTO VIDEO INC	540.15	540.15	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
G22R0491	SELF INSURANCE PLANS	10,738.93	10,738.93	6852458741 5899	Workers Comp Admin / Other Expenses
G22R0492	PEARSON ASSESSMENT INC	55.20	55.20	0111555103 4310	Gifted and Talented Education / Materials and Supplies
G22R0493	CDW.G	166.51	166.51	0140155239 4350	Curriculum Development Discret / Materials and Supplies

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G22R0494	HALKYARD, DANIEL	227.50	105.00	0110217119 4310	Performing Arts Ladera Vista / Materials and Supplies Instr
			122.50	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
G22R0495	AMTRAK GROUP SALES	1,602.80	1,602.80	0109411102 5899	Foundation Instr Beechwood / Other Expenses
G22R0496	DAILY JOURNAL CORPORATION	421.60	421.60	0140955259 5902	Information Systems ServicesDC / Communications
G22R0497	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
G22R0498	APPLE COMPUTER INC.	7,809.36	7,809.36	0152657719 4350	Superintendent Discret / Materials and Supplies Office
G22R0499	MISSION SAN JUAN CAPISTRANO	1,080.00	1,080.00	0111610101 5850	Donation Instr Acacia / Admission Fees
G22R0500	PEARSON ASSESSMENT INC	37.24	37.24	0111555103 4310	Gifted and Talented Education / Materials and Supplies
G22R0501	OFFICE DEPOT BUSINESS SERVICE	170.07	170.07	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
G22R0502	GENERAL BINDING CORP	345.00	345.00	0130426103 5640	SLIP Instruction Rolling Hills / Repairs by Vendors
G22R0503	LAM, DEVI	73.69	73.69	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
G22R0504	AT&T MOBILITY	142.61	142.61	0132952271 4350	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Off
G22R0505	GAER, RUTH	90.51	90.51	0110223162 4310	Needlecraft Parks Jr High / Materials and Supplies Instr
G22R0506	AMAZON.COM	124.36	124.36	0109555271 4350	Beckman Science Administration / Materials and Supplies
G22R0507	AMAZON.COM	307.23	307.23	0140155239 4350	Curriculum Development Discret / Materials and Supplies
G22R0508	VERIZON WIRELESS	16.00	16.00	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
G22R0509	AMTRAK GROUP SALES	1,390.00	1,390.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
G22R0510	ACOSTA, MARLEEN	180.00	180.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
G22R0511	LAM, DEVI	15.98	15.98	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
G22R0512	ZARAGOZA, RACHEL	151.03	151.03	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
G22R0513	BARNETT, DR MATHEW	153.79	153.79	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
G22R0514	EYRE, GABRIELA	302.17	302.17	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0515	NATIONAL AUSTISM RESOURCES INC	330.16	330.16	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
G22R0516	ROWATT, MARCEL	204.00	204.00	0111621101 5850	Donation Instr Orangethorpe / Admission Fees

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G22R0517	FULLERTON OBSERVER	128.00	128.00	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
G22R0518	APPLE COMPUTER INC.	298.08	298.08	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
G22R0519	THERAPRO	664.98	664.98	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
G22R0520	DISCOVERY SCIENCE CENTER	1,080.00	1,080.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
G22R0521	LAKESHORE LEARNING	837.48	837.48	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
G22R0522	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
G22R0523	WESTMINSTER SCHOOL DISTRICT	28,277.57	28,277.57	0109555101 4310	Beckman Science Instructional / Materials and Supplies
G22S0010	BANGKIT USA INC	20,962.80	20,962.80	0100000000 9320	Unrestricted / Stores
G22S0011	HENRY SCHEIN INC	693.90	693.90	0100000000 9320	Unrestricted / Stores
G22S0012	SOUTHWEST SCHOOL SUPPLY	729.00	729.00	0100000000 9320	Unrestricted / Stores
G22T0005	CUSTOM DESIGN UNIFORM CO	1,045.39	501.79	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
			543.60	0156656369 4362	Transportation Special Ed DC / Supplies Uniforms
G22T0006	JACK X CHANGE	499.59	208.53	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
			291.06	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
G22V0094	APPLE COMPUTER INC.	2,910.55	391.99	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
			1,871.64	0130219101 6410	Economic Impact Aid Maple / New Equip Less Than
			646.92	0130419103 6410	SLIP Instruction Maple / New Equip Less Than \$10,000
G22V0095	APPLE COMPUTER INC.	3,193.50	114.00	0130417103 4310	SLIP Instruction Ladera Vista / Materials and Supplies Instr
			3,079.50	0130417103 6410	SLIP Instruction Ladera Vista / New Equip Less Than
G22V0096	B AND H PHOTO VIDEO INC	1,917.00	1,917.00	0141655101 6410	Fine Arts Donations Instr / New Equip Less Than \$10,000
G22V0097	APPLE COMPUTER INC.	2,803.84	106.00	0134352273 4350	Community Base Engl Tutor Adm / Materials and Supplies
			2,697.84	0134352273 6410	Community Base Engl Tutor Adm / New Equip Less Than
G22V0098	APPLE COMPUTER INC.	3,573.28	878.68	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			2,694.60	0121222101 6410	Title I Pacific Drive Instr / New Equip Less Than \$10,000
G22V0099	APPLE COMPUTER INC.	13,091.52	651.00	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
			10,663.92	0140955259 6410	Information Systems ServicesDC / New Equip Less Than

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BOARD OF TRUSTEES MEETING 02/19/2013**

FROM 01/05/2013 TO 01/28/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22V0099	*** CONTINUED ***				
			1,776.60	0144157109 4310	Dist Laptop Prog Instr / Materials and Supplies Instr
G22X0350	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	0134012101 4310	EISS Instruction Commonwealth / Materials and Supplies
G22X0352	DOCTORS, SHEILA	2,500.00	2,500.00	0142054201 5805	Special Ed Administration / Consultants
G22X0353	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	0134012101 4310	EISS Instruction Commonwealth / Materials and Supplies
G22X0354	COSTCO WHOLESALE	500.00	500.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
G22Y0048	A 1 TRANSMISSION AND SUPPLY	200.00	100.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			100.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
		Fund 01 Total:	197,105.83		
		Fund 12 Total:	5,767.80		
		Fund 14 Total:	2,150.00		
		Fund 68 Total:	10,738.93		
	Total Amount of Purchase Orders:		215,762.56		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **02/19/2013**

FROM 01/05/2013 TO 01/28/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22D0495	DISCOUNT SCHOOL SUPPLY	53.61	+9.13	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22M0127	SHIFFLER EQUIPMENT SALES	98.08	+11.22	0153453819 4363	Vandalism / Materials and Supplies Repairs
G22R0453	AMAZON.COM	156.23	-5.38	0110223179 4310	Video Art Production Parks / Materials and Supplies Instr
G22R0454	GRAYBAR ELECTRIC COMPANY	365.69	+50.55	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
G22V0091	RIFTON EQUIPMENT	2,223.45	+426.80	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			-421.66	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
G22X0096	SOUTHWEST SCHOOL SUPPLY	9,300.00	+3,000.00	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr
G22X0256	SMART AND FINAL STORES CORPORA	2,000.00	+500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies Instr
G22X0289	SMART AND FINAL STORES CORPORA	6,000.00	+2,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
G22Y0004	MCCOY AND MILLS FORD	700.00	+200.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0030	POWERSTRIDE BATTERY CO INC	3,950.00	+600.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+600.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0031	ROSEMEAD OIL PRODUCTS INC	2,500.00	+250.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+250.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
G22Y0043	RAL COMPANY	1,900.00	+50.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+50.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
	Fund 01 Total:		7,561.53		
	Fund 12 Total:		9.13		
	Total Amount of Change Orders:		7,570.66		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/19/2013

FROM 01/05/2013 TO 01/28/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22X0351	LAKESHORE LEARNING	1,000.00	1,000.00	0134012101 4310	EISS Instruction Commonwealth / Materials and Supplies
	Fund 01 Total:	1,000.00			
	Total Amount of Purchase Orders:	1,000.00			

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 150543 THROUGH 150577 FOR THE 2012/2013 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated January 5, 2013 through January 28, 2013, contains purchase orders numbered 150543 through 150577 for the 2012/2013 school year totaling \$43,874.68. Purchase orders numbered 150546, 150548, 150559, and 150560 were voided.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 150543 through 150577 for the 2012/2013 school year.

SH:AC:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
01-05-13 through 01-28-13

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
1/16/2013	HSBC Business Solutions (Costco)	150556	Food/Supplies	880.00
TOTAL OPEN PURCHASE ORDERS				
				880.00
Processed Food & Commodity P.O.'s				
NONE				
Total OPEN Purchase Orders				\$ 880.00
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				42,994.68
TOTAL PURCHASE ORDERS				\$ 43,874.68

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 1/5/2013 and 1/28/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Wholesale Distributors, Inc.	150552	1/15/2013	1/16/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
30	case	11077	Juice, Apple Langers 24/16oz./case			\$10.2900	\$308.70
						Sales Tax:	\$0.00
						P.O. Total:	\$308.70
A & R Wholesale Distributors, Inc.	150566	1/22/2013	1/29/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
16	case	1	Chobani Greek Yogurt Orange Vanilla Flavor 24			\$18.5800	\$297.28
12	case	2	Strawberry Zac Attack Bar 72 count			\$26.2600	\$315.12
12	case	3	Apple Zac Attack Bar 72 count			\$26.2600	\$315.12
						Sales Tax:	\$0.00
						P.O. Total:	\$927.52
						Vendor Total:	\$1,236.22
So. CA School Nutrition Assoc.	150563	1/22/2013	1/22/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Non-Member Pre-Registration - Susan Hume			\$65.0000	\$65.00
						Sales Tax:	\$0.00
						P.O. Total:	\$65.00
						Vendor Total:	\$65.00
Gold Star Foods Inc.	150544	1/10/2013	1/10/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz			\$10.2000	\$1,142.40
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz			\$10.2000	\$1,142.40
112	case	11123	Juice, Orange Tangerine Apple&Eve#84523TPF 36/6.75oz			\$10.2000	\$1,142.40
						Sales Tax:	\$0.00
						P.O. Total:	\$3,427.20
Gold Star Foods Inc.	150545	1/11/2013	1/14/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	lb	999213	Lettuce, Shredded 1#/bag #820172			\$0.6200	\$12.40
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #820099			\$10.4100	\$10.41
1	lb	999247	Lettuce, Romaine Cello 12ea/cs #820106			\$0.9700	\$0.97
2	case	999130	Banana, Petite green tip 40#/cs #820061			\$19.9500	\$39.90
2	each	999005	Cilantro, 1BU #820091			\$0.2900	\$0.58
2	cs	999210	Celery Sticks, 150/1.6oz #820189			\$24.5000	\$49.00
3	lb	999119	Onion, Red lb #820112			\$0.6400	\$1.92
10	lb	999225	Carrot sticks, 3"-4" 5#/bag #820150			\$4.6000	\$46.00
20	lb	999208	Carrot Coin, 1#/bag #820153			\$0.9700	\$19.40
20	lb	999216	Salad Mix, 4-way 5#/bag #820183			\$0.6500	\$13.00
155	lb	999279	Salad Blend, K-8 Vegetable, 5 LB #820340			\$0.9500	\$147.25
						Sales Tax:	\$0.00
						P.O. Total:	\$340.83
Gold Star Foods Inc.	150547	1/11/2013	1/16/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 1#/bag #820172			\$0.6200	\$6.20
1	each	999006	Cucumber, ea #820093			\$0.4500	\$0.45
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #820099			\$10.4100	\$10.41

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 1/5/2013 and 1/28/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150547	1/11/2013	1/16/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	each	999005	Cilantro, 1BU #820091	\$0.2900	\$0.58		
4	case	999028	Tomato, Cherry 12bkt/lug #820141	\$1.5000	\$6.00		
10	lb	999203	Broccoli Florets 5#/bag #820145	\$2.0500	\$20.50		
20	lb	999208	Carrot Coin, 1#/bag #820153	\$0.9700	\$19.40		
26	case	999130	Banana, Petite green tip 40#/cs #820061	\$19.9500	\$518.70		
40	lb	999216	Salad Mix, 4-way 5#/bag #820183	\$0.6500	\$26.00		
5	case	999113	Apples, Green Sliced IW 200/2oz #820196	\$56.7500	\$283.75		
						Sales Tax:	\$0.00
						P.O. Total:	\$891.99
Gold Star Foods Inc.	150549	1/11/2013	1/18/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	lb	999213	Lettuce, Shredded 1#/bag #820172	\$0.6200	\$3.10		
5	lb	999203	Broccoli Florets 5#/bag #820145	\$2.0500	\$10.25		
5	lb	999208	Carrot Coin, 1#/bag #820153	\$0.9700	\$4.85		
7	case	999121	Pears, 150ct #820053	\$22.7700	\$159.39		
7	cs	999057	Tangerines, Satsuma 120-130ct CS #820213	\$19.5500	\$136.85		
						Sales Tax:	\$0.00
						P.O. Total:	\$314.44
Gold Star Foods Inc.	150553	1/15/2013	2/1/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
32	case	56108	Muffin,AppleCinn,GS#400000,100/cs,20thCty#207115W	\$27.7800	\$888.96		
32	case	56109	Muffin Blueberry,GS#400002,100/cs, 20Cent#207215W	\$27.0400	\$865.28		
5	case	59028	Calzone Cheese,GS#400380,45/5oz/case,MF#50140	\$36.7400	\$183.70		
15	case	56701	Chicken,Teriyaki,GS#401781,33.75#cs,Lings#11102-5	\$73.6200	\$1,104.30		
2	case	56401	Burrito,Bean&Beef,GS#401851,96/cs,MF#93540CN	\$40.1400	\$80.28		
24	case	55057	Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769	\$36.9400	\$886.56		
30	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356	\$51.1000	\$1,533.00		
5	case	4301	Mayonnaise, Packet, Hollens #202324 200/9mg.	\$6.6500	\$33.25		
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz	\$10.2000	\$1,142.40		
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz	\$10.2000	\$1,142.40		
112	case	11123	Juice,Orange Tangerine Apple&Eve#84523TPF 36/6.75oz	\$10.2000	\$1,142.40		
60	case	4312	Catsup Packet, Hollens #202485 1000/9gm	\$17.4100	\$1,044.60		
15	cs	4351	Syrup, Maple #202352 100/1.5/cs	\$7.5600	\$113.40		
						Sales Tax:	\$0.00
						P.O. Total:	\$10,160.53
Gold Star Foods Inc.	150554	1/15/2013	1/25/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	case	30340	Pancakes,Mini Apple GS#133617 Eggo IW 72 ct.	\$31.8500	\$350.35		
4	case	55106	Frn Tst Cinn Glzd SunFrsh,IW 100/3.25oz.,GS#401546	\$44.7800	\$179.12		
16	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.	\$57.4400	\$919.04		
10	case	59601	Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644	\$31.1800	\$311.80		
5	cs	59525	Roll,BearClawApple,GS#400040,72/3oz,20thC#618130W	\$34.0900	\$170.45		
5	case	30339	Pancakes,Mini Bluebry GS#133616 Eggo IW 72 ct	\$31.8500	\$159.25		
10	case	30346	Waffles,Mini Cinn GS# Eggo Kellogs 72 ct	\$29.0900	\$290.90		
5	case	55111	Snrs Stick , Integrated 100/2.35oz., GS#401752	\$42.3700	\$211.85		
48	case	56506	Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case	\$44.8000	\$2,150.40		
40	case	57002	Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398	\$24.7600	\$990.40		
						Sales Tax:	\$0.00
						P.O. Total:	\$5,733.56
Gold Star Foods Inc.	150555	1/16/2013	1/16/2013				<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 1/5/2013 and 1/28/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150565	1/22/2013	2/1/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	4304	Sauce BBQ Packet, #202338 Sona Hollen 500/12g.		\$12.0100	\$120.10
96	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701		\$15.6000	\$1,497.60
1	case	4335	Dressing, Oriental Sesame,#300048 Kens 4/1gal		\$37.5300	\$37.53
					Sales Tax:	\$0.00
					P.O. Total:	\$11,669.61
Gold Star Foods Inc.	150569	1/25/2013	1/25/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	1	Garbanzo Beans 6/#10		\$26.4200	\$26.42
					Sales Tax:	\$0.00
					P.O. Total:	\$26.42
Gold Star Foods Inc.	150571	1/25/2013	1/28/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 1#/bag #820172		\$0.6200	\$6.20
					Sales Tax:	\$0.00
					P.O. Total:	\$6.20
Gold Star Foods Inc.	150572	1/25/2013	1/29/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 1#/bag #820172		\$0.6200	\$6.20
					Sales Tax:	\$0.00
					P.O. Total:	\$6.20
Gold Star Foods Inc.	150573	1/25/2013	1/30/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 1#/bag #820172		\$0.6200	\$6.20
					Sales Tax:	\$0.00
					P.O. Total:	\$6.20
Gold Star Foods Inc.	150574	1/25/2013	1/31/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 1#/bag #820172		\$0.6200	\$6.20
					Sales Tax:	\$0.00
					P.O. Total:	\$6.20
Gold Star Foods Inc.	150575	1/25/2013	2/1/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 1#/bag #820172		\$0.6200	\$6.20
					Sales Tax:	\$0.00
					P.O. Total:	\$6.20
Vendor Total:						\$36,685.81
P & R Paper Supply Company, Inc.	150550	1/15/2013	1/29/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	case	88002	Napkin Ccktail Navy Blue 1000/cs		\$20.3600	\$40.72
5	case	82203	Spoon, Wh Plas Med Wt National 406014 1000/cs		\$5.3000	\$26.50
5	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs		\$39.4500	\$197.25
1	case	85001	Bowl, 5 oz Foam Dart #DRT-5B20 20/50/case		\$23.0500	\$23.05
					Sales Tax:	\$0.00
					P.O. Total:	\$287.52

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 1/5/2013 and 1/28/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	150567	1/22/2013	2/5/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	88006	Napkin Cocktail Burgandy 1000/cs HOF-57008			\$20.3600	\$40.72
5	case	86103	Tray, 1/2# Boat #202264 (SQP 8708) 1000/case			\$13.2500	\$66.25
144	each	80024	Knife, Safety Utility, Lizard CSP-LZ-S 6/box			\$3.0000	\$432.00
Sales Tax:							\$34.56
P.O. Total:							\$573.53
Vendor Total:							\$861.05
^							
Arrowhead Water	150543	1/8/2013	6/30/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
21	ea	1	Water Distilled 6/1 gal.			\$11.5900	\$243.39
90	ea	1	Water Bottled 5 gal. Nestle Drinking Water			\$2.7900	\$251.10
12	ea	1	Monthly Cooler Rental (2)			\$1.9900	\$23.88
Sales Tax:							\$1.91
P.O. Total:							\$520.28
Vendor Total:							\$520.28
^							
Crown Lift Trucks	150577	1/28/2013	1/28/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Estimate to repair forklift			\$300.0000	\$300.00
Sales Tax:							\$0.00
P.O. Total:							\$300.00
Vendor Total:							\$300.00
^							
U.S. Foodservice, Inc.	150551	1/15/2013	1/23/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case			\$28.4000	\$1,704.00
1	case	4202	Mustard Prep. Q & S #258613 4/1gal/case			\$13.6000	\$13.60
1	cs	70028	Cleanser Ajax #7353212 24/21 oz.			\$18.2500	\$18.25
5	cs	4341	Dressing, Ranch Light #300050 4/1gal			\$31.1400	\$155.70
Sales Tax:							\$1.46
P.O. Total:							\$1,893.01
U.S. Foodservice, Inc.	150568	1/22/2013	1/30/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
52	case	11047	Water, Bottled Crystal Geyser #449231 32/16.9oz			\$5.6900	\$295.88
3	case	80006	Gloves,Plstic,disp FDH-FHCT 14 (M) 10/10/100/cs			\$48.7100	\$146.13
Sales Tax:							\$11.69
P.O. Total:							\$453.70
U.S. Foodservice, Inc.	150570	1/25/2013	1/30/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5	case	3122	Pudding Vanilla U.S.Blue #280028 6/#10/case			\$29.5200	\$147.60
Sales Tax:							\$0.00
P.O. Total:							\$147.60

CONSENT ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 86396 THROUGH 86658 FOR THE 2012/2013 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 86396 through 86658 for the 2012/2013 school year totaling \$1,851,547.91. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,767,233.91
12 Child Development	5,952.87
14 Deferred Maintenance	5,955.75
25 Capital Facilities	3,007.50
40 Special Reserve	27,152.06
68 Workers' Compensation	42,238.21
81 Property/Liability Insurance	7.61
Total	\$1,851,547.91

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 86396 through 86658 for the 2012/2013 school year.

SH:SM:gs

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9415 THROUGH 9474 FOR THE 2012/2013 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 9415 through 9474 for the 2012/2013 school year. The total amount presented for approval is \$389,329.37.

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 9415 through 9474 for the 2012/2013 school year.

SH:AC:dlh

CONSENT ITEM

DATE: February 19, 2013

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE OUT-OF-STATE CONFERENCE FOR OPAL SCHOOL SUMMER CONFERENCE ON JUNE 20-22, 2013, IN PORTLAND, OREGON FOR MARILEE COSGROVE, TANIA RUIZ AND JONI DAVID

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

Rationale: Attendees will observe Opal School classrooms instructional approaches and inquiry-based learning through the arts and sciences. In addition, staff will dialogue with Opal School staff on approaches to teaching and learning that invite playful inquiry into the classroom to challenge and engage young minds as 21st Century Learners. Child Development Services Director, Social Service Assistant and After School Program Site Lead will share and utilize information with preschool teachers and after school program staff.

Funding: Cost not to exceed \$3,325.00 and is to be paid from Child Development budgets #085 and #315.

Recommendation: Approve out-of-state conference for Opal School Summer Conference on June 20-22, 2013, in Portland, Oregon for Marilee Cosgrove, Tania Ruiz and Joni David.

MLD:MC:ln

CONSENT ITEM

DATE: February 19, 2013

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE OUT-OF-STATE CONFERENCE FOR BOULDER JOURNEY SCHOOL SUMMER CONFERENCE ON JULY 17-19, 2013, IN BOULDER, COLORADO FOR MARILEE COSGROVE, LINDA JIMENEZ-MARTINEZ AND TANIA RUIZ

Background: Boulder Journey School Summer Conference is designed for all educators who wish to advance their knowledge of the Reggio Emilia approach. Boulder School is a school of infant, toddler, and preschool children and whose fundamental values are based on an image of children as curious, competent, and capable of co-constructing knowledge.

Rationale: Presentations, discussions and hands-on materials workshops will focus on technology, music and sound, children as advocates, community, children's rights, and nature. Child Development Services Director, Supervisor and Social Service Assistant will share and utilize information with preschool teachers and after school program staff.

Funding: Cost not to exceed \$4,360.00 and is to be paid from Child Development budgets #318 and #085.

Recommendation: Approve out-of-state conference for Boulder Journey School Summer Conference on July 17-19, 2013, in Boulder, Colorado for Marilee Cosgrove, Linda Jimenez-Martinez and Tania Ruiz.

MLD:MC:ln

CONSENT ITEM

DATE: February 19, 2013

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura Rydell, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY NONPUBLIC AGENCY (NPA) MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD COAST YOUTH SERVICES AND TRANSPORT, TO PROVIDE MENTAL HEALTH ASSESSMENTS AND SERVICES FROM FEBRUARY 11, 2013 THROUGH JUNE 30, 2013**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs. Specialized mental health assessments and services are contracted out to psychologists in rare circumstances.

The rates for this Nonpublic Agency are as follows:

Assessment, Counseling, Case Management, Site Visit, IEP Attendance	\$120.00/hour
Travel Time	\$55.00/hour
Administration	\$50.00/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 provide most services within the District, it is necessary to contract outside for certain highly specialized evaluation services. Psychologists from this agency are experienced in conducting mental health assessments, including students in out-of-state placements. Those services require travel, lodging, and incidental expenses. The mental health budget provides for such specialized assessments and services for special education students who are being considered for possible out-of-state placements.

Funding: Total cost of this contract is not to exceed \$10,000.00 and is to be paid from Special Education budget #0150454321-5805.

Recommendation: Approve/Ratify Nonpublic Agency (NPA) Master Contract between Fullerton School District and Gold Coast Youth Services and Transport, to provide mental health assessments and services from February 11, 2013 through June 30, 2013.

JM:LR:vr
Attachment

2012-13

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY

MASTER CONTRACT

BETWEEN

FULLERTON SCHOOL DISTRICT

AND

GOLD COAST YOUTH SERVICES & TRANSPORT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FULLERTON SCHOOL DISTRICT

Contract Year 2012-13

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2012-2013

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 11th day of February, 2013, between the Fullerton School District (hereinafter referred to as "District" or local educational agency "LEA") and Gold Coast Youth Services and Transport (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.). If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the 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 behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2012 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Re-negotiation of the rate schedule for related services for the subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2013.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

10. 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 Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR'S policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Auto Liability Insurance**. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence
\$1,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day

non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall

indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. 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).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free

appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this

Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (“BICM”) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student’s ISA developed in accordance with the LEA student’s IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student’s IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student’s ISA developed in accordance with the LEA student’s IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student’s IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved

school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application.

Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is

enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team (5) five business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to

those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the

purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When

making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and

are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA

provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic

school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity 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 provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting

and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices

prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the 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. Such notice shall specify the basis or bases for the LEA's 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 the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full

instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; 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 (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing

CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. [This Master Contract is effective on the 11th day of February, 2013 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.](#)

CONTRACTOR,
GOLD COAST YOUTH SERVICES & TRANSPORT

LEA,
 FULLERTON SCHOOL DISTRICT

Nonpublic School/Agency

By: _____
 Signature Date

DANN R. HARVEY
CEO

 Name and Title of Authorized Representative

By: _____
 Signature Date

ROBERT PLETKA, ED.D.
SUPERINTENDENT

 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

DAN R. HARVEY, CEO

 Name

GOLD COAST YOUTH SERVICES & TRANSPORT

 Nonpublic School/Agency/Related Service Provider

P.O. BOX 2067

 Address
FULLERTON CA 92837

 City State Zip
855-272-0058 714-519-3416

 Phone Fax
dharvey@goldcoastyouthservices.com

 Email

LAURA S. RYDELL, DIRECTOR

 Name and Title

FULLERTON SCHOOL DISTRICT

 LEA

1401 W. VALENCIA DRIVE

 Address
FULLERTON CA 92833

 City State Zip
714-447-7500 714-447-7793

 Phone Fax
laura_rydell@fsd.k12.ca.us

 Email

**Additional LEA Notification
 (Required if completed)**

KOLBE KHONG

 Name and Title

1401 W. VALENCIA DRIVE

 Address
FULLERTON CA 92833

 City State Zip
714-447-2848 714-447-7793

 Phone Fax
kolbe_khong@fsd.k12.ca.us

 Email

EXHIBIT A: RATES

CONTRACTOR GOLD COAST YOUTH SERVICES & TRANSPORT **CONTRACTOR NUMBER** 1A-30-200 **2012-2013**

(NONPUBLIC SCHOOL OR AGENCY) _____ **(CONTRACT YEAR)** _____

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	_____	_____
Basic Education Program/Dual Enrollment	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. <u>Related Services</u>		
(1) Assessment	<u>\$120.00</u>	<u>Per Hour</u>
(2) Mental Health Counseling	<u>\$120.00</u>	<u>Per Hour</u>
(3) Case Management	<u>\$120.00</u>	<u>Per Hour</u>
(4) Site Visits	<u>\$120.00</u>	<u>Per Hour</u>
(5) IEP Attendance	<u>\$120.00</u>	<u>Per Hour</u>
(6) Travel Time	<u>\$55.00</u>	<u>Per Hour</u>
(7) Administration	<u>\$50.00</u>	<u>Per Hour</u>

CONSENT ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: APPROVE PURCHASE OF STANDARD SCHOOL SUPPLIES BY FULLERTON SCHOOL DISTRICT FROM PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT'S PIGGYBACK BID NO. 211-12

Background: In January of 2012 the Fullerton School District Board of Trustees approved the use of the above-mentioned piggybackable bid. The initial term of the contract was for one year with two optional one-year extensions at the District's option; this is the first year of the two-year option to renew. Per the terms and conditions of the contract, the awarded vendor has agreed to extend the contract for an additional year with a 2.7% increase. That meets the Bureau of Labor and Statistics Data for Consumer Price Index Increase (C.P.I.) for all school supplies. Staff has reviewed the contract, verified the C.P.I., and has determined that it is a cost-effective means of purchasing supplies for the District.

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.

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 purchase supplies from the Placentia-Yorba Linda School District's Bid No. 211-12.

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve purchase of standard school supplies by Fullerton School District from Placentia-Yorba Linda Unified School District's Piggyback Bid No. 211-12.

SH:RM:gs

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed. D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDER G48R0002 FOR THE 2012/2013 FISCAL YEAR

Background: Expenditures for the Fullerton School District CFD No. 2001-1 (Amerige Heights) must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range but excluded in the Purchase Order Detail Report are purchase orders that have either been cancelled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail—Cancelled Purchase Orders, or Purchase Order Detail—Change Orders. The following purchase orders have been prepared since 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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase order G48R0002 for the 2012/2013 fiscal year.

SH:gs
Attachment

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/19/2013

FROM 01/05/2013 TO 01/28/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G48R0002	RISK STRATEGIES COMPANY	52,924.92	52,924.92	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
	Fund 01 Total:	52,924.92			
	Total Amount of Purchase Orders:	52,924.92			

CONSENT ITEM

DATE: February 19, 2013

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

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

PREPARED BY: Craig Choi Bertsch, Ed.D., Director, Administrative Services

SUBJECT: **APPROVE 2012/2013 AGREEMENT FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP (OCFNLP) SERVICES PROGRAM AT LAGUNA ROAD SCHOOL – AGREEMENT #39120 EFFECTIVE MARCH 1, 2013**

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership (OCFNLP) takes the form of a partnership service program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership service program consists of a group of young people, along with an adult advisor, who work together to make positive change in their schools and communities. OCFNLP staff provide technical assistance, leadership training and support for chapter development. Students meet during the lunch break.

Laguna Road School has offered a Friday Night Live Partnership service program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with the Fullerton School District and Laguna Road School. Orange County Department of Education is offering a total of \$800.00 in stipends. The two staff members at Laguna Road School who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members' names are:

Laguna Road School:
 Loryn Lawson \$400.00
 CaroleAnn Curley \$400.00

Rationale: Students at Laguna Road School have benefited from the many opportunities for school service, student leadership and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: \$800.00 stipend reimbursement from Orange County Department of Education.

Recommendation: Approve 2012/2013 Agreement for Provision of Orange County Friday Night Live Partnership (OCFNLP) Services Program at Laguna Road School – Agreement #39120 effective March 1, 2013.

AGREEMENT FOR PROVISION OF
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
FULLERTON SCHOOL DISTRICT
FISCAL YEAR 2012-2013

THIS AGREEMENT, entered into this 1st day of March, 2013, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, hereinafter referred to as "SUPERINTENDENT," and Fullerton School District, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT, subject to the approval of the COUNTY Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of Orange County Friday Night Live Partnership advisor stipends in order to comply with the Agreement with COUNTY to provide Orange County Friday Night Live Partnership (OCFNLP) Services to the residents of COUNTY; and

WHEREAS, DISTRICT is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with any Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved by SUPERINTENDENT, DISTRICT, and ADMINISTRATOR.

2. COMPENSATION

A. SUPERINTENDENT shall compensate DISTRICT for services provided as identified herein, up to a Maximum Obligation of \$800.00. Actual payment amount will be determined by the Orange County Friday Night Live Partnership Program Manager based on completion of the requirements as

Department requesting an invoice listing payment amounts per chapter (any adjusted amount will be included) after the completion of requirements has been determined. DISTRICT shall pay stipend funds directly to the Orange County Friday Night Live Partnership chapter Advisor. **All billings for the contract period must be received by SUPERINTENDENT no later than June 4, 2013.**

B. Reimbursement for Advisor stipends shall be made at the maximum of \$800.00 for each eligible school chapter. Verification and completion of all activities by May 1, 2013, is required to receive a full stipend.

C. DISTRICT shall receive no compensation for the services provided pursuant to this Agreement other than the rate set forth above.

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

D. The obligation of SUPERINTENDENT under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. SUPERINTENDENT shall give DISTRICT written notification of such termination as specified in the Termination Paragraph of this Agreement. Notice shall be deemed served on the date of mailing.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Compliance Program by ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Compliance Program and related policies and procedures.

5. Failure of DISTRICT to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of ADMINISTRATOR's Code of Conduct.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Code of Conduct by ADMINISTRATOR, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Code of Conduct.

5. DISTRICT shall submit to SUPERINTENDENT a signed acknowledgement and agreement that DISTRICT shall comply with SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

6. Failure of DISTRICT to timely submit the acknowledgement of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

C. REIMBURSEMENT STANDARDS

1. DISTRICT shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and COUNTY laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. DISTRICT shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. DISTRICT shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, DISTRICT shall use accurate billing codes to accurately describe the services provided and to ensure compliance with all billing and documentation requirements.

4. DISTRICT shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

D. COMPLIANCE TRAINING - SUPERINTENDENT shall make ADMINISTRATOR's General Compliance Training and SUPERINTENDENT's Compliance Training, where appropriate,

available to DISTRICT and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. DISTRICT shall retain the certifications. Upon written request by SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

4. CONFIDENTIALITY

A. DISTRICT shall agree to maintain the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and COUNTY codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all DISTRICT members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with DISTRICT to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of DISTRICT members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

5. CONFLICT OF INTEREST

A. The parties hereto acknowledge that DISTRICT may be affiliated with one or more organizations or professional practices located in COUNTY. DISTRICT therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement, DISTRICT shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. DISTRICT, while providing services under this Agreement, shall not refer clients or accept client referrals to his or her private practice or services.

6. EMPLOYEE ELIGIBILITY VERIFICATION

DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all

covered employees, subcontractors and consultants for the period prescribed by the law.

7. EXPENDITURE REPORT

A. In addition to providing monthly Expenditure Reports to SUPERINTENDENT, as specified in the Payments Paragraph of this Agreement, DISTRICT shall submit a final Expenditure Report to SUPERINTENDENT no later than forty-five (45) calendar days following termination of each fiscal year or termination of this Agreement, for the preceding fiscal year or portion thereof. DISTRICT shall prepare the Expenditure Report in accordance with requirements identified by SUPERINTENDENT. Such report shall be prepared in accordance with all applicable federal, state and COUNTY requirements and Generally Accepted Accounting Principles. DISTRICT shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by DISTRICT, and available at any time to SUPERINTENDENT upon reasonable notice.

1. If DISTRICT fails to submit an accurate and complete Expenditure Report within the time period specified above, SUPERINTENDENT may withhold or delay any or all payments due DISTRICT.

2. DISTRICT may request, in advance and in writing, an extension of the due date of the Expenditure Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of SUPERINTENDENT and shall at no time be granted for more than five (5) calendar days.

3. In the event that DISTRICT does not submit an accurate and complete Expenditure Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and DISTRICT has not entered into a subsequent or new Agreement for any other services with SUPERINTENDENT, then all amounts paid to DISTRICT by SUPERINTENDENT during the term of the Agreement shall be immediately reimbursed to SUPERINTENDENT.

B. The Expenditure Report shall be the final financial and statistical report submitted by DISTRICT to SUPERINTENDENT, and shall serve as the basis for final settlement to DISTRICT. DISTRICT shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Expenditure Report shall be the final financial record for subsequent audits, if any.

C. DISTRICT may be required to submit periodic Expenditure-Revenue Reports throughout the term of the Agreement.

D. Final Settlement shall be based upon the actual reimbursable costs for services hereunder, less applicable revenues, not to exceed DISTRICT'S Maximum Obligation as set forth in the Compensation Paragraph of this Agreement. DISTRICT shall not claim expenditures to SUPERINTENDENT which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by SUPERINTENDENT to DISTRICT, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by DISTRICT to

SUPERINTENDENT within thirty (30) calendar days of submission of the Expenditure Report; or SUPERINTENDENT may elect to reduce any amount owed DISTRICT by an amount not to exceed the reimbursement due SUPERINTENDENT.

8. INDEMNIFICATION

A. DISTRICT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold SUPERINTENDENT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. In the event DISTRICT provides services at the SUPERINTENDENT'S facility, DISTRICT shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations. Prior to the execution of this Agreement, DISTRICT shall furnish evidence satisfactory to SUPERINTENDENT that DISTRICT has secured, for the period of this Agreement, full Worker's Compensation coverage from a reputable insurance company licensed to do business in the State of California.

9. INSPECTIONS AND AUDITS

A. SUPERINTENDENT, ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial, medical and client records of DISTRICT that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, SUPERINTENDENT may terminate this Agreement as provided for in the Termination paragraph or direct DISTRICT to immediately

implement appropriate corrective action. A plan of corrective action shall be submitted to SUPERINTENDENT and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by DISTRICT to SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to DISTRICT, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from DISTRICT to SUPERINTENDENT, and such reimbursement is not received within said sixty (60) calendar days, SUPERINTENDENT may, in addition to any other remedies provided by law, reduce any amount owed DISTRICT by an amount not to exceed the reimbursement due SUPERINTENDENT.

D. DISTRICT shall forward to SUPERINTENDENT and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of DISTRICT's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

10. LICENSES AND LAW

A. DISTRICT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. DISTRICT shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services.

C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this Agreement:

a. In the case of DISTRICT as an individual, DISTRICT shall provide, his/her name, date of birth, social security number, and residence address;

b. In the case of DISTRICT doing business in a form other than as an individual, the DISTRICT shall provide the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that DISTRICT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of DISTRICT to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

11. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, DISTRICT shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. DISTRICT shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of DISTRICT shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which DISTRICT has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d); the Age Discrimination Act of 1975 (42 U.S.C. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other

pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this Subparagraph B., "Discrimination" includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
- e. Assignment of times or places for the provision of services.

2. Complaint Process - DISTRICT shall establish procedures for advising all clients through a written statement that DISTRICT's clients may file all complaints alleging discrimination in the delivery of services with DISTRICT, SUPERINTENDENT and ADMINISTRATOR, or the COUNTY's Patients' Rights Office. DISTRICT's statement shall advise clients of the following:

a. Whenever possible, problems shall be resolved informally and at the point of service. DISTRICT shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with DISTRICT either orally or in writing.

1) COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

2) Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.

c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal with the Patients' Rights Office.

C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with the provisions of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 et seq., as implemented in 45 C.F.R. §84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION - Neither DISTRICT, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or

state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and DISTRICT may be declared ineligible for further contracts involving federal, state or COUNTY funds.

12. NOTIFICATION OF DEATH

A. NON-TERMINAL ILLNESS DEATH

1. DISTRICT shall notify SUPERINTENDENT by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served hereunder; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. In addition, DISTRICT shall, within sixteen (16) hours after such death, hand deliver or fax, a written Notification of Non-Terminal Illness Death to SUPERINTENDENT.

3. The telephone report and written Notification of Non-Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of DISTRICT's officers or employees with knowledge of the incident.

B. TERMINAL ILLNESS DEATH

1. DISTRICT shall notify SUPERINTENDENT by written report faxed, hand delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of DISTRICT's officers or employees with knowledge of the incident.

2. If there are any questions regarding the cause of death of any person served hereunder who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, DISTRICT shall immediately notify SUPERINTENDENT in accordance with Subparagraph A. above.

13. PAYMENTS

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed DISTRICT'S Maximum Obligation as referenced in the Compensation Paragraph of this Agreement; and provided further, DISTRICT'S costs are reimbursable pursuant to COUNTY, state, and federal Regulations. SUPERINTENDENT may, at its discretion, pay supplemental invoices for any month that has not been fully paid. Actual payment amount will be determined by the Orange County Friday Night Live Partnership Program Manager based on completion of the requirements as described in Exhibit A.

B. In support of the monthly invoice, DISTRICT shall submit a monthly Expenditure Report to SUPERINTENDENT as specified in this Agreement. The monthly Expenditure Report will include the following documents: income statement, labor distribution, benefits allocation, and other documents as

agreed upon by DISTRICT and SUPERINTENDENT. SUPERINTENDENT shall use the Expenditure Report to determine payment to DISTRICT.

C. DISTRICT'S billings shall provide such information as is required by SUPERINTENDENT.

Payments to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of the correctly completed billing form.

D. DISTRICT'S invoices shall be on a form approved or supplied by SUPERINTENDENT and provide such information as is required by SUPERINTENDENT. Monthly payments are interim payments only, and subject to final settlement in accordance with the Expenditure Report Paragraph of this Agreement. Invoices are due the seventh (7th) business day of each month. Invoices received after the due may not be paid within the same month. Payments to DISTRICT should be released by SUPERINTENDENT no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

E. All invoices to SUPERINTENDENT shall be supported by DISTRICT, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision of this Agreement.

G. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement or specifically agreed upon in a subsequent Agreement.

14. RECORDS MANAGEMENT AND MAINTENANCE

A. DISTRICT, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Health and Safety Code §123145.

B. DISTRICT shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of Protected Health Information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies. DISTRICT shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. DISTRICT's participant, client, and/or patient records shall be maintained in a secure manner. DISTRICT shall maintain patient records and must establish and implement written record management procedures.

D. DISTRICT shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. DISTRICT shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. DISTRICT shall ensure all HIPAA Designated Record Set (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. DISTRICT may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, DISTRICT shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. DISTRICT shall ensure compliance with requirements pertaining to the privacy and security of Personally Identifiable Information (PII) and/or PHI. DISTRICT shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by DISTRICT, notify SUPERINTENDENT of such breach by telephone and email or facsimile.

I. DISTRICT may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. DISTRICT shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

J. DISTRICT shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. DISTRICT shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

L. DISTRICT shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

M. If DISTRICT is unable to meet the record location criteria above, SUPERINTENDENT and

ADMINISTRATOR may provide written approval to DISTRICT to maintain records in a single location, identified by DISTRICT.

N. DISTRICT may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

O. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests related to, or arising out of, this Agreement, within forty-eight (48) hours. DISTRICT shall provide SUPERINTENDENT and ADMINISTRATOR all information that is requested by the PRA request.

15. REPORTS

A. DISTRICT shall be required to submit to SUPERINTENDENT fiscal and/or programmatic reports, as requested by SUPERINTENDENT. Fiscal and/or programmatic reports required include invoice, income statement, labor distribution, benefits allocation, and other documents as agreed upon by DISTRICT and SUPERINTENDENT, and shall be submitted by the 15th of each following month.

B. Additional Reports: Upon SUPERINTENDENT's request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT concerning DISTRICT's activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow thirty (30) calendar days for DISTRICT to respond.

16. SERVICES TO BE PROVIDED

DISTRICT shall provide Advisor stipends to the designated Orange County Friday Night Live site advisor at Laguna Road Elementary School.

17. STATUS OF DISTRICT

DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, SUPERINTENDENT, and DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

18. TAX LIABILITY

DISTRICT shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by SUPERINTENDENT under this Agreement. DISTRICT shall indemnify, defend and hold COUNTY and SUPERINTENDENT harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or SUPERINTENDENT any such monies, or penalties or interest imposed, resulting from any failure of

DISTRICT to comply with the provisions of this paragraph.

19. TERM

The term of this Agreement shall commence on March 1, 2013, or upon signature of this Agreement by Administrator, whichever date is later in time, and terminate no later than June 30, 2013; provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

20. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, SUPERINTENDENT may terminate this Agreement upon five (5) calendar days written notice if DISTRICT fails to perform any of the terms of this Agreement. At SUPERINTENDENT's sole discretion, DISTRICT may be allowed up to thirty (30) calendar days for corrective action.

C. SUPERINTENDENT may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by DISTRICT of legal capacity.
2. Cessation of services.
3. The delegation or assignment of DISTRICT's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by DISTRICT of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if DISTRICT removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, SUPERINTENDENT

may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given DISTRICT. If SUPERINTENDENT elects to renegotiate this Agreement due to reduced or terminated funding, DISTRICT shall not be obligated to accept the renegotiated terms.

21. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

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

DISTRICT: Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833
Attn: _____

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

23. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the obligations hereunder, either in whole or in part, without prior written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT shall not terminate or alter the responsibilities of SUPERINTENDENT to COUNTY to assure that all activities and provisions described in COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

21. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and COUNTY, and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT 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 DISTRICT, DISTRICT's business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

22. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT 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.

23. SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.



Authorized Signer

January 24, 2013

DATE

Name of Organization: Orange County Superintendent of Schools
Address: 200 Kalmus Drive
Costa Mesa, California 92626

Authorized Signer

DATE

Name of Organization: Fullerton School District
Address: 1401 West Valencia Drive
Fullerton, California 92833

ADMINISTRATOR (Approved as to Form)
HCA/Contract Development and Management
405 W. 5th Street
Santa Ana, CA 92701

DATE

Fullerton SD-FNL Advisor Stipend –HCA Template(39120)I3
ZIP4

2nd Page/Fullerton School District 2012-2013 Contract Request *continued* . . .

DESCRIPTION OF SERVICES

- This contract allocates monies for Advisor Stipends.
- The listed schools are eligible for these funds by fulfilling the requirements of the grant as delineated. Eligibility requirements are distributed to the advisors at the September OCFNLP Advisor Kick-off.
- Actual payment amount will be determined by the OCFNLP Program Manager based on completion of requirements.
- Payment will be made to the district no later than *June 30, 2013* on condition that the invoice is received from the district no later than *June 4, 2013*.

DEFINITION OF AN ACTIVE CHAPTER

- The Orange County Friday Night Live Partnership (OCFNLP) is a youth development and alcohol, tobacco, other drug, and violence prevention program established on school campuses and in youth-serving organizations. Participating sites operate under the following core program activities: chapter establishment and development, environmental prevention activities, recruitment and maintenance activities, skill building and leadership trainings, youth and advisor conferences, and alternative activities.

ADVISOR STIPEND DESCRIPTION

- Each school chapter is eligible to receive a *maximum of \$800.00* for advisor stipend funds.
- Verification and completion of all activities by *May 1, 2013*, is required to receive a full stipend.
- OCFNLP will contact the district's accounting department requesting an invoice listing payment amounts per chapter (any adjusted amount will be included) after completion of requirements has been determined. A copy of the contractual agreement between Orange County Department of Education and the District will also be forwarded.
- Invoice is to be received from the district no later than *June 4, 2013*.
- Advisor stipend funds are to be paid directly to the chapter advisor.

The eligible school in this district is:

1. Laguna Road Elementary School

ADVISOR STIPEND JUSTIFICATION

The chapters are student-led with the assistance of the Friday Night Live/Club Live (FNL/CL) site advisor. The support and participation of the advisor is essential to the success of the students. The use of a contract-based stipend will ensure the continuity of program activities on a local, countywide, and statewide level, and will ensure the integrity of all activities.

SPECIAL PROVISION TO BE INCLUDED IN CONTRACT (must be written as follows):

Subcontractor shall not use the funds provided by means of this Agreement for lobbying any governmental agency or official. Subcontractor shall file all certificates and reports in compliance with the requirement pursuant to Title 31, Section 1352, U.S.C.A.

OCFNLP has screened the vendor and is cleared to do business with OCDE.

2012-2013 OCFNLP PARTICIPANT REQUIREMENTS SCHOOL-BASED CHAPTERS

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies.

The Orange County Friday Night Live Partnership (OCFNLP) is a youth development program that engages young people in alcohol and other drug (AOD) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for youth.

OCFNLP Standards of Practice:

As a *Member in Good Standing* with the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These standards of practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults;
5. Opportunities to engage in interesting and relevant skill development activities; and
6. Opportunities to develop healthy personal attitudes and behavior.

OCFNLP Staff Will Provide:

1. Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
2. Provision of new advisor training and materials;
3. Ongoing technical assistance, chapter development and activities;
4. Handbook and lesson plans for chapter implementation;
5. Training and project support for school and community prevention activities;
6. Countywide advisor training opportunities (i.e., Advisor 101, Advisor Kick-off);
7. Youth-focused leadership training opportunities (leadership/skill building/AOD prevention trainings);
8. Year-end recognition ceremony;
9. Support for chapter recruitment activities; and
10. Program information and updates through the OCFNLP website, email, and/or mailings.

Requirements for Participation and Advisor Incentive for School-based Chapter Advisors:

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed on the following page. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids names and logos) and meets the requirements of the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team, the funding agency. In addition to the requirements listed, advisor(s) must adhere to all school/district policies and code of conduct.

OCFNLP advisors who meet the eligibility requirements and all the general requirements listed have the opportunity to receive an Advisor Stipend. Amounts listed reflect payment distribution for the 2012-2013 fiscal year. Each component may be counted only one time. Maximum obligation is \$800 per school site.

Requirement	Incentive
1. Use of Name, Membership, and Meetings: Utilize the FNL/CL/FNL Kids name for meetings, events, and activities. Maintain a leadership team, including a minimum of one (1) advisor and a minimum of ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month.	\$100
2. Required Paperwork: <ul style="list-style-type: none"> Chapter Profile, Chapter Application, Advisor Information Sheet Monthly Logs – September 2012 through June 2013 	\$100
3. Program Evaluation (May): <ul style="list-style-type: none"> Year-end Surveys (FNL, CL, FNL Kids) Youth Development Survey (FNL, CL) 	\$100
4. Advisor Trainings: Returning advisor must participate in the Advisor Kick-off Meeting. New advisors must participate in the Advisor 101 training.	\$100
5. Youth Trainings/Events: Participate in one (1) or more countywide youth training or event. <ul style="list-style-type: none"> CFNLP Youth Traffic Safety Summit (FNL) Fall Leadership Training (FNL/CL)* Spring Leadership Training (FNL/CL) Year-end Recognition Ceremony (FNL/CL/FNLK) <i>*Fall FNL Kids training will be provided onsite.</i>	\$100
6. Community Projects: Participate in one of the following three options. Schools sites must identify which option they want to participate in by October 31, 2012: <ol style="list-style-type: none"> Feeder School Prevention Activity (for FNL & CL only): Conduct three (3) AOD prevention activities at feeder middle or elementary schools. Community Service Activities: Conduct or participate in two (2) or more community service activities. Roadmap Project: Conduct one (1) alcohol or other drug prevention project that will include the following steps: Capacity Building, Assessment, Planning, Implementation, and Evaluation. 	\$100
7. School-based Prevention Activity #1: Conduct one (1) activity by December 31, 2012 that results in contact with a large portion* of the school population. * FNL Kids = 60% of the 4-6 th grade population Club Live = 50% of the student population Friday Night Live = 40% of the student population	\$100
8. School-based Prevention Activity #2: Conduct one (1) activity by May 31, 2013 that results in contact with a large portion* of the school population. * FNL Kids = 60% of the 4-6 th grade population Club Live = 50% of the student population Friday Night Live = 40% of the student population	\$100

OCFNLP Lobbying Prohibition:

OCFNLP staff, chapter members, and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- OCFNLP is committed to education such as providing factual information about specific topics.
- Lobbying is considered using any OCFNLP funds, materials, or affiliation to influence an elected official (city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.

For further information, please see the "Lobbying vs. Education" information sheet in your Advisor Handbook.

I have read and understand the requirements in this document.

Chapter Name		
Print OCFNLP Advisor's Name	OCFNLP Advisor Signature	Date
Print Principal's Name	Principal's Signature	Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.



CONSENT ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 12/13-B038 THROUGH 12/13-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 12/13-B038 through 12/13-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:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that 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
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$2,267
2000	Classified Salaries	43,933
3000	Employee Benefits	6,727
4000	Books and Supplies	-31,373
5000	Services & Other Operating Expenses	-13,054
9789	Designated for Economic Uncertainties	-8,500
	Total:	<u>\$0</u>

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

Explanation: This Resolution reflects adjustments to projected expenditures in the 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 the previously budgeted income in the amount of \$18,632 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8181	Special Education – Entitlement per UDC	-\$64,580
8182	Special Education – Discretionary Grants	19,431
8290	All Other Federal Revenue	-15,925
8311	Other State Apportionments – Current Year	42,471
8590	All Other State Revenue	-29
	Total:	-\$18,632

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$2,306
2000	Classified Salaries	62,829
3000	Employee Benefits	-20,064
4000	Books and Supplies	-64,751
5000	Services & Other Operating Expenses	7,375
7000	Other Outgo	-1,715
	Total:	-\$18,632

Explanation: This Resolution reflects an increase to revenue and expenditures for Economic Impact Aid (EIA), Special Education Preschool, and Title III Limited English Proficient (LEP) program. It also includes a decrease to the Special Education Federal IDEA entitlement and Title I, as well as adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
2000	Classified Salaries	-\$4,925
3000	Employee Benefits	13,850
4000	Books and Supplies	4,777
5000	Services & Other Operating Expenses	1,462
9780	Other Designations	-15,164
	Total:	<u>\$0</u>

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

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

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$1,300
5000	Services & Other Operating Expenses	-1,300
	Total:	\$0

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

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

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$115,406 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:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8625	Community Redevelopment Funds	<u>\$115,406</u>
	Total:	<u>\$115,406</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>Income Source</u>	<u>Amount</u>
9780	Other Designations	<u>\$115,406</u>
	Total:	<u>\$115,406</u>

Explanation: This Resolution reflects an increase to revenue for the 2012/13 Community Redevelopment Funds in the Capital Outlay Projects Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1131 FOR THE 2012/2013 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1131 for the 2012/2013 school year. The total amount presented for approval is \$52,924.92.

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

01	General Fund	<u>\$52,924.92</u>
	Total	\$52,924.92

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

Funding: Funding is taken from District 48, General Fund 01.

Recommendation: Approve/Ratify warrant number 1131 for the 2012/2013 school year (District 48, Amerige Heights).

SH:SM:gs

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on February 4, 2013.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 02/04/2013
PRESENTED TO THE BOARD OF TRUSTEES: 02/19/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Dena	Jackson	School Office Mgr.	Administrative Transfer	02/04/13	12	8.00	403	B25/6
Wendy	Rodriguez	School Office Mgr.	Administrative Transfer	02/04/13	20	8.00	403	B25/6
Erika	Najera	Instr. Asst./Rec.	Amend hire date from 11/26/12	11/27/13	60	19.75/wk	329	B11/1
Alicia	Solis	Custodian II	Amend working out of class start date	12/26/12	26	8.00	542	B24/5
Belinda	Ochoa-Niemi	Instr. Asst./BB	Change last name from Ochoa	01/18/13	18	15.5/wk	302	B14/6
Jody	Johnston-Frausto	Playground Sup.	Change to regular status	11/26/12	16	9.5/wk	100	B11/1
Candace	Amora	Network/Healthy CA Coord.	Hire limited term	01/14/13	90	20.0/wk	606	M06/1
Maria	Diaz	Clerial Asst. II/BB	Hire probationary status	01/07/13	19	3.00	403	B20/1
Zehra	Rashid	Ed Media Asst.	Hire probationary status	01/14/13	10	10.0/wk	402	B19/3
Eric	Chapman	Custodian I/sub	Hire substitute status	01/28/13	53		542	B17/1
Ruben	Fernandez-Gutierrez	Custodian I/sub	Hire substitute status	01/28/13	53		542	B17/1
Aurora	Hamlin	Playground Sup./sub	Hire substitute status	01/25/13	10		100	B11/1
Andrea	Marks	Playground Sup./sub	Hire substitute status	01/23/13	11		100	B11/1
Erica	Ortiz	Playground Sup./sub	Hire substitute status	01/28/13	24		100	B11/1
Maricela	Vazquez	Instr. Asst./Rec.	Increase hours from 19.5/wk	01/18/13	60	19.75/wk	329	B11/2
Sarah	Vogel	Instr. Asst./SE II B	Increase hours from 5.0/day	01/24/13	12	6.00	121	B14/1
Carla	Romero	Instr. Asst./BB	Leave of absence 2/27-6/12/13	02/27/13	22	3.80	224	B14/67
Rachel	Grantham	Financial Analyst	Longevity increase	02/01/13	50	8.00	530/670	M12/3
Holly	Wert	Instr. Asst./SE I	Reinstatement	01/14/13	26	3.00	242	B14/3
Ricardo	Escobar	Instr. Asst./Rec.	Resignation-hire substitute status	01/22/13	60	19.75/wk	329	B14/6
Mariela	Valladares	Instr. Asst./Rec.	Return from LOA/transfer to Pre-K Common	01/21/13	12	17.5/wk	310	B11/5
Trupti	Pandya	Food Service Asst. I/sub	Separation-no longer available	01/29/13	90		606	B08/1
Vanessa	Rosas	Instr. Asst./Rec./sub	Separation-no longer available (Hired Cert.)	01/07/13	99		999	B11/1
Armando	Garcia Jr.	Computer Tech. I	Step increase	02/01/13	16/90	8.00	304/606	B30/4
Marilyn	Hamer	Ed Media Asst.	Step increase	02/01/13	12	10.0/wk	402	B19/2
Angela	Brady	Food Service Asst. I	Step increase	02/01/13	90	2.00	606	B08/4
Veronica	Carriedo	Food Service Asst. I	Step increase	02/01/13	90	2.80	606	B08/4
Janessa	Castaneda	Food Service Asst. I	Step increase	02/01/13	90	2.50	606	B08/4
Minerva	Cobilla	Food Service Asst. I	Step increase	02/01/13	90	1.50	606	B08/4
Hana	Hammouri	Food Service Asst. I	Step increase	02/01/13	90	1.00	606	B08/4
Paulita	Magdaluyo	Food Service Asst. I	Step increase	02/01/13	90	3.80	606	B08/4
Martha	Ramos	Food Service Asst. I	Step increase	02/01/13	90	1.25	606	B08/4
Rosa	Ruiz	Food Service Asst. I	Step increase	02/01/13	90	2.00	606	B08/3
Esther	Surjanto	Food Service Asst. I	Step increase	02/01/13	90	3.00	606	B08/4
Seham	Thomas	Food Service Asst. I	Step increase	02/01/13	90	3.80	606	B08/4
Ana	Valencia	Food Service Asst. I	Step increase	02/01/13	90	1.50	606	B08/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 02/04/2013
PRESENTED TO THE BOARD OF TRUSTEES: 02/19/2013

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Chin-Ok	Cho-Chung	Instr. Asst./SE I	Step increase	02/01/13	29	3.00	121	B14/3
Sarah	Hamelberg	Instr. Asst./SE II B	Step increase	02/01/13	12	6.00	505	B14/4
Karen	Lindquist	Occupational Therapist	Step increase	02/01/13	53	8.00	505	M14/3
Monica	Medina	Trans./Bilingual Tech. Asst.	Step increase	02/01/13	54	3.75	420	B24/2
Hugo	Romo	Custodian I	Temporary additional hours-winter break	01/02/13	53	3.75	542	B17/6
Kenyatta	Turner	Supervisor, Nutri. Svcs.	Temporary additional hours-winter break	12/27/12	90		606	M10/2
Armando	Garia	Computer Tech. I	Temporary additional hours: 3 days	12/27/13	90	8.00	606	B30/3
Penny	Miller	Food Service Asst. I	Unpaid leave of absence 3/1-9/1/13	03/01/13	90	2.00	606	B08/6
Asha	Ghai	Instr. Asst./Rec.	Voluntary reduction of hours from 19.5/wk	01/28/13	60	14.25/wk	85	B11/5
Tyler	Carey	Instr. Asst/Rec.	Voluntary reduction of hours from 19.75/wk	01/14/13	60	16.25/wk	85	B11/1

CONSENT ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENTS

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Silvano Cazares - Class taken at California State University, Fullerton:
Kinesiology 386–Movement and the Child
Total amount payable \$500.00

Richard Clodfelter – Class taken at California State Polytechnic University, Pomona:
EDS 531-Introduction to Autism Spectrum Disorders
Total amount payable \$500.00

Mary Dardis – Classes taken at Irvine Valley College:
HD 101-Observation and Assessment
CWE168-Cooperative Work Experience
Total amount payable \$294.00

Antonieta Lopez – Classes taken at Fullerton and Irvine Valley Colleges:
CDES 151–School-Age Child: Program/Curriculum and Guidance
HD 271-Sports and Fitness
HD 266-Program Planning
HD 270-Art, Music and Drama
Total amount payable \$311.00

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Employees must request approval prior to program participation. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's tuition reimbursement budget number 0152258749-5885 for the 2012/2013 fiscal year. \$5,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

MLD:CL:ph

CONSENT ITEM

DATE: February 19, 2013

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Amanda Segovia Hale, Principal, Orangethorpe School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND NEW MANAGEMENT, INC., TO PROVIDE PROFESSIONAL DEVELOPMENT ON MARCH 20, 2013**

Background: Orangethorpe School is committed to improving student achievement by increasing the capacity of teachers to support their students in mastering grade level content standards. New Management Inc., will provide a seminar that focuses on innovative ideas that translate current educational research into usable classroom techniques, and how to create a dynamic classroom environment that supports the learning of every student and promotes responsible behavior.

Rationale: New Management Inc., will provide classroom management, student motivation and engagement training to further enable teaching staff to support their students' academic success.

Funding: Cost is not to exceed \$900.00 and is to be paid from PAR (306).

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and New Management, Inc., to provide professional development for teachers on March 20, 2013.

JM:ASH:nm
Attachment

2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **New Management, Inc., will provide a three-hour professional development seminar to classroom teachers on the topic of Interactive Discipline. To further enable teachers to support student academic achievement, this seminar focuses on use innovative ideas that translate current educational research into usable classroom techniques and how to create a dynamic classroom environment that supports the learning of every student and promotes responsible behavior.**

2. Term. Contractor shall commence providing services under this Agreement on **March 20, 2013** and will diligently perform as required and complete performance by **March 20, 2013.**

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **nine hundred dollars (\$900.00)** 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:

* **Gas @ .57/mile x 88.8 miles = \$100.32 (included in above compensation)**

* **Seminar guidebook @ \$3.00 x 32 teachers = \$96.00 (included in above compensation)**

* **Three hour seminar @ \$700.00 (included in above compensation)**

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:
New Management, Inc.
6512 Edmonton Avenue
San Diego, CA 92122
Attn: Rick Morris

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 **19th** DAY OF **February 2013**.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

New Management, Inc.
(Contractor Name)

By:

Signature

Rick Morris, New Management, Inc.
(Typed Name, Title)

Fed Tax ID# 80-0666189
Taxpayer Identification Number

FULLERTON SCHOOL DISTRICT
District 22—Fullerton School District
District 40—CFD No. 2000-1 (Van Daele)
District 48—CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2a

DISCUSSION/ACTION ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: **ADOPT RESOLUTION #12/13-13 AUTHORIZING DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS BY SIGNATURE TO BE KEPT ON FILE BY THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, AND 48)**

Background: In accordance with Education Code section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order." This resolution updates the list for the new Director of Classified Personnel.

Resolution: The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached resolution be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Resolution #12/13-13 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, and 48).

SH:SM:gs
Attachment

**BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT
Orange County, California**

**RESOLUTION #12/13-13
DISTRICTS 22, 40, AND 48**

RESOLUTION FOR THE AUTHORIZATION OF DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code section 42631 provides that all payments from the funds of a school district shall be made by written order of the governing board of the school district; and

WHEREAS, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

WHEREAS, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve the District documents as so indicated with their respective signatures to be kept on file by the Orange County Superintendent of Schools, effective January 10, 2013, and that all previous authorizations for approval are rescinded:

Name/Signature	Federal, State, County Reports, Documents	Government Projects	Inter-district Agreements	Purchase Orders and /or Bid Documents	Contracts and Agreements	Leases	All Checking, and Savings Checks and Transfers	B Warrants and Checks, All FSD Accounts	Warrant Registers	Employee Notices and Status Changes
Robert Pletka, Ed.D., District Superintendent	X	X	X	X	X	X	X	X	X	X
Mark Douglas, Asst.Supt., Certificated Personnel	X	X	X		X					X
Susan Cross Hume, Asst.Supt., Business Services	X	X	X	X	X	X	X	X	X	X
Janet Morey, Asst.Supt., Curriculum & Instruction	X	X	X		X		X	X	X	
Chanjira Luu, Director, Classified Personnel										X
Amanda Colón, Director, Nutrition Services				X	X		X	X	X	
Larry Lara, Director, M&O/Facilities				X						
Steve Miller, Director, Business Services	X			X			X	X	X	
Becky Silva, Asst. Director, Business Services							X	X	X	
Ron Mullins, Supervisor, Purchasing & Stores				X			X	X		
Rachel Grantham, Financial Analyst							X	X		

DISCUSSION/ACTION ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION #12/13-14 APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT (JCFA) WITH THE CITY OF FULLERTON AND STANDARD PACIFIC CORP.**

Background: Public agencies forming community facilities districts (CFDs) are permitted to enter into joint community facilities agreements (JCFAs) with other public agencies in order to fund facilities, fees, and equipment of the other public agency through the CFD. The City of Fullerton (City) has formed CFD No. 2 (Amerige Heights) over a 115-residential unit in-fill project within Amerige Heights to be constructed by Standard Pacific Corp. Standard Pacific Corp. approached the District about participating in CFD No. 2 in order to finance the school facilities mitigation, which would be due to the District on the residential units. The City has concurred with this request and will also be approving the JCFA. Once approved by all parties, the JCFA will allow Standard Pacific's mitigation requirements for the District to be financed through the CFD.

Rationale: Approving the JCFA will allow Standard Pacific's mitigation requirements for the District to be financed through the CFD.

Funding: No impact on funding.

Recommendation: Approve Resolution #12/13-14 approving a Joint Community Facilities Agreement with the City of Fullerton and Standard Pacific Corp.

SH:RG:gs
Attachments

RESOLUTION #12/13-14
A RESOLUTION OF THE BOARD OF EDUCATION OF THE FULLERTON SCHOOL DISTRICT
APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE CITY OF FULLERTON
AND STANDARD PACIFIC CORP.

WHEREAS, the City of Fullerton ("City") has formed Community Facilities District ("CFD") No. 2 over a 115-residential unit project in Amerige Heights to be constructed by Standard Pacific Corp.; and

WHEREAS, the Fullerton School District ("District") can participate in CFD No. 2 in the funding of school facilities requirements of Standard Pacific Corp. through a Joint Community Facilities Agreement ("JCFA") between the City, the District, and Standard Pacific Corp.; and

WHEREAS, JCFAs between public agencies are specifically authorized under California Government Code section 53316.2, which is a portion of the Mello-Roos Community Facilities Act of 1982, as amended.

NOW THEREFORE BE IT RESOLVED as follows:

1. The District's Board of Trustees hereby approves the JCFA between the City, the District, and Standard Pacific Corp., as attached hereto as Exhibit A and incorporated herein by reference.

2. The Superintendent or designee is directed to send an executed original of this Resolution, and an executed original of the JCFA to each of the other signators.

Robert Pletka, Ed.D., Superintendent

ATTEST:

Chris Thompson, Clerk of the Board

I, Chris Thompson, Clerk of the Board of Education of the Fullerton School District, do hereby certify that this Resolution was duly adopted at a noticed meeting of the Board held on February 19, 2013, and that it remains in full force and effect.

Chris Thompson, Clerk of the Board

JOINT COMMUNITY FACILITIES AGREEMENT

by and among

CITY OF FULLERTON

AND

FULLERTON SCHOOL DISTRICT

AND

STANDARD PACIFIC CORP.

RELATING TO

**COMMUNITY FACILITIES DISTRICT NO. 2 (AMERIGE HEIGHTS)
OF THE CITY OF FULLERTON**

Dated February 19, 2013

JOINT COMMUNITY FACILITIES AGREEMENT

BY AND AMONG

CITY OF FULLERTON

AND

FULLERTON SCHOOL DISTRICT

AND

STANDARD PACIFIC CORP.

**(Community Facilities District No. 2 (Amerige Heights)
of the City of Fullerton)**

THIS JOINT COMMUNITY FACILITIES AGREEMENT (“Agreement”) is made and entered into as of the 19th day of February, 2013, by and among CITY OF FULLERTON, County of Orange, State of California, a general law city (“City”), the FULLERTON SCHOOL DISTRICT, a California public school district organized and operating pursuant to the applicable provisions of the California Education Code and the California Constitution (“School District”) and STANDARD PACIFIC CORP., a Delaware corporation (“Property Owner”).

RECITALS:

A. Property Owner is the owner of certain real property (“Property”) located within the boundaries of the City and the School District, consisting of one hundred and fifteen (115) lots in Tract 17424 in the County of Orange (“County”). The Property description and map is shown on Exhibit “A” attached hereto.

B. Property Owner intends to develop Tract 17424 as 115 single-family detached residential units; as such development may be modified from time to time (the “Project”).

C. The Project will require the payment to School District of all or a part of the Mitigation Fees (defined below) required to finance School Facilities (defined below). The Mitigation Fees are expected to be paid to the School District from Bond Proceeds or other funds hereinafter described.

D. Property Owner is the successor in interest and/or assignee of an Impact Mitigation Agreement between the School District and LSF 11 – Fullerton LLC dated September 15, 2000 and is bound by its terms as to the Mitigation Fees.

E. Pursuant to the request of the Property Owner, the City Council of the City, formed the hereinafter described CFD pursuant to the Act on December 20, 2011. The original formation of the CFD did not include provisions for the financing of the School Facilities, so the City will need to undertake change proceedings under the Act to include the financing of the School Facilities.

F. School District and City are authorized by Section 53313.5 of the Act to finance, by means of the CFD, the School Facilities. This Agreement constitutes a “joint community facilities agreement” (“JCFA”) within the meaning of Section 53316.2 of the Act by and among City, the School District and Property Owner pursuant to which the CFD will be authorized to finance the School Facilities. Pursuant to Section 53316.2 of the Act, a JCFA may be approved by two or more public agencies prior to the formation of a CFD or prior to adoption of a resolution authorizing the issuance of bonds. As provided by Section 53316.6 of the Act, responsibility for construction, maintaining and operating the School Facilities is the School District’s.

G. The provision of the School Facilities is necessitated by the Project, and the parties hereto find and determine that the residents of City, School District and CFD will be benefited by the financing of the School Facilities, and that this Agreement is beneficial to the interests of such residents.

ARTICLE I
GENERAL PROVISIONS

Section 1.1 Recitals.

The above recitals are true and correct and are hereby incorporated by this reference.

Section 1.2 Definitions.

Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

(a) “Act” means the Mello-Roos Community Facilities Act of 1982, as amended, commencing with California Government Code Section 53311, et seq.

(b) “Advances” means an amount paid by Property Owner for Mitigation Fees prior to the issuance and sale of Bonds and which are eligible for repayment from the School District after Bond Proceeds or Special Taxes are received by the School District from the CFD.

(c) “Agreement” means this Joint Communities Facilities Agreement.

(d) “Bond Proceeds” shall mean those net funds generated by the sale of the Bonds.

(e) “Bond Resolution” means that Resolution, Resolution Supplement, Fiscal Agent Agreement, Indenture of Trust or other equivalent document(s) providing for the issuance of the Bonds.

(f) “Bonds” shall mean those bonds, or other securities, issued by, or on behalf of the CFD, as authorized by the qualified electors within the CFD.

(g) “Certificates of Compliance” means those certificates issued by School District pursuant to Education Code Section 17620(b) to Property Owner certifying the Property Owner has paid the Advances in order to obtain a building permit.

(h) “CFD” means Community Facilities District No. 2 of the City of Fullerton.

(i) “Mitigation Agreement” means that Impact Mitigation Agreement between the School District and LSF 11- Fullerton, LLC dated September 15, 2000, as amended pursuant to that certain First Amendment to Impact Mitigation Agreement between the School District and LSF II – Fullerton dated December 12, 2000.

(j) “Mitigation Fees” means those school mitigation fees under the Mitigation Agreement required to finance School Facilities.

(k) “Party” or “Parties” shall mean any one or all of the parties to this Agreement, and the CFD.

(l) “Rate and Method” means the individual Rate and Method of Apportionment of the Special Tax authorizing the levy and collection of special taxes pursuant to proceedings undertaken for the formation of the CFD pursuant to the Act.

(m) “School Facilities” means those grade K-8 permanent and interim school facilities, administration and support facilities, transportation facilities, furniture, equipment and other related facilities identified in proceedings of the CFD that are necessary to accommodate students resulting from the Project and that are eligible under the Act to be financed with Bond Proceeds, and that may be so financed without causing interest on the Bonds to be included in the gross income of the recipients for federal income tax purposes.

(n) “School Fee Fund” means the fund(s), account(s) or sub-account(s) of the CFD (regardless of its designation within the Bond Resolution) into which a portion of the Bond Proceeds or Special Taxes may be deposited in accordance with the Bond Resolution to finance the School Facilities.

(o) “State” means the State of California.

(p) “Special Taxes” means the special taxes authorized to be levied and collected pursuant to the Rate and Method.

ARTICLE II

FORMATION OF THE CFD AND ISSUANCE OF BONDS

Section 2.1 Formation of the CFD.

City, pursuant to a written request from Property Owner’s predecessor initiated proceedings pursuant to the Act for the formation of the CFD, the authorization of the Special Taxes within the CFD and the authorization of Bonds on behalf of the CFD, and the CFD was

formed on December 20, 2011 with the qualified electors approving the levy of the Special Taxes and the future sale of Bonds.

Section 2.2 Issuance and Sale of Bonds.

The City Council of the City, acting as the legislative body of the CFD, may, in its sole discretion, in accordance with its adopted policies, adopt the Bond Resolution and issue the Bonds to finance the School Facilities.

Section 2.3 Bond Proceeds.

(a) Deposits into School Fee Fund. If and to the extent the Bonds are issued, the City shall determine the amount of the Bond proceeds allocable to contribute toward the School Fees, and shall deposit such amount into the School Fees Fund, which will be held by the fiscal agent for the Bonds (the "Fiscal Agent").

(b) Disbursements from School Fees Fund. From time to time following the issuance and sale of the Bonds, the Property Owner and the District may execute and submit a disbursement request, in substantially the form attached as Exhibit B hereto (a "Disbursement Request"), to the Fiscal Agent requesting disbursement from the School Fees Fund of an amount equal to all or any portion of Mitigation Fees payable by the Property Owner (whether representing Advances, as described below, or Mitigation Fees for the project). Neither the City nor the Fiscal Agent shall have any responsibility for determining the timing or amount of any disbursement from the School Fees Fund.

Subsequent to the execution of this Agreement and prior to the issuance and sale of the Bonds, the Property Owner may deposit Advances with the District. The District shall treat all Advances as deposits that will be returned to the Property Owner as and when the District receives corresponding disbursements from the School Fees Fund.

(c) Use of School Fees by District. The District hereby makes the following representations regarding its proposed use of the proceeds of the Bonds, which the District acknowledges and agrees will be relied on by the City and its bond counsel in its analysis and conclusions regarding the federal tax status of the Bonds:

i. Capital Expenditures. The District shall deposit all disbursements received from the Fiscal Agent hereunder into a separate account ("Capital Facilities Account") and use all such funds solely for the payment of all or a portion of the costs to construct School Facilities.

ii. Completion of School Facilities; Accounting for Bond Proceeds. The District expects that it will spend all of the proceeds of the Bonds transferred by the Fiscal Agent under Section 3 above for the costs of constructing School Facilities within 3 years after the date the Bonds are issued. The District shall separately account for and maintain records of the expenditure of the proceeds of the Bonds transferred by the City pursuant to Section 4.1 herein.

iii. No Private Use. The District shall not permit any use of the School Facilities by any private person or entity, other than use by members of the public generally, that would cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 2.4 Responsibility for School Fees.

(a) As of the date of this Agreement, the Mitigation Fees to be financed by the CFD are \$4.36 per square foot of assessable space for each single-family detached residential unit within Tract 17424 which amount is subject to increase under the Mitigation Agreement each January 1, beginning January 1, 2014, until the Bonds are sold. The Parties hereto acknowledge and agree that the final responsibility for the payment of the Mitigation Fees lies with the Property Owner. Payment by the Property Owner of the Mitigation Fees, subject to Section 2.3 herein, or payment for the School Facilities from Bond Proceeds and Special Taxes in the amount of the required Mitigation Fees and compliance with the terms and conditions of this Agreement shall constitute full and complete satisfaction of any and all present and/or future obligations of Property Owner with respect to Government Code Section 65995 et. seq. and Education Code section 17620 or any other state or local statute requiring funding of the School Facilities, except as provided in this Agreement and except for general obligation bonds or parcel taxes approved by the voters.

(b) If the amounts deposited in the School Fee Fund, including investment earnings thereon, if any, are not sufficient to fund the total cost of the Mitigation Fees for the School Facilities, the parties hereto agree that all responsibility and liability for the amount of such shortfall shall be and remain with the Property Owner and shall not lie with the CFD, School District, or City.

(c) School District agrees to utilize or apply funds provided to it by the CFD, in accordance with the Act, the Local Agency Special Tax and Bond Accountability Act (described in Section 5.1 hereof), the requirements of federal tax law compliance with which is necessary in order for interest on the Bonds to be excluded from the gross income of the recipients for federal income tax purposes, and other applicable law, and as set forth herein.

(d) School District shall indemnify, defend, and hold harmless, City, CFD and Property Owner, their respective officers, employees and agents, and each and every one of them from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of or resulting from the violation by School District of any of the terms of this Agreement, or the design, engineering, and construction of the School Facilities and any other facilities constructed with the proceeds of the Mitigation Fees.

Section 2.5 Responsibility for Debt Service or Special Taxes.

School District shall have no obligation, responsibility, or authority with respect to the issuance and sale of the Bonds, the Bond Proceeds available to finance the construction of School Facilities, the payment of the principal and interest on the Bonds, or for the levy of the Special Taxes. City shall have the sole authority and responsibility for all such matters.

The Parties hereto specifically agree that, except as otherwise provided for in Section 2.4, the liabilities of the CFD, including liabilities, if any, of the CFD pursuant to the documents providing for the issuance of Bonds, including the Bond Resolution, shall not be or become liabilities of the School District.

Section 2.6 Administration of the CFD.

City shall have the power and duty to provide for the administration of the CFD, subject to the terms hereof and the Bond Resolution, including employing and compensating all consultants and providing for the various other administration duties set forth in this Agreement. It is understood and agreed by Parties hereto that the School District was not and will not, be considered a participant in the proceedings relative to formation of the CFD or the issuance of the Bonds, other than as a Party to this Agreement.

**ARTICLE III
TERM AND TERMINATION**

Section 3.1 Effective Date.

This Agreement shall become effective and of full force and effect as of the date (“Effective Date”) it is approved and executed by the Property Owner, the Board of Education of the School District and the City Council of the City, to be confirmed by the execution hereof by the authorized representatives of the Parties hereto.

Section 3.2 Termination.

If the CFD is unable to complete the sale of the Bonds prior to July 1, 2022, this Agreement shall thereafter automatically terminate and be of no further force or effect. In such event, the School District shall retain all Advances in full satisfaction of the Mitigation Fees obligations related to the lots within the Project for which Certificates of Compliance were issued. Property Owner shall be required to pay the School District the Mitigation Fees per unit in order to obtain additional Certificates of Compliance.

**ARTICLE IV
ADDITIONAL GENERAL PROVISIONS**

Section 4.1 Recordkeeping; Inspection of Records.

The School District hereby agrees to keep and maintain full and accurate records of all amounts, if any, paid to the School District for Mitigation Fees, and investment earnings thereon, and the City or the CFD hereby agrees to keep and maintain full and accurate records of all amounts, and investment earnings, if any, within the School Fee Fund disbursed to School District from the School Fee Fund. Each Party further agrees to make such records available to any other Party hereto, including Property Owner, during normal business hours upon reasonable prior notice. All such records shall be kept and maintained by the appropriate Party as provided by applicable law and their respective policies. Each of the School District and Property Owner agree that they will cooperate with the CFD and the City, in providing documentation, reports or other data reasonably required and requested by the City or the CFD in meeting the reporting

requirements of the CFD under Sections 50075.1, 50075.3, and 50075.5 and Article 1.5 (commencing with Section 53410) of Chapter 3 of Part 1 of Division 2 of Title 5 of, the Government Code (collectively, the “Local Agency Special Tax and Bond Accountability Act”). The School District’s reporting obligations pursuant to this section shall be limited to providing reports or other data detailing the following: (A) the amount of CFD funds received by the School District to fund Mitigation Fees, (B) the amount of such CFD funds deposited in the Capital Facilities Fund of the School District reflecting Mitigation Fees and the number of dwelling units for which such Mitigation Fees apply, and (C) the School District Facilities that have been acquired or constructed, in whole or in part, with CFD Funds. The School District’s reporting obligation shall terminate when all CFD funds have been disbursed from the School Fee Fund, or from any account or subaccount thereof that has been allocated Bond Proceeds or Special Taxes to finance Mitigation Fees, and the School District has provided to the City a report for the last disbursement received by the School District. If no CFD funds have been received by the School District or used to finance School Facilities since the previous report, no report shall be required and City may rely upon the previous reports.

Section 4.2 Partial Invalidity.

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 4.3 Successors and Assigns.

Property Owner may assign its rights pursuant to this Agreement to a purchaser of the Property, or any portion thereof, who shall be the payer of any Mitigation Fees. Such a purchaser and assignee shall enter into an assignment agreement with the City and the School District, in a form reasonably acceptable to the City and the School District, whereby such purchaser agrees, except as may be otherwise specifically provided therein, to assume the obligations of Property Owner pursuant to this Agreement and to be bound thereby. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Unless assigned by the Property Owner pursuant to this Section 4.3, the right to reimbursement for Advances shall be personal to Property Owner and shall not run with the land or be for the benefit of any subsequent owner of the Property.

Section 4.4 Notice.

Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party or other person shall be deemed to have been received when personally delivered or upon deposit of the same in the United States Post Office registered or certified, postage prepaid, addressed as follows:

City: City of Fullerton
303 W. Commonwealth
Fullerton, CA 92832
Attention: City Manager

School District: Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: Assistant Superintendent, Business Services

Property Owner: Standard Pacific Corp.
15360 Barranca Parkway
Irvine, CA 92618
Attention: Michael Battaglia / Crystal Burkle

Each Party can change its address for delivery of notice by delivering written notice of such change or address to the other parties within ten (10) calendar days prior to such change.

Section 4.5 Captions.

The captions to Sections used herein are for convenience purposes only and are not part of this Agreement.

Section 4.6 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and performed in said State.

Section 4.7 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

Section 4.8 Amendments.

This Agreement may be amended or modified only in writing executed by the authorized representative(s) of each of the Parties hereto.

Section 4.9 Waiver.

The failure of any Party hereto to insist on compliance within any of the terms, covenants or conditions of this Agreement by any other Party hereto, shall not be deemed a waiver of such terms, covenants or conditions of this Agreement by such other Party, nor shall any waiver constitute a relinquishment of any other right or power for all or any other times.

Section 4.10 Cooperation and Execution of Documents.

The Parties hereto agree to complete and execute any further or additional documents which may be necessary to complete or further the terms of this Agreement.

Section 4.11 Attorneys' Fees.

In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys' fees.

Section 4.12 Exhibits.

The following exhibits attached hereto are incorporated into this Agreement by reference.

<u>Exhibit</u>	<u>Description</u>
"A"	Property Description — Tract 17424
"B"	Disbursement Request Form

Section 4.13 Signatories.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

Section 4.14 Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Joint Community Facilities Agreement as of the day and year written alongside their signature below.

CITY OF FULLERTON

Date: _____

By _____
Joe Felz, City Manager

FULLERTON SCHOOL DISTRICT

Date: _____

By _____
Superintendent of the
Fullerton School District

ATTEST:

By: _____
Clerk of the Board of Education of the
Fullerton School District

STANDARD PACIFIC CORP., a Delaware
corporation

Date: _____

By _____
Its _____

EXHIBIT "A"

PROPERTY DESCRIPTION - TRACT No. 17424

SEE ATTACHED MAP

PROPOSED BOUNDARIES OF
CITY OF FULLERTON
COMMUNITY FACILITIES DISTRICT NO. 2
(AMERIGE HEIGHTS)
COUNTY OF ORANGE
STATE OF CALIFORNIA

(1) FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF FULLERTON THIS 21st DAY OF November 2011.

[Signature]
LUCINDA M. WILLIAMS, CITY CLERK

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF CITY OF FULLERTON COMMUNITY FACILITIES DISTRICT NO. 2 (AMERIGE HEIGHTS), COUNTY OF ORANGE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE 15th DAY OF November, 2011 BY ITS RESOLUTION NO. 2011-69.

[Signature]
LUCINDA M. WILLIAMS, CITY CLERK

RECORDING REQUESTED BY:
CITY OF FULLERTON

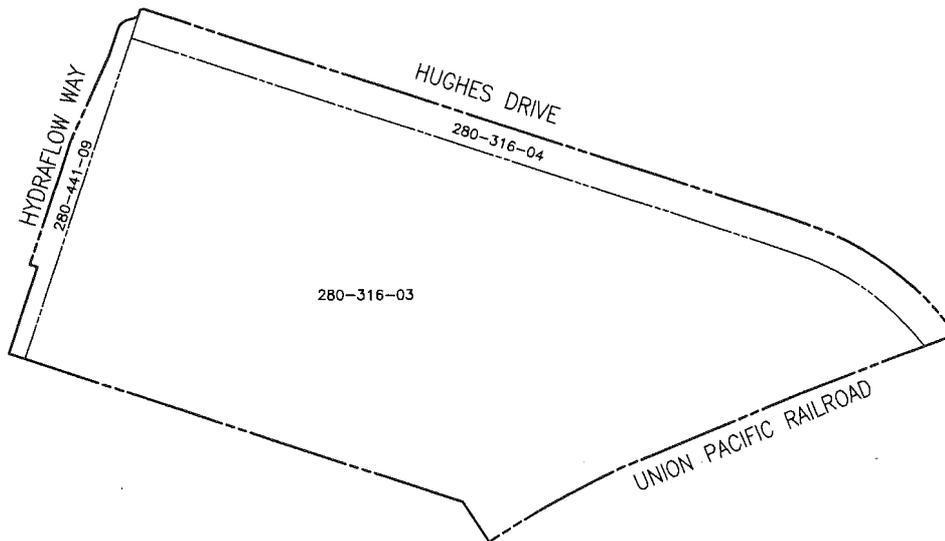
(3) FILED THIS 22nd DAY OF November, 2011 AT THE HOUR OF 11:55 O'CLOCK A.M., IN BOOK 96 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 17 AND AS INSTRUMENT NO. 2011-545041 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

THE OFFICE OF TOM DALY, ORANGE COUNTY CLERK-RECORDER, COUNTY OF ORANGE.

BY [Signature]
DEPUTY

FEE EXEMPT

EXEMPT RECORDING REQUESTED,
PER CA GOVERNMENT CODE § 6103



LEGEND

- PROPOSED BOUNDARIES OF THE CITY OF FULLERTON COMMUNITY FACILITIES DISTRICT NO. 2 (AMERIGE HEIGHTS), COUNTY OF ORANGE, STATE OF CALIFORNIA
- ASSESSOR PARCEL LINE
- 280-XXX-XX F.Y. 2011-2012 ASSESSOR PARCEL NUMBER

REFERENCE IS HEREBY MADE TO THE ASSESSOR MAPS OF THE COUNTY OF ORANGE FOR A DESCRIPTION OF THE LINES AND DIMENSIONS OF THESE PARCELS.

EXHIBIT "B"

DISBURSEMENT REQUEST FORM

**CITY OF FULLERTON
Community Facilities District No. 2
(Amerige Heights)**

The undersigned, Standard Pacific Corp., a Delaware corporation ("Property Owner") and Fullerton School District ("District"), hereby certify as follows:

1 This Disbursement Request is made to the duly appointed and acting fiscal agent (the "Fiscal Agent") with respect to the special tax bonds (the "Bonds") previously issued by the City of Fullerton (the "City"), on behalf of City of Fullerton Community Facilities District No. 2 (Amerige Heights) ("CFD No. 2").

2. The undersigned hereby request that the Fiscal Agent pay to the District, from the School Fee Fund established by CFD No. 2 in connection with the Bonds, the sum set forth below (the "Requested Amount"):

\$ _____

3. The Requested Amount represents Mitigation Fees payable to the District with respect to the development of single-family detached residential units or lots within CFD No. 2, is authorized and payable under that certain Joint Community Facilities Agreement, dated as of February 19, 2013, by and among District, the Property Owner and the City (the "JCFA").

4. The Requested Amount is due and payable, and has not formed the basis of any prior request or disbursement under the JCFA or otherwise.

5. The District covenants as follows with respect to the Requested Amount:

a. The District shall deposit the Requested Amount into the District's Capital Facilities Fund and use the Requested Amount solely for the payment of all or a portion of the costs to construct school facilities.

b. District expects that it will spend the Requested Amount on the costs of constructing school facilities within 3 years after the date the Bonds were issued. The District shall separately account for and maintain records of the expenditure of the Requested Amount pursuant to Section 4.1 of the JCFA.

c. The District shall not permit any use of the school facilities financed with the Requested Amount by any private person or entity, other than use by members of the public generally, that would cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

6. Capitalized terms used but not defined herein have the meanings set forth in the JCFA.

Date: _____

FULLERTON SCHOOL DISTRICT

By: _____

Its: _____

Date: _____

STANDARD PACIFIC CORP.

By: _____

Its: _____

DISCUSSION/ACTION ITEM

DATE: February 19, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

SUBJECT: **ADOPT RESOLUTION #12/13-15 ENTITLING FULLERTON SCHOOL DISTRICT VOLUNTEERS TO WORKERS' COMPENSATION BENEFITS PURSUANT TO LABOR CODE SECTION 3364.5**

Background: Volunteers to the District provide countless hours of unpaid service to the District each year. The District, in accordance with Labor Code 3364.5, has always treated these volunteers as employees of the District for purposes of workers' compensation coverage. Coverage of volunteers is specifically included in the District's excess insurance policy. However, this coverage was not documented in the District's board policies.

Rationale: District counsel, the District's workers' compensation administrator, and the District's insurance broker recommend that volunteer coverage for workers' compensation be documented in the District's board policy. This resolution provides official approval by the Board. Board Policy 3530 will also be revised.

Funding: There is no cost to the District to adopt the resolution.

Recommendation: Adopt Resolution #12/13-15 entitling Fullerton School District volunteers to workers' compensation benefits pursuant to Labor Code section 3364.5.

SH:SM:gs
Attachment

**RESOLUTION #12/13-15 ENTITLING FULLERTON SCHOOL DISTRICT VOLUNTEERS TO
WORKERS' COMPENSATION BENEFITS
PURSUANT TO LABOR CODE SECTION 3364.5**

WHEREAS, the Fullerton School District utilizes unsalaried volunteers to assist District employees in providing valuable educational services to students;

WHEREAS, volunteers perform important tasks which support the educational mission of the Fullerton School District; and

WHEREAS, the Board of Trustees of the Fullerton School District believes that volunteers in the District should be entitled to workers' compensation benefits should they be injured while performing volunteer duties.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Labor Code Section 3364.5, the Board of Trustees of the Fullerton School District hereby deems volunteers to be employees of the District for purposes of workers' compensation coverage pursuant to Labor Code section 3364.5.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that volunteers shall be entitled to workers' compensation benefits in the same manner as District employees for any injuries sustained by a volunteer while engaged in the performance of any service under the direction and control of the Board of Trustees of the Fullerton School District.

Dated: _____

Beverly Berryman, President

Dated: _____

Janny Meyer, Vice President

Dated: _____

Chris Thompson, Clerk

Dated: _____

Hilda Sugarman, Member

Dated: _____

Lynn Thornley, Member

DISCUSSION/ACTION ITEM

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: AUTHORIZE SUPERINTENDENT TO INITIATE REFINANCING OF FULLERTON SCHOOL DISTRICT’S SPECIAL TAX BONDS

Background: The District operates two community facility districts (CFDs):

CFD	Name	Date formed	No. of parcels	Remaining bond authorization	Annual District cash flow	Attendance area
2000-1	Van Daele	6/13/2000	91	\$805,000	\$28,000	Rolling Hills Ladera Vista J.H.
2001-1	Amerige Heights	8/14/2001	1,129	\$5,550,000	\$390,000	Fisler Parks J.H.

The CFDs were originally formed to provide additional funding to the District for capital facilities projects. Currently, funds in excess of the amount needed to pay bond holders accrue to the District and are available for capital projects at the schools in the CFD attendance areas, as well as at the District Office.

Market interest rates are at record lows. The current CFD payment schedule shows interest rates ranging from 5.15% to 6.375%. Estimated rates after refinancing could range from 0.66% to 3.78%. This would provide savings to the District of approximately \$275,000 annually. Savings can be used to reduce taxes for taxpayers and enhance the District’s annual cash flow. Additional cash flow to the District could be used on additional capital facilities projects for the designated schools.

Tim Carty, Piper Jaffrey Financial Consultant for the District, will discuss the refinancing variables, as well as the process.

Rationale: The CFD bonds are currently yielding well above market interest rates. Prudent financial management requires the District to consider refinancing. By approving this agenda item, the Board authorizes the Superintendent to move forward with the refinancing process. Formal authorization documents will be presented to the Board in April.

Funding: Costs to refinance the bonds will come out of the refinancing proceeds. No costs would be charged directly to the District.

Recommendation: Authorize Superintendent to initiate refinancing of Fullerton School District’s special tax bonds.

ADMINISTRATIVE REPORT

DATE: February 19, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE REVISION TO THE 2013/2014 PUPIL ATTENDANCE CALENDAR

Background: The District's 2013/2014 Pupil Attendance Calendar was approved by the Board of Trustees on September 11, 2012. Due to changes in the high school district's attendance calendar, Fullerton School District is proposing to make the same adjustments.

Rationale: Early approval of the 2013/2014 Pupil Attendance Calendar will enable school personnel to sufficiently prepare for an early start date and plan accordingly. Such preparations include, but are not limited to, notifying all constituents, scheduling tests dates, staff development, planning assessments, etc.

Funding: Not applicable.

Recommendation: Approve Revision to the 2013/2014 Pupil Attendance Calendar.

MLD:nm
Attachment



FULLERTON SCHOOL DISTRICT

1401 W. Valencia Drive, Fullerton, CA 92833 (714) 447-7400

PUPIL ATTENDANCE CALENDAR – 2013/2014

First Day for Teachers/Staff Development Day	Thursday, August 8, 2013 (TBD)
First Day of Student Attendance (*K-6, *7 th orientation)	Monday, August 12, 2013
First Day of Student Attendance (8 th)	Tuesday, August 13, 2013
Last Day of Student Attendance (*K-6 th , *7 th)	Thursday, May 29, 2014
Last Day of Student Attendance (8 th)	Friday, May 30, 2014

DAYS STUDENTS DO NOT ATTEND

Labor Day Holiday	Monday, September 2, 2013
Staff Development Day	Friday, September 6, 2013 (TBD)
Conference Day (K-6)/Staff Development Day (7-8)*	Monday, September 23, 2013 (TBD)
Veterans' Day Holiday	Monday, November 11, 2013
Thanksgiving Recess	Monday-Friday, November 25-29, 2013
Winter Recess	Monday-Friday, December 23, 2013–January 3, 2014
Semester Records Day (7/8)/Staff Development Day (K-6)*	Friday, January 10, 2014 December 20, 2013
Martin Luther King's Holiday	Monday, January 20, 2014
Lincoln's Holiday	Monday, February 10, 2014
Presidents' Holiday	Monday, February 17, 2014
Spring Recess	Monday-Friday, March 17-21, 2014 March 24-28, 2014
Memorial Day	Monday, May 26, 2014

QUARTERS (7-8)		TRIMESTERS (K-6)*	
Aug. 12 – Oct. 18-11	47 42 days	Aug. 12 – Nov. 8	62 days
Oct. 21 14 – Jan. 10 Dec. 20	43 days	Nov. 12 – Feb. 28	60 days
Jan. 13 6 – Mar. 24 14	42 47 days	Mar. 3 – May 29	58 days
Mar. 24 – May 29	48 days		

180 Student Days
186 Teacher Work Days

CONFERENCE DAYS

Conference Day	Preschool**, K-6*	September 23, 2013 (TBD)
Fall Conference Week	Preschool**, K-6* (Grades 1-6 Minimum Days)	September 23-27, 2013 (TBD)
Spring Conference Week	Preschool**, K-6* (Grades 1-6 Minimum Days)	March 10-14, 2014 (TBD)
Records Day	Junior High Schools	January 10, 2014 December 20, 2013(TBD)
Conference Days	Junior High Schools Ladera Vista, Nicolas, Parks Ladera Vista, Nicolas, Parks	Fall and Spring Fall: TBD Spring: TBD

* Fisler & Beechwood Schools will follow the K-6 dates and times unless parents are notified differently by Fisler & Beechwood Schools

**Fee-based Preschools @ Beechwood and Sunset Lane Schools

** State Preschools @ Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools
Fee based Childcare @ Acacia, Beechwood, Fern Drive, Fisler, Golden Hill, Hermosa Drive, Laguna Road, Rolling Hills, and Sunset Lane Schools

Board Approval Date: September 11, 2012
Revised Approval Date:

ADMINISTRATIVE REPORT

DATE: February 19, 2013
TO: Board of Trustees
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: **FIRST READING OF REVISED BOARD POLICY 3530 RISK MANAGEMENT/INSURANCE**

Background: Upon adoption of Resolution #12/13-15, the Board has documented that District volunteers, in accordance with Labor Code 3364.5, are treated as employees of the District for purposes of workers' compensation coverage. It is necessary to revise board policy 3530 to document adoption of the resolution.

Additionally, since BP 3530 was last revised by the Board in 1987, District staff recommends deletion of the current BP 3530 and replacement with the most current BP 3530 from the California School Boards Association (CSBA). CSBA provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State. The CSBA policy is not materially different from the original District policy.

The purpose of this Administrative Report will be to afford Board members the opportunity to review this revised board policy, ask questions, receive clarification, and propose revisions prior to approval of this policy at the March 12, 2013, Board of Trustees' meeting.

Rationale: Revised Board Policy 3530 will document adoption of Board Resolution #12/13-15. Additionally, use of the updated policy from CSBA will ensure that the District maintains compliance with State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

SH:gs
Attachment

Fullerton School District

Board Policy

Risk Management/Insurance

BP 3530

Business and Non-instructional Operations

Board Adopted: April 7, 1987

Board Revised:

The Board strongly supports a risk management program that protects District resources and promotes the safety of students, staff, and the public.

The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices. The District shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection. To determine the most economical means of insuring the District consistent with required services, the Superintendent or designee shall annually review the District's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means.

The Board reserves the right to remove an insurance agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the District.

To attempt to minimize the District's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ensure that these policies and related procedures are enforced fairly and consistently.

Workers' Compensation

District Liability and Indemnity Insurance for Employees and Registered Volunteers

All employees and registered volunteers of the Fullerton School District shall be covered by liability and indemnity insurance carried by the District.

To be eligible for compensation, the injury to an employee or registered volunteer must arise from, and in the course of, employment in District.

Employees and registered volunteers injured during the course of employment service and eligible for compensation are required to report all accidents or injuries to their supervisors immediately. Injuries shall be reported by the principal or supervisor to the Risk Management/Business Office. Report forms may be obtained from the supervisor or from the office of the school principal.

It is essential that an injured employee or registered volunteer, report to his physician that he is covered by insurance and his place of employment in order that the physician may prepare the necessary report.

Note: Unsalaries persons authorized by the Board to perform volunteer services for the District shall be deemed to be an employee of the District for the purpose of workers' compensation insurance coverage and shall be entitled to workers' compensation insurance benefits provided for by law for any injury sustained while engaged in the services of the District under the direction and control of the Board. (Reference: Board Minutes February 19, 2013, Item #2c)

Legal Reference:

EDUCATION CODE

17029.5 Contract funding; board liability

17565-17592 Board duties re property maintenance and control

32350 Liability on equipment loaned to district

35162 Power to sue, be sued, hold and convey property

35200-35214 Liabilities, especially:

35208 Liability insurance

35211 Driver training civil liability insurance

35213 Reimbursement for loss, destruction or damage of personal property

35214 Liability self-insurance

35331 Medical or hospital service for students on field trip

39837 Transportation of pupils to places of summer employment

41021 Requirement for employees' indemnity bonds

44873 Qualifications for physician (liability coverage)

49470-49474 District medical services and insurance

GOVERNMENT CODE

820.9 Board members not vicariously liable for injuries caused by district

989-991.2 Local public entity insurance

LABOR CODE

3200-4855 Workers' compensation

(6/859/88)10/95

BUSINESS AND NON-INSTRUCTIONAL OPERATIONS

Insurance Management

General Insurance

~~The Board of Trustees shall maintain an adequate insurance program to protect the District against loss which may occur due to the many normal and usual hazards which a public school system faces and to carry additional insurance, when needed, to protect the District against specific and unusual hazards which may be incurred, from time to time, in the various operations of the District.~~

~~The insurance program shall include, but not be limited to:~~

- ~~1. Fire and Damage Insurance (building and equipment).~~
- ~~2. Fire and Property Damage Insurance (buses and automotive vehicles).~~
- ~~3. Workers Compensation Insurance.~~
- ~~4. Fidelity Bond Insurance.~~
- ~~5. Liability Insurance.~~

~~Where possible, insurance shall be placed through:~~

- ~~1. Full time insurance agents who are qualified for the specific insurance program.~~
- ~~2. Full time agents who qualify for other requirements which may be established by the District to meet specific situations or needs.~~
- ~~3. A joint powers agency.~~

~~The Board of Trustees reserves the right to remove an agent-of-record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the District.~~

~~(cf. 4154 Personnel Insurance/Health & Welfare Benefits)~~

~~(cf. 5143 Students/Insurance/Athletic Insurance)~~

(Legal Reference on following page)

Legal Reference:	Education Code	
	32350	Liability on equipment loaned to district
	35162	Power to sue, be sued, hold and convey property
	35208	Liability insurance
	35209	Aviation liability insurance
	35210	Automobile liability insurance; driver training
	35122	Driver training civil liability insurance
	35212	Insurance coverage for volunteers
	35213	Reimbursement for loss, destruction or damage of personal property
	39601	Furnishing, repairing, insuring and renting of school property
	39837	Transportation of pupils to places of summer employment
	41021	Requirement for employee's indemnity bonds
	44873	Qualifications for physician (liability coverage)
	49472	Medical and hospital services for pupils

~~Adopted: April 7, 1987~~

ADMINISTRATIVE REPORT

DATE: February 19, 2013
TO: Board of Trustees
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Director, Nutrition Services
SUBJECT: **FIRST READING OF REVISED BOARD POLICY 3553 FREE AND REDUCED-PRICE MEALS**

Background: Upon review of current board policies, the following board policy needs to be revised to reflect current laws and practice:

Revised:
Section Title: Business and Non-instructional Operations
BP 3553, Free and Reduced-Price Meals

The purpose of this Administrative Report will be to afford Board members the opportunity to review this board policy, ask questions, receive clarification, and propose revisions prior to approval of this policy at the March 12, 2013, 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.

SH:AC:dlh
Attachment

Fullerton School District

Board Policy

Free and Reduced-Price Meals

BP 3553

Business and Non-Instructional Operations

Board Adopted: April 7, 1987

Board Revised: June 9, 1998, January 17, 2012

The Board of Trustees recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of students from low-income families in the District's food service program.

National School Lunch Program and the School Breakfast Program regulations require that all districts provide at least one nutritionally-adequate meal during each school day be **provided** to needy students as defined in Education Code 49552 as those who meet federal eligibility criteria for free or reduced-price meals.

The Superintendent or designee shall ensure that meals provided through the free and reduced-price meals program meet applicable State and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

~~Eligibility for free or reduced-price meals shall be based on federal regulations as provided by the California Department of Education.~~

~~Parents shall be informed of the District policy concerning free or reduced-price meals. A letter and application form shall be mailed and/or distributed to all households of continuing students on/after July 1st and before school begins for the new school year. The letter shall contain information on eligibility standards, application procedures, appeal procedures, and the federally approved non-discrimination statement. This information and application form shall be provided whenever a new student is enrolled.~~

~~Applications for free or reduced-price meal programs shall be available to students at all times during the regular school day. (Education Code 49557)~~

The District will inform parents and the community of the availability of the National School Lunch and Breakfast Program. Applications for free and reduced-price meals shall be made readily available.

Confidentiality/Release of Records

All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of this code relating to free or reduced-price meal eligibility shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of any free or reduced-price meal program, or any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of any free or reduced-price meal program.

The Board of Trustees may allow the use of individual records pertaining to pupil participation in any free or reduced-price student program solely for the purpose of disaggregation of academic achievement data or to identify pupils eligible for public school choice and supplemental educational services pursuant to the federal No Child Left Behind Act of 2001 provided that the District assures the following:

1. No public release of information regarding individual pupil participation in any free or reduced-price meal program is permitted;
2. Only student program eligibility may be shared;
3. Other information such as family size, income, Social Security numbers, etc. must remain confidential and may not be shared for this purpose;
4. No individual indicators of participation shall be maintained in the permanent record of any pupil not otherwise allowed by law;
5. All other confidentiality provisions required by law are met; and,
6. The information collected regarding individual pupils certified to participate in the free or reduced-price meal program is destroyed when it is no longer needed for its intended purpose.

Data may be provided for these purposes only to the persons in the following positions: Director of Educational Services; Director of Technology and Media Services; Coordinator of Assessment and Accountability; and, Director of Administrative Services.

If a student transfers from the District to another district or to a private school, the Superintendent or designee may release the student's eligibility status or a copy of his/her free and reduced-price meal application to the other district or school to assist in the continuation of the student's meal benefits.

A public news release containing information and eligibility standards for free or reduced-price meals shall be made available to local news media, the employment office, and any major employers who are contemplating large layoffs in the attendance area of the District near the beginning of the school year. Copies of this public release shall be made available upon request to any interested party. Subsequent changes in the District eligibility standards during the school year, which are approved by the State agency, shall also be announced publicly.

California Education Code ~~49557~~ **49558** requires the District to develop a plan ensuring that students receiving free and reduced-price meals are not discriminated against in the implementation of the food services program. The Fullerton School District's approved plan ensures that:

1. The names of the children shall not be published, posted, or announced in any manner, or used for any other purpose other than as specified in Education Code 49558.
2. There shall be no overt identification of any of the children by the use of special tokens or tickets or by any other means.
3. The children shall not be required to work for their meals or milk.
4. The children shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.
5. When more than one lunch, breakfast or type of milk is offered, the children shall have the same choice of meals or milk that is available to those children who pay the full-price.

Legal Reference:

EDUCATION CODE

48980 Notice at beginning of term
49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act of 1974
49547-49548.3 Comprehensive nutrition service
49550-49562 Meals for needy children

CODE OF REGULATIONS, TITLE 5

15510 Mandatory meals for needy students
15530-15535 Nutrition education
15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 20

1232g Federal Educational Rights and Privacy Act
6301-6514 Title I programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch program
1771-1791 Child nutrition, especially:
1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program
220.10-220.21 National School Breakfast Program
245.1-245.13 Determination of eligibility for free and reduced-price meals and free milk

Management Resources:

CSBA PUBLICATIONS

Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT BULLETINS
USDA-SNP-07-2010 Change in Free and Reduced-Price Meal Application Approval Process, September 2010
NSD-SNP-12-2010 Clarification Regarding the Ability to Share Student Meal Program Eligibility Information Between School Food Authorities, April 2010
04-103 Implementation of Final Rule on Verification of Applications for Free and Reduced-Price Meals, August 2004
98-101 Confidentiality of Free and Reduced-Price Eligibility Information, February 1998

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Feed More Kids, Improve Program Participation

Direct Certification Implementation Checklist, May 2008

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Eligibility Manual for School Meals: Federal Policy for Determining and Verifying Eligibility, January 2008

Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

CSBA Revisions
(11/04 11/07) 3/11