

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, June 25, 2013  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Berryman called Regular meeting of Fullerton School District Board of Trustees to order at 5:32 p.m., and Susan Mercado, Principal at Maple School, led the pledge of allegiance.

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

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:33 p.m., the Board recessed to Closed Session for: • Superintendent Evaluation, Board Representative Beverly Berryman [Government Code section 54957.6].

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

The Board returned to Open Session at 6:06 p.m. and Captain Lorraine Jones led the pledge of allegiance to the flag. There was no report from Closed Session.

Introductions/Recognitions

Dr. Pletka introduced the newly appointed administrators: Paska Juncaj-Yehva (Principal at Rolling Hills School), Yolanda Castillo (Principal at Pacific Drive School), Anita Lomeli (Principal at Commonwealth School), Danielle Ramirez (Assistant Principal at Ladera Vista Junior High School), and Deanna Scott (Director of Student Support Services).

Public Comments

Joe Imbriano, parent, expressed his concern regarding the exposure caused by wireless devices in classrooms and shared he has created a new blog with information. Dr. Pletka will follow-up with the Board regarding Mr. Imbriano's concerns.

Superintendent's Report

Dr. Pletka welcomed the newly appointed administrators to the Fullerton School District.

Information from the Board of Trustees

Trustee Thornley- She congratulated the 8<sup>th</sup> grade class who promoted in 2013 from the Fullerton School District. She attended the District's Junior High Music Program at Plummer Auditorium on June 4<sup>th</sup>.

Trustee Thompson- He attended the promotion at Parks Junior High School and congratulated all 8<sup>th</sup> grade students Districtwide who participated in promotions.

Trustee Meyer – She attended end-of-the-year school activities such as promotions, student performances, reader's theatre (at Beechwood School) and the FETA/District end of the year event, and the District Office barbeque. Trustee Meyer thanked Dennis Perry (Assistant Principal at Nicolas Junior High School) and Katina Rhodes (Assistant Principal at Ladera Vista Junior High School) for their service to students (both are leaving the District). She welcomed the newly appointed administrators.

President Berryman – She echoed the same sentiment about participating in fantastic end-of-the-year school activities and promotions. She thanked Pat Padilla for her coordination of the District office barbeque. President Berryman commended Amanda Colon, Director of Nutrition Services, for providing a very useful and informative parent newsletter. She recently attended the National PTA Convention and was impressed with inspirational speakers who spoke on how to make students confident and successful.

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

PTA- no report.

FETA – Kristin Montoya- (reported on behalf of Karla Turner). She shared FETA has had a successful 2012/2013 school year and looking forward to the upcoming school year. FETA has new officers: Jesus Silva (First VP), Kristin Montoya (Second VP), Ken Zeh (Reporting Secretary), Jasel Contreras (Corresponding Secretary), Cathy Wilson (PAC chairperson), and Karla Turner (President). The New Teacher Breakfast will be held on August 7<sup>th</sup>. The Partnership between Administration and Labor) Retreat will be held on October 8<sup>th</sup>.

CSEA– no report.

FESMA– Susan Mercado- no report.

#### Information Items

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

#### Approve Minutes

Moved by Chris Thompson, seconded by Janny Meyer and carried 4-0 to approve the minutes of the Regular meeting of June 4, 2013. It was moved by Janny Meyer, seconded by Chris Thompson, and carried 3-0 (Trustee Thornley abstained from voting for not being present) to approve the revised minutes of the Special meeting of June 12, 2013 (revision: to reflect Trustee Thornley not being present).

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

##### Consent Items

Moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0 to approve the consent items.

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 G22C0168 through G22C0171, G22D0942 through G22D0957, G22M0208 through G22M0223, G22R0891 through G22R0920, G22S0020, G22V0158 through G22V0163, and G22X0412 through G22X0426 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150892 through 150955 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 88131 through 88482 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9671 through 9689 for the 2012/2013 school year.

1g. Approve/Ratify warrants numbered 1137 through 1138 for the 2012/2013 school year (District 48, Amerige Heights).

1h. Approve organizational memberships for 2013/2014.

1i. Approve agreement between Fullerton School District and Southern California Regional Rail Authority (Metrolink) for participation in Metrolink's Corporate Pass Program, effective beginning July 1, 2013.

1j. Approve Retainer Agreement for legal services with Parker and Covert LLP, effective July 1, 2013.

1k. Approve/Ratify Classified Personnel Report.

1l. Approve/Ratify amended Child Development Facilities Renovation and Repair Contract effective July 1, 2010 through June 30, 2013.

1m. Approve 2013/2014 Nonpublic School (NPS) Master Contracts with Approach Learning and Assessment Center (ALAC), Inc., Blind Children's Learning Center, Rossier Park Elementary and Rossier Park School.

1n. Approve 2013/2014 Nonpublic Agency (NPA) Master Contracts with Advantage on Call, Augmentative Communication Therapies, Autism Spectrum Consultants, Inc., Bilingual Therapies, Coast Speech Pathology

and Associates, Cornerstone Therapies, Gallagher Pediatric Therapy, Gold Coast Youth Services and Transport, Goodwill Industries of Orange County (ATEC), On Assignment HealthCare Staffing, Inc., Providence Speech and Hearing, Rossier Educational & Mental Health Enterprises, Inc., Speech Bananas, Speech Pathology Associates (SPA), Summit Speech Pathology, United Cerebral Palsy of Orange County and Western Youth Services.

1o. Approve 2013/2014 Independent Contractor Agreements with Allied Interpreting Service, Inc., Janice H. Carter-Lourensz, M.D., M.P.H., Dayle McIntosh Center For The Disabled, Sheila Doctors, Deborah Neuhoff, Kimberly Palmiotto, Ph.D., Coastal Educational Services, Perry Passaro, Ph.D., Robert Goode Patterson, Psy.D., Patricia Polcyn, OTR/L, and Jane R. Vogel, M.A., Consulting, Inc.

1p. Approve 2013/2014 Memorandum of Understanding (MOU) between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Special Education programs and procedures.

1q. Approve submission to the California Department of Education of the Spring Consolidated Application for Funding Categorical Aid Programs for the 2013/2014 school year.

1r. Approve Out-of-State Conference for Emy Flores, Principal, Valencia Park School, Kim Bass, teacher, Fisler School, and Robert Craven, Director, Technology and Media Services to attend the Apple Distinguished Educator (ADE) Institute on July 14-19, 2013 in Austin, Texas.

1s. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2013 and terminating June 30, 2014.

1t. Approve Independent Contractor Agreement between Fullerton School District and Caitlin Orr effective July 1, 2013 through June 30, 2014.

1u. Approve Independent Contractor Agreement with Kristin Thomsen for to provide professional development training from July 29-31, 2013.

1v. Approve Contract between Fullerton School District and Marzano Research Laboratory for professional development services during the 2013/2014 school year.

1w. Approve Trish Behlings and Beci Weed, Technology & Media Services, to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 28 – August 1, 2013.

1x. Approve continued participation for the 2013/2014 school year in the Beginning Teacher Support and Assessment (BTSA) Program under the Teacher Credentialing Block Grant and approve Fullerton School District as the Local Educational Agency (LEA).

#### Discussion/Action Items

Item #2l addressed at this time.

2l. Discuss and take action on whether to renew the Fullerton Collaborative Restricted Project Grant Agreement for the 2013/2014 school year.

Dr. Pletka shared the District is concerned about potential conflicts of interest related to the Collaborative Director and her ongoing dual employment relationship between the School District and the Collaborative. The School District Board of Trustees has an ethical duty to avoid contractual arrangements which lead to potential conflicts of interest that undermine the best interests of the District's students and families it serves.

Under public comments the following people shared their thoughts that the District should renew the memorandum of understanding with the Fullerton Collaborative and maintain the current Collaborative Director: Karla Moran, J.D. DeCaprio, Art Patino, Karen Rose, Georgene Bravo, Alex Osborne, Monish Bart, Adam Moore, Thomas Nixon, Barry Ross, Lorraine Jones, Rick Alvarez, and Bridgette Waller. Pam Keller spoke to the

Board regarding her employment with the District.

It is the School Board's hope that it will continue to work hand in hand with the Fullerton Collaborative and continue to mutually serve the children and the families of the Fullerton School District. After extensive conversation, Chris Thompson made a motion, seconded by Lynn Thornley, and carried 3-0-1 (President Berryman abstained) to not renew the Fullerton Collaborative Restricted Project Grant Agreement for the 2013/2014 school year.

2a. Approve Second Revision to the 2013/2014 Pupil Attendance Calendar.

It was moved by Janny Meyer, seconded by Lynn Thornley and carried 4-0 to approve Second Revision to the 2013/2014 Pupil Attendance Calendar.

2b. Approve Lease Schedule No. 4 between Fullerton School District and CSI Leasing, Inc., effective as of July 1, 2013.

It was moved by Lynn Thornley, seconded by Janny Meyer and carried 4-0 to approve Lease Schedule No. 4 between Fullerton School District and CSI Leasing, Inc., effective as of July 1, 2013.

2c. Adopt Resolution #12/13-26 regarding the Education Protection Account.

It was moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0 to adopt Resolution #12/13-26 regarding the Education Protection Account.

The Board took a recess at 8:44 p.m. and resumed Open Session at 8:47 p.m.

2d. Adopt the 2013/2014 Budget—All Funds.

Susan Hume, Assistant Superintendent of Business Services, gave an overview of the 2013/2014 Budget. It was moved by Chris Thompson, seconded by Janny Meyer and carried 4-0 to adopt 2013/2014 Budget- All Funds.

2e. Award contract for Package 01: Acacia Elementary School Lunch Shelters, Ball Wall and Modular Building Addition: FSD-13-14-DF-01, to R. Jensen Company, Inc.

It was moved by Chris Thompson, seconded by Lynn Thornley and carried 4-0 to award contract for Package 01: Acacia Elementary School Lunch Shelters, Ball Wall and Modular Building Addition: FSD-13-14-DF-01, to R. Jensen Company, Inc.

2f. Award contract for Package 02: Golden Hill Elementary School Lunch Shelter, Valencia Park Elementary Ball Wall, Laguna Road Elementary School Lunch Shelter: FSD-13-14-DF-02, to R. Jensen Company, Inc.

It was moved Chris Thompson, seconded by Lynn Thornley and carried 4-0 to award contract for Package 02: Golden Hill Elementary School Lunch Shelter, Valencia Park Elementary Ball Wall, Laguna Road Elementary School Lunch Shelter: FSD-13-14-DF-02, to R. Jensen Company, Inc.

2g. Award contract for Package 03: Beechwood Elementary School Lunch Shelter, Fern Drive Elementary School Lunch Shelter and Commonwealth Elementary School Lunch Shelters: FSD-13-14-DF-03, to R. Jensen Company, Inc.

It was moved Chris Thompson, seconded by Lynn Thornley and carried 4-0 to award contract for Package 03: Beechwood Elementary School Lunch Shelter, Fern Drive Elementary School Lunch Shelter and Commonwealth Elementary School Lunch Shelters: FSD-13-14-DF-03, to R. Jensen Company, Inc.

2h. Award contract for Paving Repairs at Various Schools, District Office, and Ancillary Work: FSD-13-14-DM-01, to Terra Pave and Universal Asphalt Co., Inc.

It was moved by Chris Thompson, seconded by Lynn Thornley and carried 4-0 to award contract for Paving

Repairs at Various Schools, District Office, and Ancillary Work: FSD-13-14-DM-01, to Terra Pave and Universal Asphalt Co., Inc.

2i. Award contract for Woodcrest Fencing: FSD-13-14-RD-01, to A-1 Fence Company.

It was moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0 to award contract for Woodcrest Fencing: FSD-13-14-RD-01, to A-1 Fence Company.

2j. Approve Position Description for Program Director of Child Development Services.

Mark Douglas, Assistant Superintendent of Personnel Services, shared the Director of Child Development Services needs to be transferred from a Classified to Certificated position due to Director evaluating staff. It was then moved by Lynn Thornley, seconded by Janny Meyer and carried 4-0 to approve Position Description for Program Director of Child Development Services.

2k. Approve Position Description for Behavior/PBIS Intervention Teacher.

It was moved by Janny Meyer, seconded by Lynn Thornley, and carried 4-0 to approve Position Description for Behavior/PBIS Intervention Teacher.

2m. Present Fullerton School District's California Common Core Standards (CCCS) Three Year Implementation Plan and Approve License and Service Agreement between Fullerton School District and The Synced Solution, LLC, to provide an integrated software program and training to support the implementation and alignment of CCCS from July 1, 2013 through June 30, 2014.

It was moved by Lynn Thornley, seconded by Janny Meyer and carried 4-0 to approve License and Service Agreement between Fullerton School District and The Synced Solution, LLC, to provide an integrated software program and training to support the implementation and alignment of CCCS from July 1, 2013 through June 30, 2014.

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

No requests.

Adjournment

President Berryman adjourned the Regular meeting on June 25, 2013 at 9:46 p.m.

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Clerk/Secretary, Board of Trustees

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

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

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

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]

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

Public Comments/Persons Addressing the Board – Policy

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

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

Introductions

Public Comments

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular Meeting on June 25, 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 G22B0025, G22C0172, G22D0958 through G22D0962, G22M0224 through G22M0230, G22R0921 through G22R0968, G22T0010 through G22T0013, G22V0164, G22X0427 through G22X0430 for the 2012/2013 fiscal year; H22B0001 through H22B0002, H22C0001 through H22C0012, H22D0001 through H22D057, H22L0001 through H22L0003, H22M0001 through H22M0025, H22R0001 through H22R0061, H22S0001, H22V0001 through H22V0012, H22X0001 through H22X0091, H22Y0011 through H22Y0018, and H22Z0001 through H22Z0086 for the 2013/2014 fiscal year.

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

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

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

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

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

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

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

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

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

1m. Approve Independent Contractor Agreement between Fullerton School District and WestEd Center for Child and Family Studies for Desired Results Developmental Profile Tech Training on August 30, 2013.

1n. Approve/Ratify warrant number 1089 for the 2012/2013 school year (District 40, Van Daele).

1o. Approve/Ratify warrants numbered 1139 through 1140 for the 2012/2013 school year (District 48, Amerige Heights).



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

#### Discussion/Action Items

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

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

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

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

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

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

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, August 20, 2013, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** July 30, 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), reclassification(s), extra duty assignment(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 JULY 30, 2013**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Maria Bradley	Substitute Teacher	Employ	100	06/20/2013
Mary Ann Villalobos	Substitute Teacher	Employ	100	06/20/2013
Naomi Adam	1 <sup>st</sup> Grade/Maple	III/6	100	08/08/2013
Edward Briggs	Science/Nicolas	IV/4	100	08/08/2013
Leigh-Anna Booher	School Psychologist/ Student Support Services	I/D	511	07/01/2013
Stephanie Burcombe	Kindergarten/Fisler	II/1	100	08/08/2013
Cortney Carreon	Speech/ Student Support Services	IV/1	141	08/08/2013
Denise Carrillo	Transitional Kindergarten/ Pacific Drive	III/5	100	08/08/2013
Brenda Chavarin	5 <sup>th</sup> Grade/Orangethorpe	III/5	100	08/08/2013
Ina Chou	5 <sup>th</sup> Grade/Beechwood	III/1	100	08/08/2013
John Gustafson	5 <sup>th</sup> Grade/Richman	IV/2	100	08/08/2013
Claudia Johnston	Transitional Kindergarten/ Raymond	II/1	100	08/08/2013
Brittney Koski	4 <sup>th</sup> Grade/Acacia	III/1	100	08/08/2013
Jeannette Lujan	Preschool SDC/ Commonwealth	III/1	125	08/08/2013
Lauren Lee	4 <sup>th</sup> Grade/Maple	III/1	100	08/08/2013
Jose Pereyra	Counselor/Ladera Vista	III/2	512	08/08/2013
Jacqueline Perez	Multi Age K-3/Rolling Hills	II/1	100	08/08/2013
Meghan Phillips	5 <sup>th</sup> Grade/Fern Drive	IV/1	100	08/08/2013
Florinda Rasmusson	3 <sup>rd</sup> Grade/Maple	IV/6	100	08/08/2013
Ana Ruiz	1 <sup>st</sup> Grade/Maple	IV/6	100	08/08/2013
Eliza Sussman	Social Science/Nicolas	III/1	100	08/08/2013
Isabella Wasaznik	Kindergarten/Valencia Park	IV/5	100	08/08/2013
Vicki Williams	Language Arts/Fisler	IV/3	100	08/08/2013

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 30, 2013**

**RECLASSIFICATION(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Marilee Cosgrove	Program Director/ Child Development Services	VI/G	310	07/01/2013

**EXTRA DUTY ASSIGNMENT(S)**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Shelly Berglund	Contractual hourly rate of \$37.23 not to exceed 15 hours budget #125	08/01/13-08/07/13
Cortney Carreon	Contractual hourly rate of \$37.23 not to exceed 12 hours budget #141	08/01/13-08/07/13
Chung Roh	Contractual hourly rate of \$37.23 not to exceed 2 hours budget #141	06/17/2013
Patricia Hocking	Contractual hourly rate of \$37.23 not to exceed 6 hours budget #130	08/01/13-08/07/13
Jeannette Lujan	Contractual hourly rate of \$37.23 not to exceed 30 hours budget #125	08/01/13-08/07/13
Tara Peters	Contractual hourly rate of \$37.23 not to exceed 2.5 hours budget #142	06/17/2013
Cheryl Roy	Contractual hourly rate of \$37.23 Not to exceed 22 hours budget #125	07/01/13-08/07/13
Gina Ortiz	Contractual hourly rate of \$37.23 Not to exceed 24 hours budget #224	06/17/13-06/19/13

**Woodcrest Extended School Year – Special Education**

**Approve contractual hourly rate per FETA agreement for the number of days indicated below, June 20–July 19, 2013 from budget #123 for the following certificated personnel:**

Maria Bradley (21 days)	Zona Gray-Blair (3 days)	MaryAnn Villalobos (21 days)
Heidi Ferlin (13 days)	Elizabeth Makino (21 days)	

**Project CREATE**

**Approve stipend of \$500.00 to be paid in two increments, \$250.00 in September 2013 and \$250.00 in May 2014 from budget #212, for participation in Project CREATE Grant for the following certificated personnel:**

Lori Trotter                      Ann Nilsen

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

Rebecca Cash	Robin McIndoo	Lisa Vanover	Martha Floyd
Judy Knowles	Catalina Davis	Jennifer Pike	Carol Watts
Michelle Kim	Judith Beleber	Vicki Lawhorn	Mark Jacobs
Ann Scott	Dalila Tirado	Danielle Bagger	Debbie Bristow

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 30, 2013**

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

**Project CREATE – Continued**

**Approve contract hourly rate of \$37.23 not to exceed 14 hours from budget #415 for participation in Project CREATE training on August 5-6, 2013 for the following certificated personnel:**

Lori Trotter

Ann Nilson

**Approve contract hourly rate of \$37.23, not to exceed 14 hours from budget #258 for participation in Project CREATE training on August 5-6, 2013 for the following certificated personnel:**

Rebecca Cash  
Judy Knowles  
Michelle Kim  
Ann Scott

Robin McIndoo  
Catalina Davis  
Judith Beleber  
Dalila Tirado

Lisa Vanover  
Jennifer Pike  
Vicki Lawhorn  
Danielle Bagger

Martha Floyd  
Carol Watts  
Mark Jacobs  
Debbie Bristow

**Technology Professional Development Workshop**

**Approve stipend of \$100.00 per day from budget #309 for participation in a Technology Professional Development Workshop on June 26-28, 2013 for the following certificated personnel:**

Anne LaFont  
Debbie Hutchison  
Jessica DiLuigi  
Nancy Regitz  
Tracey Anderson  
Heidi Cockerill  
Lara Lewis  
Stephanie Given  
Charles Choi  
Janette Bustamante

Marisa Sonny  
Mary Louise Uys  
Pamela Miller  
Ruben Reed  
Sandra Bretz  
Elizabeth Zoellner  
Emily Hancock (2 days)  
Heeyoung Song  
Leslie Santillan  
Amy Sylvester

Carol Briggs  
Danna Brookman  
Matthew Mankiewicz  
Nancy Kozma  
Marcie Stanislaw  
Darcy Blake  
Lynda Hodges  
Maria Ramirez  
Jesus Silva  
Betty Chang

Nancy Karcher  
Shoshana Mahorney  
Gwynne Hill  
Lois Chow  
Ivy Ninofranco  
Karen Twardos  
Susan Chu  
John Gustafson

**Approve stipend of \$100.00 per day from budget #309 for participation in a Technology Professional Development Workshop on July 29-31, 2013 for the following certificated personnel:**

Kim Brewer  
Carin Leavitt  
Lori Trotter  
Christina Corradino  
Jennifer Kester  
Karen Nelson  
Kirsten Hubbard  
Dolph Petris  
Suzanne Lee  
Gina Ortiz

Jennifer Maloney  
Jenny Rovira  
Marlon Barcelona  
Leslie Corsini  
Shannon Glasby  
Celia Pilkington  
Darlene Waters  
Marcy Rowatt  
Marisol Hernandez  
Rachel McCormick

Terry Radzai-  
Sanchez  
Debbie Orwat  
Lauren Nguyen  
Leah Wathen  
Yvonne Sylvester  
Angela Joo  
Angela Lee  
Danielle Bagger  
Deborah Bristow

Eden Oeding  
Mark Jacobs  
Martha Floyd  
Rosalie Stout  
Theresa Collar  
Vicki Lawhorn  
Ken Zeh  
Mark Bornstein  
Susie Wren

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 30, 2013**

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

**Illuminate Power Users Training**

**Approve stipend of \$50.00 from budget #508 for attending Illuminate Power Users Training on August 2, 2013 for the following certificated personnel:**

Kim Bass	Kristi Hernandez	Rachel McCormick	Erica Render
Debbie Bristow	Mark Jacobs	Robin McIndoo	Holly Steele
Stephanie Given	Malinda Jeffries	LeeAnn Mulay	Rochelle Wolf
Emily Hancock	Christi Martinez	Celia Pilkington	

**Approve stipend of \$50.00 from budget #508 for attending Illuminate Power Users Training on August 5, 2013 for the following certificated personnel:**

Amber Angulo	Christina Corradino	Mark Kolb	Jenny Rovira
Kim Barr	Jessica DiLuigi	Edna Melton	Karen Twardos
Mark Bornstein	Elizabeth Ellison	Andy Montoya	Kari Udhus
Alica Cha	Jennifer Garibay	Debbie Orwat	Anthony Wilson
Susan Chu	Kirsten Hubbard	Debbie Ronstadt	

**Preschool Inclusion and Improvement Task Force Workshop**

**Approve stipend of \$100.00 per day from budget #235 for attendance and participation in Preschool Inclusion and Improvement Task Force workshop, June 18, 19 and July 24, 2013, for the following certificated personnel:**

Shelly Berglund	Sandra Shearer	Debbie Williamson
Kelly White	Patty Brambila	

**Academic Template Task Force Workshop**

**Approve stipend of \$100.00 per day from budget #235 for attendance and participation in Academic Template Task Force workshop, June 18 and July 23, 2013 for the following certificated personnel:**

Shannon Ambuehl	Kelli Edwards	Lori Reed	Linda Wingfield
Celeste Clary	Rossana Fonseca	Orba Smith	

**Approve daily rate from budget #235 for attendance and participation in Academic Template Task Force workshop on June 18, 2013 for Ann Kim.**

**Transitional Kindergarten**

**Approve stipend of \$100.00 per day from budget #401 for attendance and participation in Transitional Kindergarten Curriculum Preparation Workshop on July 26, 2013, for the following certificated personnel:**

Eva Arreola	Melissa Moyer	Claudia Johnston
Denise Carrillo	Jennifer Schaller	Leslie Taylor

**Approve contractual hourly rate of \$37.23 from budget #401 not to exceed 3 hours for Transitional Kindergarten preparation on July 1, 2013, for the following certificated personnel:**

Denise Carillo	Leslie Taylor
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**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 30, 2013**

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

**Algebra PLC Workshop**

**Approve stipend of \$100.00 per day from budget #508 for attendance and participation in Algebra PLC workshop on July 11 and 18, 2013 for the following certificated personnel:**

Jason Chong                      Pamela Miller                      Leslie Santillan (1 day)

**FJUHSD Math Summer Workshop**

**Approve stipend of \$50.00 per day from budget #508 for attendance and participation in FJUHSD Math Summer Workshop on July 12 and 19, 2013 for the following certificated personnel:**

Jason Chong                      Pam Miller                      Leslie Santillan

**Distinguishing Language Development and Disabilities Workshop**

**Approve stipend of \$100.00 from budget #224 for attending the English Learners and Special Education: Distinguishing Language Development and Disabilities workshop on August 1, 2013 for Rossana Fonseca.**

**Lindamood-Bell Seeing Stars Workshop**

**Approve stipend of \$100.00 per day from budget #212 to attend the Lindamood-Bell Seeing Stars workshop August 4-6, 2013 for the following certificated personnel:**

Rachel McCormick              Terry Radzai-Sanchez              Darlene Waters

**Lindamood-Bell Visualizing and Verbalizing Workshop**

**Approve stipend of \$100.00 per day from budget #212 to attend the Lindamood-Bell Visualizing and Verbalizing workshop August 6-7, 2013 for the following certificated personnel:**

Jodi Lagman                      Marcy Rowatt                      Katherine Weber

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Pamela Keller	Fullerton Collaborative (50%)/ Educational Services	Leave of Absence	2013/2014
Stephanie Schrock	P.E. (60%)/Maple/Hermosa	Resign	06/14/2013
Pamela Weed	P.E. (50%)/Orangethorpe	Resign	06/14/2013

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 July 30, 2013.

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Clerk/Secretary



CONSENT ITEM

**DATE:** July 30, 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: July 30, 2013*

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Acacia	Acacia Elementary PTA		monetary donation	for the school	\$50.00
Acacia	Jamba Juice	Community Partner	monetary donation	for the school	\$120.00
Acacia	Parker Anderson	Community Partner	monetary donation	for the school	\$115.50
Beechwood	Beechwood PTSA	Community Partner	monetary donation	for the school	\$1,000.00
Beechwood	Beechwood School Foundation	Community Partner	monetary donation	for the 5 <sup>th</sup> grade	\$500.00
Beechwood	Mrs. Jill Stecher	Parent	monetary donation	for supplies	\$30.00
Beechwood	Western Digital	Community Partner	monetary donation	for the school	\$150.00
District	All the Arts for All the Kids Program	Community Partner	monetary donation	for art classes	\$12,910.00
District	Ed and Judy Lieb	Community Partner	one 24" iMac	for Technology and Media Services	
District	McCoy Mills Ford	Community Partner	monetary donation	for All the Arts for All the Kids Program	\$1,000.00
Fern Drive	Ju Oh	Parent	monetary donation	for the school	\$40.00
Fisler	Cantrell Photography	Community Partner	monetary donation	for 8 <sup>th</sup> grade promotion programs	\$849.00
Fisler	Edison International	Community Partner	monetary donation	for the school	\$215.00
Golden Hill	Cantrell Photography	Community Partner	monetary donation	for Outdoor Science School	\$672.00
Golden Hill	Lee and Rachel Coleman	Parents	monetary donation	for Outdoor Science School	\$200.00
Golden Hill	Golden Hill PTA		monetary donation	for the Daddy/Daughter Dance	\$559.82
Hermosa Drive	Mr. and Mrs. D. Woodruff	Grandparents	monetary donation	for 6 <sup>th</sup> grade	\$100.00
Laguna Road	Chih-Hsing Cheng and Chwei-Fun King	Parents	monetary donation	for the school	\$2,000.00
Laguna Road	Laguna Road Support Our School	Community Partner	monetary donation	for P.E. and technology programs	\$30,000.00
Laguna Road	Bob and Lily Monez	Community Partners	1966-1994 National Geographic magazines	for the school library	
Laguna Road	Mums the Word	Community Partner	ten flower bouquets	for 6th grade parent volunteer appreciation	
Maple	Brighton	Community Partner	monetary donation	for math and music programs	\$201.80
Maple	Cantrell Photography	Community Partner	monetary donation	for the school	\$419.00
Nicolas J.H.	Anonymous	Anonymous	monetary donation	for the dance program	\$145.01
Orangethorpe	Melissa Jespersen	Parent	monetary donation	for the school	\$187.17
Orangethorpe	Orangethorpe PTA		monetary donation	for the school	\$1,700.00

**FULLERTON SCHOOL DISTRICT**

*Gifts: July 30, 2013*

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Orangethorpe	Warmel Management Company	Community Partner	monetary donation	for the school	\$1,006.09
Parks J.H.	Edison International	Community Partner	monetary donation	for the school	\$200.00
Parks J.H.	Edison International	Community Partner	monetary donation	for art class	\$200.00
Raymond	Chuck E Cheese	Community Partner	monetary donation	for the garden program	\$304.12
Richman	Cantrell Photography	Community Partner	monetary donation	for the school	\$737.00
Richman	Corpus Christi Institute	Community Partner	monetary donation	for the Richman Readers Program	\$300.00
Rolling Hills	PNB Group/Ruby's Diner	Community Partner	monetary donation	for Rooms 1 and 2	\$42.86
Rolling Hills	Rolling Hills PTA		monetary donation	for the school	\$134.31
Rolling Hills	Rolling Hills MP3 Program	Community Partner	monetary donation	for the MP3 Program	\$260.00
Rolling Hills	Wahoo's Fish Tacos	Community Partner	monetary donation	for Rooms 1 and 2	\$168.78
Rolling Hills	Wells Fargo	Community Partner	monetary donation	for the Ace Program	\$134.61

CONSENT ITEM

**DATE:** July 30, 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 G22B0025, G22C0172, G22D0958 THROUGH G22D0962, G22M0224 THROUGH G22M0230, G22R0921 THROUGH G22R0968, G22T0010 THROUGH G22T0013, G22V0164, G22X0427 THROUGH G22X0430 FOR THE 2012/2013 FISCAL YEAR; H22B0001 THROUGH H22B0002, H22C0001 THROUGH H22C0012, H22D0001 THROUGH H22D057, H22L0001 THROUGH H22L0003, H22M0001 THROUGH H22M0025, H22R0001 THROUGH H22R0061, H22S0001, H22V0001 THROUGH H22V0012, H22X0001 THROUGH H22X0091, H22Y0011 THROUGH H22Y0018, AND H22Z0001 THROUGH H22Z0086 FOR THE 2013/2014 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

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

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 07/30/2013

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22B0025	FOLLETT EDUCATIONAL SERVICE	16,391.76	16,391.76	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
G22C0172	INTL SOCIETY FOR TECHNOLOGY IN	828.00	828.00	0130228101 5210	Econ Impact Aid Valencia Park / Conferences and Meetings
G22D0958	DAISY IT	323.94	323.94	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
G22D0959	DAISY IT	754.41	754.41	0122421101 4310	Title III Ltd Engl Orangethrpe / Materials and Supplies Inst
G22D0960	DAVE'S TROPHIES	77.76	77.76	0110223129 4310	Physical Education Parks Jr Hi / Materials and Supplies Inst
G22D0961	SOUTHWEST SCHOOL SUPPLY	449.28	449.28	0153050799 4350	Business Administration DC / Materials and Supplies
G22D0962	WI CREATIVE DESIGNS	236.00	236.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22M0224	ALPHA DECOR AND PAINTING INC	10,750.00	10,750.00	1453329859 5640	Deferred Maint Fac Woodcrest / Repairs by Vendors
G22M0225	SSD ALARM SYSTEMS	544.32	544.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0226	ARC	254.82	254.82	2567250859 5860	Facilities Growth Dev Fees / Printing Outside Vendor
G22M0227	VISTA PAINT	717.88	717.88	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0228	GHATAODE BANNON ARCHITECTS LLP	19,571.50	19,571.50	2567250859 5805	Facilities Growth Dev Fees / Consultants
G22M0229	DEPARTMENT OF TOXIC SUBSTANCES	257.50	257.50	0154053829 5899	Hazardous Materials and Waste / Other Expenses
G22M0230	WOOD GROUP GTS/FIELD SERVICES	356.98	356.98	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
G22R0921	AT&T DATACOMM	587.00	587.00	0140955259 5640	Information Systems ServicesDC / Repairs by Vendors
G22R0922	BEECHER, LINDA	174.85	174.85	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0923	DAILY JOURNAL CORPORATION	134.40	134.40	0153150759 5902	Warehouse DC / Communications Advertisement
G22R0924	LIM, HANNAH	201.76	201.76	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0925	TAYLOR, LESLIE	432.12	432.12	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
G22R0929	BOTELLO, LORENZO	23.79	23.79	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
G22R0930	RUSIEWSKI, MICHELE	97.11	97.11	0125852221 4350	Proj CREATE Staff Development / Materials and Supplies
G22R0931	ELLISON, ELIZABETH	280.36	280.36	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0932	FARACE, AMY	129.09	129.09	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0933	IRVINE RANCH OUTDOOR EDUCATION	27,435.00	27,435.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/30/2013**

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22R0934	STAPLES 025724519	129.60	129.60	0151454391 4350	Special Services / Materials and Supplies Office
G22R0935	RIVERA, ELVIRA	528.66	528.66	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
G22R0936	CALVO-NITE, ANDREA	242.57	242.57	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
G22R0937	CALVO-NITE, ANDREA	343.68	343.68	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
G22R0938	MCCORMICK, ROBIN	157.84	157.84	0140327279 4350	School Administration Discret / Materials and Supplies
G22R0939	BROOKMAN, DANNA	83.19	83.19	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies
G22R0940	SOK-HUYNH, DEVI	12.49	12.49	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
G22R0941	ROWELL, LAINIE JAE	4,500.00	4,170.00	0130955253 5805	Ed Tech Info Systems Services / Consultants
			330.00	0140055249 5805	Multi Media Technology DC / Consultants
G22R0942	SMITH, SUSAN	119.28	119.28	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
G22R0943	MOORHATCH, PAULINE	45.19	45.19	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
G22R0944	FULLERTON, CITY OF	210.00	119.80	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
			90.20	0111624101 5850	Donation Instruction Raymond / Admission Fees
G22R0945	WHISNANT, KAREN	294.51	294.51	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
G22R0946	DIMICK, SANDI	199.69	199.69	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
G22R0947	SORENSEN, DANIELA	21.54	21.54	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
G22R0948	SOK-HUYNH, DEVI	23.89	23.89	0130419103 4310	SLIP Instruction Maple / Materials and Supplies Instr
G22R0949	THOMAS, CARIE	282.25	282.25	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
G22R0950	COSGROVE, MARILEE	499.00	499.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
G22R0951	LOWRY, PATTI	39.00	39.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
G22R0952	SANTILLAN, LESLIE	218.71	218.71	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0953	JIMENEZ, LINDA	102.36	102.36	1208516271 4350	Childcare Admin Hermosa Drive / Materials and Supplies
G22R0954	PITLUK, PAULA	58.93	58.93	0144227101 4310	Donations Sunset Lane / Materials and Supplies Instr
G22R0955	YANG, ALEX	53.99	53.99	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/30/2013**

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22R0956	LAI, TRANG	585.00	250.00	0107530101 4310	District Donation Instr Fisler / Materials and Supplies Inst
			335.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0957	WALKER, SUZANNE	67.25	67.25	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0958	KARCHER, NANCY	21.47	21.47	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0959	ROWATT, MARCEL	43.20	43.20	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0960	EYRE, GABRIELA	17.04	17.04	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0961	HALE, AMANDA SEGOVIA	4,848.00	4,848.00	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0962	RAYMOND SCHOOL PTA	1,832.00	1,832.00	0111624001 8699	Donation Revenue Raymond / All Other Local Revenue
G22R0963	KARCHER, NANCY	21.60	21.60	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
G22R0964	GUPPY, STEPHANIE	90.30	90.30	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
G22R0965	GILLIGAN, ROBIN	966.61	966.61	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies
G22R0966	SCHULZE, ELLEN MARIE	1,500.00	1,500.00	0111612101 4310	Donation Instr Commonwealth / Materials and Supplies
G22R0967	CONTI, JOE	34.55	34.55	0130413103 4310	SLIP Instruction Fern Dr / Materials and Supplies Instr
G22R0968	WHITTIER AREA COOPERATIVE	40,000.00	40,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
G22T0010	ROAD AMERICAN	445.27	222.64	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			222.63	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
G22T0011	INTERLIFT INC	665.00	665.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
G22T0012	DARTCO TRANSMISSION SALES AND	1,064.79	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			564.79	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
G22T0013	AGENCIES TOOL CENTER	456.91	456.91	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
G22V0164	APPLE COMPUTER INC.	2,281.92	119.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies
			2,162.92	0152757789 6450	Administrative Assistant DC / Repl Equip Less Than
G22X0427	LA HABRA CITY SCHOOL DISTRICT	5,500.00	5,500.00	0135538223 5805	BTSA Staff Dev La Habra CitySD / Consultants
G22X0428	LAI, TRANG	432.00	432.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
G22X0429	BUENA PARK SCHOOL DISTRICT	2,500.00	2,500.00	0135531223 5805	BTSA Staff Dev Buena Park SD / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 07/30/2013

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22X0430	CM SCHOOL SUPPLY COMPANY	400.00	400.00	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies

Fund 01 Total:	121,717.24
Fund 12 Total:	655.35
Fund 14 Total:	10,750.00
Fund 25 Total:	19,826.32

**Total Amount of Purchase Orders: 152,948.91**



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **07/30/2013**

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22D0833	DAISY IT	818.52	+19.17	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
G22R0835	MERRIHUE, RONETTE	288.43	+41.42	0111629101 4310	Donation Instruction Woodcrest / Materials and Supplies Inst
G22X0044	SOUTHWEST SCHOOL SUPPLY	5,900.00	+2,300.00	0111713109 4310	Hourly Intervention Fern Dr / Materials and Supplies Instr
G22X0069	ST JUDE HERITAGE HEALTH FOUNDA	2,500.00	+500.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
G22X0206	CHIDESTER AND ASSOCIATES, MAR	169,000.00	+86,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
G22X0424	PAPER RECYCLING SHREDDING	552.75	+52.75	0152950729 5899	Districtwide Expenditures / Other Expenses
G22Y0001	FULLERTON DIESEL ELECTRIC	2,650.00	+100.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0025	PARKHOUSE TIRE INC	7,650.00	+1,450.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
G22Y0031	ROSEMEAD OIL PRODUCTS INC	6,400.00	+500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+2,200.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
G22Y0032	METRO FLUID CONNECTORS	680.00	+130.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
G22Y0036	NORTHERN TOOL & EQUIPMENT CO	850.00	+300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
G22Y0051	SILVER STATE COACH INC	790.00	-4,210.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
G22Z0039	PIONEER CHEMICAL COMPANY	49,700.00	+4,700.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
<b>Fund 01 Total:</b>			<b>94,383.34</b>		
<b>Total Amount of Change Orders:</b>			<b>94,383.34</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

07/30/2013

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22C0173	ZOO PHONICS INC	809.52	809.52	0130427103 5210	SLIP Instruction Sunset Lane / Conferences and Meetings
G22M0095	GHATAODE BANNON ARCHITECTS	2,860.74	2,860.74	2567250859 5805	Facilities Growth Dev Fees / Consultants
G22M0181	CULVER NEWLIN INC	3,838.43	3,838.43	2567228859 6200	Fac Growth Dev Fees VP Primary / Buildings and Improve
G22M0185	IDS MECHANICAL ENGINEERS INC	7,200.00	7,200.00	2567050851 6200	Facilities / Buildings and Improve of Build
G22R0926	ROSSI, TERESA	77.94	77.94	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
G22R0927	CONTI, JOE	280.83	280.83	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
G22R0928	ROLLER, NANETTE	24.00	24.00	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
G22V0126	CLASS LEASING INC	29,095.00	29,095.00	2567210859 6200	Fac Growth Dev Fees Acacia / Buildings and Improve of
G22V0128	DAVE BANG ASSOCIATES INC	166,099.44	30,766.89 49,199.19 24,599.60 30,766.88 30,766.88	2567211859 6200 2567212859 6200 2567213859 6200 2567215859 6200 2567218859 6200	Fac Growth Dev Fees Beechwood / Buildings and Improve Fac Growth Dev Fees Commonwlth / Buildings and Fac Growth Dev Fees Fern Dr / Buildings and Improve of Fac Growth Dev Fees Golden Hil / Buildings and Improve Fac Growth Dev Fees Laguna Rd / Buildings and Improve
G22V0145	DAVE BANG ASSOCIATES INC	61,090.01	61,090.01	2567210859 6200	Fac Growth Dev Fees Acacia / Buildings and Improve of
G22V0146	A 1 FENCE COMPANY		16,773.00	2567250859 6200	Facilities Growth Dev Fees / Buildings and Improve of

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

07/30/2013

FROM 06/05/2013 TO 06/30/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		16,773.00			
G22V0147	INTELESYSONE INC		17,187.17	1453323819 5640	Deferred Maint Parks Jr High / Repairs by Vendors
			17,187.17		
			Fund 01 Total:		
			1,192.29		
			Fund 14 Total:		
			17,187.17		
			Fund 25 Total:		
			286,956.62		
			Total Amount of Purchase Orders:		
			305,336.08		

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/30/2013**

FROM 07/01/2013 TO 07/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22B0001	FOLLETT EDUCATIONAL SERVICE	10,842.83	10,842.83	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
H22B0002	HOUGHTON MIFFLIN COMPANY	3,569.83	3,569.83	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
H22C0001	SCHOOL SERVICES OF CALIFORNIA	390.00	195.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			195.00	0153750799 5210	Business Administration DC / Conferences and Meetings
H22C0003	ZOO PHONICS INC	809.52	809.52	0130427109 5210	Site Discr Instr Sunset Lane / Conferences and Meetings
H22C0010	TURN THE PAGE PRESS INC	375.00	375.00	1208518101 5210	Childcare Instr Laguna Road / Conferences and Meetings
H22C0011	POWERSCHOOL USER GROUP - MI	1,170.00	1,170.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
H22C0012	AVID CENTER	3,345.00	3,345.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
H22D0001	CULVER NEWLIN INC	639.98	639.98	2567110859 4310	Facilities Improvement Acacia / Materials and Supplies
H22D0002	SCHOOL SPECIALTY	1,208.56	1,208.56	2567150851 4310	Facilities / Materials and Supplies Instr
H22D0003	PRINT SHOP COMPANY, THE	526.89	263.44	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			263.45	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
H22D0004	ROCHESTER 100 INC	621.00	462.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			159.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
H22D0005	CURRICULUM ASSOCIATES	867.06	867.06	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
H22D0006	E L ACHIEVE	1,204.63	1,204.63	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0007	EDGEWOOD PRESS INC	596.97	596.97	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
H22D0008	IDEAL PRINTING COMPANY	652.32	652.32	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22D0009	PREMIER SCHOOL AGENDA	2,176.94	2,176.94	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22D0010	MARKERBOARD PEOPLE, THE	246.74	246.74	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0011	SCANTRON	919.64	919.64	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0012	EDGEWOOD PRESS INC	466.10	466.10	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
H22D0013	CURRICULUM ASSOCIATES	286.20	286.20	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0014	PREMIER SCHOOL AGENDA	3,308.22	3,308.22	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0015	AEROMARK	60.48	60.48	0151354341 4350	Health Services / Materials and Supplies Office

**FULLERTON ELEMENTARY**  
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H22D0016	GREAT BOOKS FOUNDATION, THE	3,100.53	3,100.53	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22D0017	TROXELL COMMUNICATIONS	440.64	440.64	0111726109 4310	Hourly Intervention RollngHill / Materials and Supplies Inst
H22D0018	MCGRAW HILL	2,310.14	2,310.14	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0019	WHITE RHINO PROMOTIONAL SOLUTI	2,808.00	2,808.00	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0020	DATA MANAGEMENT INC	255.96	255.96	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0021	SCHOLASTIC MAGAZINES	3,677.70	3,677.70	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
H22D0022	DICK BLICK ART MATERIALS	838.90	838.90	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22D0023	NASCO WEST INC	340.16	340.16	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
H22D0024	ROCHESTER 100 INC	405.00	405.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0025	NASCO WEST INC	1,221.72	1,221.72	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0030	PREMIER SCHOOL AGENDA	2,290.74	2,290.74	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0031	EDGEWOOD PRESS INC	664.20	332.10	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			332.10	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22D0032	COOLE SCHOOL INC	414.78	414.78	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
H22D0033	SCHOOL DATEBOOKS INC	2,837.28	2,837.28	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
H22D0034	STATEMENT SHIRTS	8,601.12	8,601.12	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
H22D0035	CLASSROOM STORAGE UNITS INC	464.94	464.94	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0036	OFFICE DEPOT BUSINESS SERVICE	58.26	58.26	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0037	MACGILL AND COMPANY	339.84	339.84	0151354341 4350	Health Services / Materials and Supplies Office
H22D0038	LAKESHORE LEARNING	159.26	159.26	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0039	STENHOUSE PUBLISHERS	26.60	26.60	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0040	FROG STREET PRESS	94.67	94.67	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0041	GOV CONNECTION	376.59	376.59	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0042	DAISY IT	592.25	592.25	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/30/2013**

FROM 07/01/2013 TO 07/08/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22D0043	GOV CONNECTION	79.02	79.02	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0044	DAISY IT	200.75	200.75	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
H22D0045	DATA MANAGEMENT INC	426.60	213.30	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			213.30	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22D0046	DAISY IT	1,475.34	1,475.34	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
H22D0047	HENRY SCHEIN INC	41.45	41.45	0112354101 4310	Extended Year Severe / Materials and Supplies Instr
H22D0048	VIRCO MANUFACTURING	1,174.61	1,174.61	2567150851 4310	Facilities / Materials and Supplies Instr
H22D0049	VIRCO MANUFACTURING	520.78	520.78	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0050	CDW.G	320.76	320.76	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr
H22D0051	DAISY IT	315.10	315.10	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0052	GOV CONNECTION	686.88	686.88	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22D0053	MCGRAW HILL	2,187.92	2,187.92	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0054	CDW.G	219.30	219.30	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0055	REALLY GOOD STUFF	1,557.27	1,557.27	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0056	AMAZON.COM	406.47	406.47	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22D0057	ART SUPPLY WAREHOUSE	623.70	623.70	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22L0001	CLASS LEASING INC	8,800.08	8,800.08	2567125819 5630	Facility Improve Rent Richman / Rents and Leases
H22L0002	KONICA MINOLTA BUSINESS SOLUTI	5,956.78	5,956.78	0153050799 5630	Business Administration DC / Rents and Leases
H22L0003	KONICA MINOLTA BUSINESS SOLUTI	1,200.00	1,200.00	0140155239 5630	Curriculum Development Discret / Rents and Leases
H22M0001	ACT SYSTEMS	2,100.00	2,100.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
H22M0002	CITY OF FULLERTON	129,930.00	129,930.00	0154753849 5899	Grounds Discretionary / Other Expenses
H22M0003	CASBO	778.00	778.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
H22M0004	COALITION ADEQUATE SCHOOL HOUS	793.00	793.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
H22M0005	ORANGE COUNTY PUBLIC SAFETY	14,400.00	14,400.00	0154950839 5800	Security / Other Contracted Services

**FULLERTON ELEMENTARY**  
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H22M0006	IDS MECHANICAL ENGINEERS INC	7,200.00	7,200.00	2567150851 6200	Facilities / Buildings and Improve of Build
H22M0007	NINYO AND MOORE	13,479.00	3,111.00	1453315819 5805	Deferred Maint Golden Hill / Consultants
			3,111.00	1453317859 5805	Deferred Maint Fac Ladera Vsta / Consultants
			3,111.00	1453320859 5805	Deferred Maint Fac Nicolas Jr / Consultants
			4,146.00	1453350859 5805	Deferred Maint Facilities / Consultants
H22M0008	TERRA PAVE INC	118,615.00	118,615.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0009	UNIVERSAL ASPHALT COMPANY	65,600.00	65,600.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0010	UNIVERSAL ASPHALT COMPANY	43,300.00	43,300.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
H22M0011	A 1 FENCE COMPANY	157,789.00	157,789.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0012	SCHOLTEN ROOFING	24,930.00	24,930.00	1453319859 5640	Deferred Maint Fac Maple Sch / Repairs by Vendors
H22M0013	PRO INSTALLATIONS INC	4,736.00	4,736.00	1453316819 5640	Deferred Maint Hermosa Drive / Repairs by Vendors
H22M0014	PRO INSTALLATIONS INC	2,980.00	2,980.00	1453328819 5640	Deferred Maint Valencia Park / Repairs by Vendors
H22M0015	GHATAODE BANNON ARCHITECTS LLP	3,840.00	3,840.00	2567150859 5805	Facilities Improvement Central / Consultants
H22M0016	GHATAODE BANNON ARCHITECTS LLP	6,700.00	6,700.00	2567150859 5805	Facilities Improvement Central / Consultants
H22M0017	CULVER NEWLIN INC	3,838.43	3,838.43	2567128859 6200	FacilitiesImprovement Valencia / Buildings and Improve of
H22M0018	MA CONSTRUCTION SERVICES INC	7,168.00	7,168.00	2567150859 5805	Facilities Improvement Central / Consultants
H22M0019	AMBIENT ENVIRONMENTAL INC	1,850.00	1,850.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22M0020	AMBIENT ENVIRONMENTAL INC	11,340.00	11,340.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22M0021	EC CONSTRUCTION COMPANY	11,850.00	11,850.00	1453312859 5640	Deferred Maint Fac Commonwlth / Repairs by Vendors
H22M0022	EC CONSTRUCTION COMPANY	7,240.00	7,240.00	1453313859 5640	Deferred Maint Fac Fern Dr / Repairs by Vendors
H22M0023	EC CONSTRUCTION COMPANY	6,910.00	6,910.00	1453321819 5640	Deferred Maint Orangethorpe / Repairs by Vendors
H22M0024	EC CONSTRUCTION COMPANY	11,845.00	11,845.00	1453327819 5640	Deferred Maint Sunset Lane / Repairs by Vendors
H22M0025	BOB PETERS FIRE PROTECTION INC	180.00	180.00	0130419279 4350	Site Discr Admin Maple / Materials and Supplies Office
H22R0001	PNC EQUIPMENT FINANCE	254,251.68	4,176.65	2144116911 7438	Debt Service Payment Hermosa / Debt Service Interest
			62,040.50	2144116911 7439	Debt Service Payment Hermosa / Debt Service Principle

**FULLERTON ELEMENTARY**  
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H22R0001	*** CONTINUED ***		338.36	2144120911 7438	Debt Service Payment Nicolas / Debt Service Interest
			4,335.27	2144120911 7439	Debt Service Payment Nicolas / Debt Service Principle
			12,341.26	2144130911 7438	Debt Service Payment Fisler / Debt Service Interest
			171,019.64	2144130911 7439	Debt Service Payment Fisler / Debt Service Principle
H22R0002	CSI LEASING INC	116,473.16	1,825.97	2144116911 7438	Debt Service Payment Hermosa / Debt Service Interest
			20,003.16	2144116911 7439	Debt Service Payment Hermosa / Debt Service Principle
			369.99	2144120911 7438	Debt Service Payment Nicolas / Debt Service Interest
			4,068.08	2144120911 7439	Debt Service Payment Nicolas / Debt Service Principle
			7,159.43	2144130911 7438	Debt Service Payment Fisler / Debt Service Interest
			78,982.12	2144130911 7439	Debt Service Payment Fisler / Debt Service Principle
			336.13	2144157911 7438	Debt Service Payment Info Srvc / Debt Service Interest
			3,728.28	2144157911 7439	Debt Service Payment Info Srvc / Debt Service Principle
H22R0003	CALIF MUNICIPAL STATISTICS INC	300.00	300.00	0153050799 5805	Business Administration DC / Consultants
H22R0004	DEUTSCHE BANK NATL TRUST COMPA	527,345.00	217,345.00	0172050911 7438	Debt Service / Debt Service Interest
			310,000.00	0172050911 7439	Debt Service / Debt Service Principle
H22R0005	CHANNEL CONNECTION	10,863.90	7,926.30	8144130791 4350	Laptop 1:1 Waiver Prog Fisler / Materials and Supplies
			2,937.60	8144150791 4350	Laptop 1:1 Waiver Prog Central / Materials and Supplies
H22R0006	PEARSON SCHOOL SYSTEMS	1,620.00	1,620.00	0140955249 5100	Info Systems Serv Media DC / Subagreements for Services
H22R0007	ORANGE CNTY DEPARTMENT OF EDUC	750.00	750.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
H22R0008	RR DONNELLEY	119.75	119.75	0153050799 4350	Business Administration DC / Materials and Supplies
H22R0009	DOCUMENT TRACKING SERVICES	4,840.00	4,840.00	0130452109 5899	Central Diser Instruction / Other Expenses
H22R0010	EDUCATIONAL DATA SYSTEMS	2,500.00	2,500.00	0150755109 4310	CELDT Testing Instr (Mandate) / Materials and Supplies
H22R0011	E L ACHIEVE	329.22	329.22	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Instr
H22R0012	NATIONAL JUNIOR HONOR SOCIETY	85.00	85.00	0130430109 4310	Site Diser Instruction Fisler / Materials and Supplies Instr
H22R0013	SCHOOL NURSE SUPPLY INC	1,194.48	1,194.48	0125554341 4350	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
H22R0014	APPLE COMPUTER INC.	433.92	433.92	0144255109 4310	Tech Services Donation Instr / Materials and Supplies Instr



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H22R0015	NATIONAL JUNIOR HONOR SOCIETY	115.00	115.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22R0016	PEARSON ASSESSMENT INC	377.60	377.60	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
H22R0017	OCEAN INSTITUTE	2,300.00	2,300.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22R0018	PROJECT LEAD THE WAY	750.00	750.00	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22R0019	JANELLE PUBLICATIONS	75.52	75.52	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0020	PEARSON ASSESSMENT INC	7,944.95	7,944.95	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0021	PEARSON ASSESSMENT INC	1,223.66	1,223.66	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0022	LINGUI SYSTEMS INC	2,981.74	2,981.74	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0023	ACADEMIC COMMUNICATION ASSOCIA	110.92	110.92	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0024	SUPER DUPER PUBLICATIONS	1,713.96	1,713.96	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0025	WESTERN PSYCHOLOGICAL SERVICES	351.64	351.64	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
H22R0026	SUPER DUPER PUBLICATIONS	26.98	26.98	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0027	SUPER DUPER PUBLICATIONS	322.38	322.38	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0028	LINGUI SYSTEMS INC	295.57	295.57	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0031	RENAISSANCE LEARNING INC	6,699.00	1,049.00 5,650.00	0122430101 4310 0130430109 4310	Title III Limited Engl Fislr / Materials and Supplies Instr Site Discr Instruction Fislr / Materials and Supplies Instr
H22R0032	CODESP	1,850.00	1,850.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
H22R0033	STAPLES 025724519	107.99	107.99	0153750799 4350	Business Administration DC / Materials and Supplies
H22R0034	STAPLES 025724519	107.98	107.98	0153050799 4350	Business Administration DC / Materials and Supplies
H22R0035	OFFICE DEPOT BUSINESS SERVICE	112.01	112.01	0124854271 4350	Spec Ed Preschool Admin / Materials and Supplies Office
H22R0036	CALIFORNIA SCHOOL PERSONNEL	776.00	776.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
H22R0037	FRONTLINE PLACEMENT TECHNOLOGI	11,231.40	11,231.40	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services
H22R0038	DAISY IT	2,727.31	2,727.31	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies
H22R0039	OFFICE DEPOT BUSINESS SERVICE	157.66	157.66	0125554721 4350	LEA Medi Cal Reimbursement / Materials and Supplies

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H22R0040	DAISY IT	224.14	224.14	0153050799 4350	Business Administration DC / Materials and Supplies
H22R0041	DAISY IT	125.73	125.73	0142054201 4350	Special Ed Administration / Materials and Supplies Office
H22R0042	RENAISSANCE LEARNING INC	3,986.50	3,986.50	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
H22R0043	SUPER DUPER PUBLICATIONS	114.86	114.86	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0044	OFFICE DEPOT BUSINESS SERVICE	48.55	48.55	0142054201 4350	Special Ed Administration / Materials and Supplies Office
H22R0045	ORANGE CNTY DEPARTMENT OF EDUC	69,757.20	69,757.20	0153050799 5810	Business Administration DC / Data Processing Services
H22R0046	B AND H PHOTO VIDEO INC	54.99	54.99	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0047	RENAISSANCE LEARNING INC	5,526.50	5,526.50	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
H22R0048	SCHOLASTIC INC	1,050.00	1,050.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
H22R0049	APPLE COMPUTER INC.	13,468.80	13,468.80	0132055101 4310	CTAP Centralized / Materials and Supplies Instr
H22R0050	APPLE COMPUTER INC.	39,964.80	39,964.80	0152657109 4310	FSD Supt Instruction / Materials and Supplies Instr
H22R0051	HERTZ FURNITURE SYSTEMS	206.04	206.04	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0052	AMAZON.COM	60.91	60.91	0130452219 4350	Central DiscrInstr Supervision / Materials and Supplies Offi
H22R0053	AMAZON.COM	42.42	42.42	0153750799 4350	Business Administration DC / Materials and Supplies
H22R0054	APPLE COMPUTER INC.	6,734.40	6,734.40	0111726109 4310	Hourly Intervention RollngHill / Materials and Supplies Inst
H22R0055	APPLE COMPUTER INC.	15,260.40	15,260.40	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
H22R0056	APPLE COMPUTER INC.	5,947.32	4,757.84	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			594.74	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			594.74	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
H22R0057	APPLE COMPUTER INC.	26,937.60	26,937.60	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22R0058	APPLE COMPUTER INC.	6,734.40	6,734.40	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
H22R0059	APPLE COMPUTER INC.	466.32	466.32	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr
H22R0060	TRAINER'S WAREHOUSE, THE	81.67	81.67	0152258749 4350	Personnel Commission Discret / Materials and Supplies
H22R0061	WEST GROUP	72.36	72.36	0152258749 4350	Personnel Commission Discret / Materials and Supplies

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H22S0001	SUPPLY MASTER	612.36	612.36	0100000000 9320	Unrestricted / Stores
H22V0001	VIRCO MANUFACTURING	12,175.02	7,657.52	2567110859 4310	Facilities Improvement Acacia / Materials and Supplies
			4,517.50	2567110859 6410	Facilities Improvement Acacia / New Equip Less Than
H22V0003	CONCEPTS SCHOOL AND OFFICE FUR	3,771.36	3,771.36	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
H22V0004	A 1 FENCE COMPANY	16,773.00	16,773.00	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
H22V0005	DAVE BANG ASSOCIATES INC	61,090.01	61,090.01	2567110859 6200	Facilities Improvement Acacia / Buildings and Improve of
H22V0006	DAVE BANG ASSOCIATES INC	166,099.44	30,766.88	2567111859 6200	Facilities Improvement Beechwd / Buildings and Improve
			49,199.19	2567112859 6200	Facilities Improvement CW / Buildings and Improve of
			24,599.60	2567113859 6200	Facilities Improvement Fern / Buildings and Improve of
			30,766.88	2567115859 6200	Facilities Improvement Golden / Buildings and Improve of
			30,766.89	2567118859 6200	Facilities Improvement Laguna / Buildings and Improve of
H22V0007	CLASS LEASING INC	29,095.00	29,095.00	2567110859 6200	Facilities Improvement Acacia / Buildings and Improve of
H22V0008	CONCEPTS SCHOOL AND OFFICE FUR	2,256.66	77.76	2567150851 4310	Facilities / Materials and Supplies Instr
			2,178.90	2567150851 6200	Facilities / Buildings and Improve of Build
H22V0009	INTELESYSONE INC	17,187.17	17,187.17	1453323819 5640	Deferred Maint Parks Jr High / Repairs by Vendors
H22V0010	JENSEN COMPANY, R	98,300.00	98,300.00	2567110859 6200	Facilities Improvement Acacia / Buildings and Improve of
H22V0011	JENSEN COMPANY, R	119,000.00	119,000.00	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
H22V0012	JENSEN COMPANY, R	108,000.00	108,000.00	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
H22X0001	FULLERTON, CITY OF	31,460.13	31,460.13	2567150911 7439	Facil Impr Debt Service Maple / Debt Service Principle
H22X0002	US BANK	3,000.00	3,000.00	4067750851 5805	CC Facilities / Consultants
H22X0003	NIGRO AND NIGRO PC	1,200.00	1,200.00	0153050799 5805	Business Administration DC / Consultants
H22X0004	SOUTHWEST SCHOOL SUPPLY	13,000.00	11,500.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			1,500.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
H22X0005	SOUTHWEST SCHOOL SUPPLY	8,000.00	8,000.00	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
H22X0006	SOUTHWEST SCHOOL SUPPLY	6,000.00	2,000.00	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			4,000.00	0130417109 4310	Site Discr Instruction LV / Materials and Supplies Instr

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H22X0007	SOUTHWEST SCHOOL SUPPLY	6,000.00	500.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
			500.00	0130220101 4310	Econ Impact Aid Nicolas / Materials and Supplies Instr
			5,000.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22X0008	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
H22X0009	SOUTHWEST SCHOOL SUPPLY	8,000.00	8,000.00	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
H22X0010	SOUTHWEST SCHOOL SUPPLY	3,000.00	3,000.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22X0011	SOUTHWEST SCHOOL SUPPLY	7,000.00	7,000.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22X0012	SOUTHWEST SCHOOL SUPPLY	20,000.00	20,000.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22X0013	SOUTHWEST SCHOOL SUPPLY	7,000.00	7,000.00	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
H22X0014	SOUTHWEST SCHOOL SUPPLY	7,000.00	1,500.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			500.00	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
			5,000.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
H22X0015	SOUTHWEST SCHOOL SUPPLY	10,000.00	10,000.00	0130429109 4310	Site Discr Instr Woodcrest / Materials and Supplies Instr
H22X0016	SOUTHWEST SCHOOL SUPPLY	21,200.00	2,500.00	0109418102 4310	School Foundation Instr Laguna / Materials and Supplies
			18,700.00	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
H22X0017	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
H22X0018	SOUTHWEST SCHOOL SUPPLY	6,000.00	6,000.00	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
H22X0019	SOUTHWEST SCHOOL SUPPLY	20,000.00	20,000.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22X0020	SOUTHWEST SCHOOL SUPPLY	25,000.00	25,000.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22X0021	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22X0022	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22X0023	SOUTHWEST SCHOOL SUPPLY	8,000.00	8,000.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
H22X0024	ACTIVE DATA SOLUTIONS LLC	72,000.00	36,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
			36,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
H22X0025	APPLE COMPUTER INC.	25,000.00	25,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies

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H22X0026	APPLE COMPUTER INC.	20,000.00	20,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0027	DEPOT INTERNATIONAL	5,000.00	5,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0028	EPSON AMERICA INC	5,000.00	5,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0029	FRY'S ELECTRONICS	3,000.00	3,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0030	FULLERTON HARDWARE	250.00	250.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0031	HOME DEPOT, THE	750.00	750.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0032	ORVAC ELECTRONICS	1,200.00	1,200.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0033	UPS	1,300.00	1,000.00	0140955249 5901	Info Systems Serv Media DC / Communications Postage
			300.00	0152950729 5901	Districtwide Expenditures / Communications Postage
H22X0034	COSTCO WHOLESALE	500.00	500.00	0130452219 4350	Central DiscInstr Supervision / Materials and Supplies Offi
H22X0035	SOUTHWEST SCHOOL SUPPLY	3,000.00	3,000.00	0130452219 4350	Central DiscInstr Supervision / Materials and Supplies Offi
H22X0036	COSTCO WHOLESALE	500.00	500.00	0130452219 4350	Central DiscInstr Supervision / Materials and Supplies Offi
H22X0037	STAPLES 025724519	300.00	300.00	0130452219 4350	Central DiscInstr Supervision / Materials and Supplies Offi
H22X0038	PEARSON SCHOOL SYSTEMS	60,097.50	60,097.50	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
H22X0039	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
H22X0040	VERIZON WIRELESS	840.00	840.00	0140955249 5900	Info Systems Serv Media DC / Communications
H22X0041	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0135252393 4350	School Safety Program Pupil Sv / Materials and Supplies
H22X0042	VERIZON WIRELESS	1,400.00	714.00	0121220261 5900	Title I Parent Part Nicolas / Communications
			686.00	0135252823 5900	School Safety Utilities / Communications
H22X0043	SOUTHWEST SCHOOL SUPPLY	3,000.00	3,000.00	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
H22X0044	SOUTHWEST SCHOOL SUPPLY	3,000.00	3,000.00	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
H22X0045	SOUTHWEST SCHOOL SUPPLY	3,000.00	3,000.00	0151354341 4350	Health Services / Materials and Supplies Office
H22X0046	COSTCO WHOLESALE	500.00	500.00	0151354341 4350	Health Services / Materials and Supplies Office
H22X0047	COSTCO WHOLESALE	1,000.00	1,000.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office

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H22X0048	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
H22X0049	PAPER RECYCLING SHREDDING	1,000.00	1,000.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
H22X0050	BUENA PARK PLAQUE AND TROPHY	150.00	150.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
H22X0051	FULLERTON JOINT UHSD	500.00	500.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22X0052	COSTCO WHOLESALE	500.00	500.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
H22X0053	COSTCO WHOLESALE	300.00	300.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22X0054	OFFICE DEPOT BUSINESS SERVICE	1,000.00	500.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
			500.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22X0055	SMART AND FINAL STORES CORPORA	500.00	500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22X0056	STAPLES 025724519	500.00	500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22X0057	GRAYBAR ELECTRIC COMPANY	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22X0058	STATE OF CALIFORNIA	7,000.00	7,000.00	0152258749 5880	Personnel Commission Discret / Fingerprinting
H22X0059	ST JUDE HERITAGE HEALTH FOUNDA	3,000.00	3,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
H22X0060	OCCUPATIONAL HEALTH CENTERS OF	3,000.00	3,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
H22X0061	CDT INC	1,500.00	1,500.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
H22X0062	CHIDESTER AND ASSOCIATES, MAR	3,000.00	3,000.00	0152258749 5825	Personnel Commission Discret / Legal Assistance
H22X0063	BUENA PARK PLAQUE AND TROPHY	1,200.00	1,200.00	0152258749 5895	Personnel Commission Discret / Service Awards
H22X0064	STAPLES 025724519	300.00	300.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
H22X0065	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
H22X0066	SOUTHWEST SCHOOL SUPPLY	1,500.00	1,500.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
H22X0067	CHIDESTER AND ASSOCIATES, MAR	100,000.00	100,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
H22X0068	BEST BEST AND KRIEGER LLP	59,000.00	25,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
			34,000.00	0152351709 5825	Contract Admin Discret / Legal Assistance
H22X0069	SOFTWARE SOLUTIONS SUPPLY INC	1,000.00	1,000.00	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies

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H22X0070	COSTCO WHOLESALE	1,000.00	1,000.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
H22X0071	STAPLES 025724519	1,000.00	1,000.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
H22X0072	BUENA PARK PLAQUE AND TROPHY	5,000.00	5,000.00	0152151749 5895	Personnel Serv Certificated DC / Service Awards
H22X0073	AT&T MOBILITY	1,500.00	1,500.00	0152151749 5900	Personnel Serv Certificated DC / Communications
H22X0074	TIME WARNER CABLE LLC	60,000.00	60,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
H22X0075	ORANGE COUNTY SANITATION DISTR	23,760.00	23,760.00	0154653821 5504	Utilities / Utilities Water
H22X0076	ORR, CAITLIN	49,920.00	49,920.00	0125852221 5805	Proj CREATE Staff Development / Consultants
H22X0077	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0153750799 4350	Business Administration DC / Materials and Supplies
H22X0078	OFFICE DEPOT BUSINESS SERVICE	1,100.00	1,100.00	0153750799 4350	Business Administration DC / Materials and Supplies
H22X0079	STAPLES 025724519	1,000.00	1,000.00	0153050799 4350	Business Administration DC / Materials and Supplies
H22X0080	ORANGE CNTY DEPARTMENT OF EDUC	3,700.00	3,700.00	0152950729 5800	Districtwide Expenditures / Other Contracted Services
H22X0081	ADMINISTRATORS NORTHWEST INC	7,500.00	5,000.00	0152451749 3901	Risk Management Discretionary / Other Benefits
			2,500.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classified
H22X0082	FEDERAL EXPRESS CORP	1,500.00	1,500.00	0152950729 5901	Districtwide Expenditures / Communications Postage
H22X0083	AT&T	24,000.00	24,000.00	0154653821 5900	Utilities / Communications
H22X0084	U S POSTAL SERVICE	55,000.00	55,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
H22X0085	ARROWHEAD DRINKING WATER	20,000.00	20,000.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
H22X0086	KELLY PAPER STORES	10,000.00	10,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
H22X0087	PAPER RECYCLING SHREDDING	500.00	500.00	0130412109 4310	Site Disc Instr Commonwealth / Materials and Supplies
H22X0088	KONICA MINOLTA BUSINESS SOLUTI	6,000.00	6,000.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
H22X0089	KONICA MINOLTA BUSINESS SOLUTI	1,000.00	1,000.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
H22X0090	KONICA MINOLTA BUSINESS SOLUTI	18,940.00	700.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			1,320.00	0130215101 5640	Econ Impact Aid Golden Hill / Repairs by Vendors
			500.00	0130219101 5640	Economic Impact Aid Maple / Repairs by Vendors
			140.00	0130230101 5640	Economic Impact Aid Fisler / Repairs by Vendors

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 07/30/2013

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H22X0090	*** CONTINUED ***				
			500.00	0130410109 5640	Site Discretionary Inst Acacia / Repairs by Vendors
			700.00	0130411109 5640	Site Discr Instruction Beechwd / Repairs by Vendors
			500.00	0130412109 5640	Site Discr Instr Commonwealth / Repairs by Vendors
			400.00	0130413109 5640	Site Discr Instruction Fern Dr / Repairs by Vendors
			680.00	0130415109 5640	Site Discr Instruction Golden / Repairs by Vendors
			400.00	0130416109 5640	Site Discr Instruction Hermosa / Repairs by Vendors
			1,300.00	0130417109 5640	Site Discr Instruction LV / Repairs by Vendors
			1,000.00	0130418109 5640	Site Discr Instr Laguna Road / Repairs by Vendors
			700.00	0130420109 5640	Site Discr Instruction Nicolas / Repairs by Vendors
			900.00	0130422109 5640	Site Discr Instr Pacific Drive / Repairs by Vendors
			700.00	0130423109 5640	Site Discr Instruction Parks / Repairs by Vendors
			500.00	0130424109 5640	Site Discr Instruction Raymond / Repairs by Vendors
			900.00	0130425109 5640	Site Discr Instruction Richman / Repairs by Vendors
			1,000.00	0130426109 5640	Site Discr Instruction Rolling / Repairs by Vendors
			900.00	0130427109 5640	Site Discr Instr Sunset Lane / Repairs by Vendors
			3,100.00	0130428109 5640	Site Discr Instr Valencia Park / Repairs by Vendors
			600.00	0130429279 5640	Site Discr Admin Woodcrest / Repairs by Vendors
			560.00	0130430109 5640	Site Discr Instruction Fidler / Repairs by Vendors
			200.00	0134352103 5640	Community Based Engl TutorInst / Repairs by Vendors
			270.00	0140055249 5640	Multi Media Technology DC / Repairs by Vendors
			270.00	0140955259 5640	Information Systems ServicesDC / Repairs by Vendors
			200.00	1231019101 5640	Preschool Instruction / Repairs by Vendors
H22X0091	KONICA MINOLTA BUSINESS SOLUTI	3,200.00	3,200.00	0130420109 5640	Site Discr Instruction Nicolas / Repairs by Vendors
H22X0092	KONICA MINOLTA BUSINESS SOLUTI	600.00	600.00	0150755359 5640	CELDT Testing Prg (Mandate) DC / Repairs by Vendors
H22X0093	KONICA MINOLTA BUSINESS SOLUTI	50.00	25.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			25.00	0153150759 5640	Warehouse DC / Repairs by Vendors
H22X0094	KONICA MINOLTA BUSINESS SOLUTI	200.00	200.00	0142554279 5640	Calif Childrens Services Instr / Repairs by Vendors
H22X0095	KONICA MINOLTA BUSINESS SOLUTI	1,500.00	200.00	0141555219 5640	Fine Arts Resource Discret / Repairs by Vendors
			1,300.00	0151354341 5640	Health Services / Repairs by Vendors



**FULLERTON ELEMENTARY**  
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H22X0096	KONICA MINOLTA BUSINESS SOLUTI	1,500.00	1,500.00	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
H22X0097	SOUTHWEST SCHOOL SUPPLY	1,000.00	1,000.00	8152451741 4350	Property and Liability / Materials and Supplies Office
H22X0098	VERIZON WIRELESS	500.00	500.00	6852458741 5900	Workers Comp Admin / Communications
H22X0099	DAISY IT	800.00	800.00	8152451741 4350	Property and Liability / Materials and Supplies Office
H22Y0001	C AND C AUTOMOTIVE DISTRIBUTOR	4,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			3,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0002	FLEET SERVICES INC	4,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			3,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0003	POWERSTRIDE BATTERY CO INC	2,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0004	FULLERTON DIESEL ELECTRIC	1,500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0005	AUTOZONE	500.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0006	PARKHOUSE TIRE INC	2,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0007	ARAMARK UNIFORM SERVICE	2,000.00	1,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
			1,000.00	0156656369 5800	Transportation Special Ed DC / Other Contracted Services
H22Y0008	FULLERTON HARDWARE	500.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0009	PACIFIC INDUSTRIAL WATER SYSTE	1,600.00	800.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			800.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0010	TAIT ENVIRONMENTAL SYSTEMS	2,200.00	1,100.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,100.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
H22Y0011	CLEAN AIR TESTING INC	1,200.00	600.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			600.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
H22Y0012	ELMER'S TRUCK SEAT SERVICE	1,000.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

**FULLERTON ELEMENTARY**  
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H22Y0012	*** CONTINUED ***		250.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
			250.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
H22Y0013	FACTORY MOTOR PARTS COMPANY	2,000.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0014	GARY'S RADIATOR SERVICE	1,500.00	200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
			500.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
H22Y0015	D AND D INSTRUMENTS	1,000.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			750.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
H22Y0016	SOUTHWEST SCHOOL SUPPLY	800.00	384.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			416.00	0156656369 4350	Transportation Special Ed DC / Materials and Supplies
H22Y0017	SPRINT PCS	1,000.00	80.00	0153256369 5900	Transportation Field Trips / Communications
			400.00	0156556369 5900	Home to Sch Transportation DC / Communications
			520.00	0156656369 5900	Transportation Special Ed DC / Communications
H22Y0018	DAISY IT	400.00	192.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			208.00	0156656369 4350	Transportation Special Ed DC / Materials and Supplies
H22Z0001	AIR GAS DIRECT IND	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0002	B AND M LAWN GARDEN	1,500.00	1,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22Z0003	BENNER METALS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0004	CAL LIFT INC	1,400.00	1,400.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0005	CARRANZA, CHRIS	1,300.00	1,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0006	CARSON SUPPLY COMPANY INC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0007	FULLERTON, CITY OF	1,000.00	1,000.00	0154950839 5800	Security / Other Contracted Services
H22Z0008	CLARK SECURITY PRODUCTS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

**FULLERTON ELEMENTARY**  
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H22Z0009	EBERHARD EQUIPMENT	2,000.00	2,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22Z0010	EVERGREEN OIL INC	5,000.00	5,000.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
H22Z0011	EWING IRRIGATION PRODUCTS	5,000.00	5,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22Z0012	EXCELSIOR ELEVATOR CORP	14,000.00	14,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0013	EXPRESS PIPE AND SUPPLY	2,500.00	2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0014	FERGUSON ENTERPRISES INC	18,000.00	18,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0015	FULLERTON PAINT AND FLOORING	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0016	FRY'S ELECTRONICS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0017	GANAHL LUMBER	6,000.00	6,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0018	GEARY PACIFIC SUPPLY	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0019	GRAINGER INC, WW	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0020	HICKS TURF EQUIPMENT COMPANY,	700.00	700.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22Z0021	HOME DEPOT, THE	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0022	HONEYWELL INTERNATIONAL INC	5,300.00	5,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0023	HOWARD INDUSTRIES INC	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0024	IMPERIAL BUILDING MATERIALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0025	K12 SPECIALTIES INC	1,000.00	1,000.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
H22Z0026	KONICA MINOLTA BUSINESS SOLUTI	200.00	200.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
H22Z0027	L A STEELCRAFT PRODUCTS INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0028	LAIRD PLASTICS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0029	LOMA VISTA NURSERY	500.00	500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22Z0030	LOWES HIW INC	13,000.00	13,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0031	LOWES HIW INC	1,500.00	1,500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
H22Z0032	MCFADDEN DALE HARDWARE	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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H22Z0033	MCMASTER CARR SUPPLY COMPANY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0034	MERCURY DISPOSAL SYSTEMS INC	3,000.00	3,000.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
H22Z0035	MONTGOMERY HARDWARE COMPANY	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0036	NATURAL GREEN	24,000.00	24,000.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
H22Z0037	ORVAC ELECTRONICS	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0038	PEST OPTIONS INC	25,000.00	25,000.00	0154753849 5800	Grounds Discretionary / Other Contracted Services
H22Z0039	PIONEER CHEMICAL COMPANY	30,000.00	30,000.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
H22Z0040	PLUMBING AND INDUSTRIAL SUPPLY	23,000.00	23,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0041	PRAXAIR DISTRIBUTION	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0042	REFRIGERATION SUPPLY DISTRIBUT	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0043	REGENCY LIGHTING	7,000.00	7,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0044	REXEL INC	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0045	ROTO ROOTER	10,000.00	10,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0046	SSD ALARM SYSTEMS	6,300.00	6,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0047	SIGLER WHOLESALE DISTRIBUTORS	9,000.00	9,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0048	SIGN A RAMA	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0049	SPRINT PCS	2,900.00	2,900.00	0153353819 5900	Plant Maintenance DC / Communications
H22Z0050	SPRINT PCS	1,000.00	1,000.00	0154253829 5900	Custodial Discretionary / Communications
H22Z0051	SCOTT OVERHEAD DOORS AND DOCK	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0052	STAPLES 025724519	1,500.00	1,500.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
H22Z0053	TRI ED INC	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0054	U HAUL INTERNATIONAL	250.00	250.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22Z0055	US AIRCONDITIONING DISTRIBUTOR	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0056	VISTA PAINT	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

**FULLERTON ELEMENTARY**  
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H22Z0057	*** CONTINUED ***				
H22Z0057	WAXIE KLEEN LINE CORPORATION	2,500.00	2,500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
H22Z0058	WEST COAST SAND AND GRAVEL	1,500.00	1,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
H22Z0059	WESTERN STATES GLASS	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0060	ZUMAR INDUSTRIES INC	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0061	GORM INC	6,700.00	6,700.00	0154210829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0062	GORM INC	8,600.00	8,600.00	0154211829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0063	GORM INC	8,000.00	8,000.00	0154212829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0064	GORM INC	5,200.00	5,200.00	0154213829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0065	GORM INC	7,500.00	7,500.00	0154230829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0066	GORM INC	6,200.00	6,200.00	0154215829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0067	GORM INC	6,200.00	6,200.00	0154216829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0068	GORM INC	8,700.00	8,700.00	0154217829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0069	GORM INC	6,100.00	6,100.00	0154218829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0070	GORM INC	6,000.00	6,000.00	0154219829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0071	GORM INC	7,400.00	7,400.00	0154220829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0072	GORM INC	8,600.00	8,600.00	0154221829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0073	GORM INC	9,100.00	9,100.00	0154222829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0074	GORM INC	7,700.00	7,700.00	0154223829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0075	GORM INC	7,700.00	7,700.00	0154224829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0076	GORM INC	12,000.00	12,000.00	0154225829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0077	GORM INC	7,900.00	7,900.00	0154226829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0078	GORM INC	6,900.00	6,900.00	0154227829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0079	GORM INC	9,600.00	9,600.00	0154228829 4360	Custodial Discretionary / Materials and Supplies Other

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
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H22Z0080	GORM INC	7,800.00	7,800.00	0154229829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0081	GORM INC	9,900.00	9,900.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0086	GORM INC	6,000.00	6,000.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
<b>Fund 01 Total:</b>		<b>2,434,446.01</b>			
<b>Fund 12 Total:</b>		<b>2,631.53</b>			
<b>Fund 14 Total:</b>		<b>144,457.17</b>			
<b>Fund 21 Total:</b>		<b>370,724.84</b>			
<b>Fund 25 Total:</b>		<b>684,818.92</b>			
<b>Fund 40 Total:</b>		<b>345,004.00</b>			
<b>Fund 68 Total:</b>		<b>500.00</b>			
<b>Fund 81 Total:</b>		<b>12,663.90</b>			
<b>Total Amount of Purchase Orders:</b>		<b>3,995,246.37</b>			

**Addendum to:**

Purchase Order Detail Report  
Board of Trustees Meeting 07/30/2013

Purchase Order Nbr. **H22Z0082** was canceled before it was printed. No funds were ever encumbered.

Purchase Order Nbrs. **H22Z0083 – H22Z0085** were never processed or canceled.

Bette Crider, Buyer/Coordinator  
Purchasing Services

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **07/30/2013**

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H22C0002	ORANGE CNTY DEPARTMENT OF EDUC	2,600.00	+2,600.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
H22C0004	ORANGE COUNTY SCHOOL NURSES AS	60.00	+60.00	0151354341 5210	Health Services / Conferences and Meetings
H22C0005	ORANGE CNTY DEPARTMENT OF EDUC	195.00	+195.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
H22C0006	ORANGE CNTY DEPARTMENT OF EDUC	900.00	+900.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
H22C0007	ORANGE CNTY DEPARTMENT OF EDUC	150.00	+150.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
H22C0008	LINDAMOOD-BELL LEARNING PROCES	3,666.60	+1,833.30	0121252101 5210	Title I District Instruction / Conferences and Meetings
			+1,833.30	0121252211 5210	Title I District Instr Adm / Conferences and Meetings
H22C0009	LINDAMOOD-BELL LEARNING PROCES	2,444.40	+1,833.30	0121252101 5210	Title I District Instruction / Conferences and Meetings
			+611.10	0121252211 5210	Title I District Instr Adm / Conferences and Meetings
H22D0026	LAKESHORE LEARNING	357.40	+357.40	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0027	ACCURATE LABEL DESIGNS INC	84.47	+84.47	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0028	DISCOUNT SCHOOL SUPPLY	850.96	+850.96	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0029	HEAR AND C	1,595.00	+1,595.00	0151354341 5640	Health Services / Repairs by Vendors
H22R0029	THOMSEN, KRISTIN MARY	2,700.00	+2,700.00	0140955249 5805	Info Systems Serv Media DC / Consultants
H22R0030	RENAISSANCE LEARNING INC	3,684.00	+3,684.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
<b>Fund 01 Total:</b>			<b>19,287.83</b>		
<b>Total Amount of Change Orders:</b>			<b>19,287.83</b>		



**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**07/30/2013**

**FROM 07/01/2013 TO 07/08/2013**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22V0002	APPLE COMPUTER INC.	280,955.50	280,955.50	0144157109 6410	Dist Laptop Prog Instr / New Equip Less Than \$10,000
	<b>Fund 01 Total:</b>	<b>280,955.50</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>280,955.50</b>			

CONSENT ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Interim Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 150956 THROUGH 150975 FOR THE 2012/2013 SCHOOL  
YEAR AND PURCHASE ORDERS NUMBERED 160000 THROUGH 160047  
FOR THE 2013/2014 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated June 4, 2013 through July 8, 2013 contains purchase orders numbered 150956 through 150975 for the 2012/2013 school year and purchase orders numbered 160000 through 160047 for the 2013/2014 school year totaling \$1,345,340.14. Purchase order numbered 150961 was 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 150956 through 150975 for the 2012/2013 school year and purchase orders numbered 160000 through 160047 for the 2013/2014 school year.

SH:KT:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
06-04-13 through 07-08-13

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
7/1/2013	AT&T	160001	Utilities	1,200.00
7/1/2013	DJ Co-op	160003	Commodities	10,000.00
7/1/2013	Gold Star Food, Inc.	160004	Commodities	8,000.00
7/1/2013	Gold Star Food, Inc.	160005	Fees	500.00
7/1/2013	DJ Co-op	160006	Produce	1,000.00
7/1/2013	Capital One Commercial (Costco)	160007	Food/Supplies	1,500.00
7/1/2013	Fullerton Ace Hardware	160009	Supplies	1,000.00
7/1/2013	Fullerton School District	160010	Work Orders	35,000.00
7/1/2013	State Board of Equalization	160011	Sales & Use Taxes	2,000.00
7/1/2013	Canon Solutions America, Inc.	160013	Copy Charges	500.00
7/1/2013	Nextel Communications	160015	Cellular	1,000.00
7/1/2013	Office Depot	160016	Office Supplies	10,000.00
7/1/2013	Heartland Payment System, Inc.	160017	Fees	6,000.00
7/1/2013	Hollandia Dairy	160024	Dairy Products	4,000.00
7/1/2013	Gold Star Food, Inc.	160025	Food	15,000.00
	<b>TOTAL OPEN PURCHASE ORDERS</b>			<b>96,700.00</b>
<b>Processed Food &amp; Commodity P.O.'s</b>				
<b>NONE</b>				
	Total OPEN Purchase Orders (from this page & page 2)			<b>\$ 563,700.00</b>
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			781,640.14
	<b>TOTAL PURCHASE ORDERS</b>			<b>\$1,345,340.14</b>

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
06-04-13 through 07-08-13

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
7/1/2013	Gorm, Inc.	160026	Custodial Supplies	10,000.00
7/1/2013	Supply Master	160027	Office Supplies	10,000.00
7/1/2013	Jamba Juice	160028	Juice	7,000.00
7/1/2013	Jamba Juice	160029	Juice	7,000.00
7/1/2013	Jamba Juice	160030	Juice	7,000.00
7/1/2013	Jamba Juice	160031	Juice	3,000.00
7/1/2013	Jamba Juice	160032	Juice	10,000.00
7/1/2013	Papa John's Pizza	160033	Food	10,000.00
7/1/2013	Papa John's Pizza	160034	Food	10,000.00
7/1/2013	Papa John's Pizza	160035	Food	30,000.00
7/1/2013	Papa John's Pizza	160036	Food	30,000.00
7/1/2013	Papa John's Pizza	160037	Food	23,000.00
7/1/2013	Papa John's Pizza	160038	Food	38,000.00
7/1/2013	P & R Paper	160039	Paper Supplies	55,000.00
7/1/2013	US Foodservice, Inc.	160040	Food	22,000.00
7/1/2013	Gold Star Foods, Inc.	160041	Bread	25,000.00
7/2/2013	US Foodservice, Inc.	160042	Food	13,000.00
7/2/2013	US Foodservice, Inc.	160043	Food	20,000.00
7/2/2013	US Foodservice, Inc.	160044	Food	55,000.00
7/2/2013	US Foodservice, Inc.	160045	Food	31,000.00
7/2/2013	US Foodservice, Inc.	160046	Food	51,000.00
<b>TOTAL OPEN PURCHASE ORDERS (Page 2)</b>				<b>\$ 467,000.00</b>

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
So. CA School Nutrition Assoc.	150971	6/24/2013	7/15/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
9	ea	Registration	2013 Summer Workshop - 9 FS Employees	\$15.0000	\$135.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$135.00
					<b>Vendor Total:</b>	\$135.00
Hobart Service	150970	6/20/2013	6/21/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2.25	hr	1	Labor	\$116.0000	\$261.00	
1	ea	2	Travel Charge	\$131.0000	\$131.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$392.00
Hobart Service	150974	6/25/2013	6/25/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Parts	\$293.6500	\$293.65	
1	ea	2	Freight	\$200.0000	\$200.00	
1	ea	3	Miscellaneous	\$50.0000	\$50.00	
4	hr	4	Labor	\$116.0000	\$464.00	
1	ea	5	Trip Charge	\$131.0000	\$131.00	
					<b>Sales Tax:</b>	\$23.49
					<b>P.O. Total:</b>	\$1,162.14
					<b>Vendor Total:</b>	\$1,554.14
Image One Technology Solutions	160047	7/8/2013	8/1/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	yr	1	RocketScan - Software Subscription 5K License	\$900.0000	\$900.00	
1	yr	1	RocketScan - Hardware Service	\$325.0000	\$325.00	
1	yr	1	RocketScan - Technical Support Val&Adm Modul	\$810.0000	\$810.00	
1	yr	1	RocketScan - Technical Support Online Module	\$680.8000	\$680.80	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,715.80
					<b>Vendor Total:</b>	\$2,715.80
Fullerton School District	150957	6/4/2013	6/30/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated 11B & 12B Payroll per June bitech	400,000.0000	\$400,000.00	
1	ea	1	Estimated Dist. Expense per June bitech	\$30,000.0000	\$30,000.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$430,000.00
Fullerton School District	150962	6/12/2013	6/30/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Indirect Cost for SY 2012-2013	203,367.0000	\$203,367.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$203,367.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Fullerton School District	160022	7/1/2013	7/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated Payroll per July 2013 Bitech Report	\$25,000.0000	\$25,000.00		
1	ea	1	Estimated Dist. Exp. per July 2013 Bitech Re	\$2,000.0000	\$2,000.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$27,000.00	
					<b>Vendor Total:</b>	\$660,367.00	^
CASBO	150973	6/24/2013	6/24/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ca	1	Membership Renewal - Amanda Colon	\$335.0000	\$335.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$335.00	
					<b>Vendor Total:</b>	\$335.00	^
Gold Star Foods Inc.	150956	6/4/2013	6/7/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	case	30339	Pancakes,Mini Bluebry GS#133616 Eggo IW 72 ct	\$31.8500	\$477.75		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$477.75	
Gold Star Foods Inc.	150959	6/7/2013	6/10/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	BG	999287	Lettuce, Shredded 5LB/bag	\$3.1000	\$3.10		
1	CS	999001	Carrot Coins, 4/5lb	\$21.5600	\$21.56		
3	EA	999247	Lettuce, Romaine IW 1EA	\$2.5100	\$7.53		
2	BG	999203	Broccoli Florets 5#/bag	\$10.2500	\$20.50		
2	BG	999279	Salad Blend, K-8 Vegetable, 5 LB	\$4.5100	\$9.02		
3	EA	999006	Cucumber, ca	\$1.0300	\$3.09		
3	PK	999005	Cilantro, 1BU/PK	\$1.2300	\$3.69		
3	EA	999061	Tomatoes, 6x6 1EA	\$0.6300	\$1.89		
4	EA	999246	Onions, Red Iea	\$0.9100	\$3.64		
6	EA	999214	Lettuce, Green Leaf Wrapped EA	\$2.3100	\$13.86		
11	case	999009	Lettuce, Shredded 4/5lb	\$12.4000	\$136.40		
30	CS	999023	Carrot, Baby 1/2C 100/3oz. CS	\$18.5000	\$555.00		
1	PK	999028	Tomato, Cherry 1BKT/PK	\$1.5000	\$1.50		
23	CS	820733	Strawberries/Blueberries 6# 48/2oz	\$32.9000	\$756.70		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$1,537.48	
Gold Star Foods Inc.	150960	6/7/2013	6/11/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
22	CS	820758	Pomegranate Kernel 1.75#CS 56/0.5 oz	\$40.9500	\$900.90		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$900.90	
Gold Star Foods Inc.	150965	6/17/2013	6/17/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	CS	999030	Apple, Red Delicious 138ct 40#/CS	\$26.9400	\$107.76		
4	CS	820051	Peaches 20sz 110ct	\$17.8500	\$71.40		
7	CS	800570	Broccoli & Carrot Mix 2oz pk, 50/2oz	\$15.8800	\$111.16		

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150965	6/17/2013	6/17/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$290.32
Gold Star Foods Inc.	150972	6/24/2013	6/28/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	CS	999130	Banana, Petite GreenTip 40#/cs		\$19.9500	\$59.85
4	CS	820552	Nectarines 40lb/110CT		\$43.7000	\$174.80
15	CS	820590	Edamame, Shelled Organic 96/1.5oz		\$20.5300	\$307.95
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$542.60
Gold Star Foods Inc.	160023	7/1/2013	7/5/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	CS	999041	Orange, 138ct		\$16.5000	\$49.50
4	CS	999030	Apple, Red Delicious 138ct 40#/CS		\$26.9400	\$107.76
4	CS	820051	Peaches 80sz 110ct		\$17.8500	\$71.40
5	CS	800570	Broccoli/Carrot Mix 2oz/pk 50/2oz		\$15.8800	\$79.40
3	CS	999210	Celery Sticks,150/1.6oz		\$24.5000	\$73.50
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$381.56
Gold Star Foods Inc.	160041	7/1/2013	12/31/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
20	ea	998015	Bread, Sourdough, Stub, Sliced, 1.5# (1499)		\$2.0500	\$41.00
20	ea	998053	Bread, Stone Ground Wheat #346		\$2.0800	\$41.60
20	each	998052	Bread, Cottage Hearth Deli Ryc #341		\$2.0000	\$40.00
20	ea	998063	Bread, 100% WW Sliced 1.5#		\$1.5800	\$31.60
20	cs	998057	Bread, Wheat/Gluten-free Rice, sliced #163C6		\$26.6700	\$533.40
20	pk	998058	Breadstick, Whole Grain #3680		\$2.3700	\$47.40
10000	Doz	998003	Bun, hamburger, wheat 3 1/2 12/3.5 #2172		\$1.5100	\$15,100.00
1000	pk	998070	Bun, Burger mini Wheat 2.5" #2198		\$2.9800	\$2,980.00
2000	doz	998010	Bun, hot dog, 6" 50% WholeGrain #2656 12/1.96oz/pk		\$1.8800	\$3,760.00
20	pkg	998024	Roll, Squaw W/Grain, 12/1.5oz/pk #3335		\$2.5400	\$50.80
20	pkg	998034	Roll, Dinner WholeGrain 2oz. 12/pk		\$1.7400	\$34.80
20	Pk	998039	Roll, Hawaiian Dinner #3130		\$1.6600	\$33.20
50	pk	998076	Bagel, Cinn-Raisin WG sliced 6/3oz		\$2.2300	\$111.50
50	pk	998078	Bagel, Onion WG sliced, 6/3oz		\$1.4500	\$72.50
50	pkg	998018	Croissant, Sliced 12/3 oz/pkg		\$13.2300	\$661.50
20	pk	998105	Muffin, Assrtd, 12/4oz, 5024		\$8.6800	\$173.60
20	pk	998091	Danish, Apple/Cinn IW #1721		\$11.7800	\$235.60
20	pk	998092	Danish, Cheese IW #641		\$11.7800	\$235.60
20	pk	998086	Croutons, Homestyle Seasoned 2.5lb		\$7.2200	\$144.40
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$24,328.50
<b>Vendor Total:</b>						\$28,459.11
P & R Paper Supply Company, Inc.	160039	7/1/2013	12/31/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
500	case	86101	Tray, 8.5x5.5 Nested Bettermade PNR-CT963L 500/cs		\$14.1500	\$7,075.00
2000	case	86003	Tray, 5 comp, Styro Pactiv STHI-0500 500/cs		\$15.8000	\$31,600.00
1500	case	82302	Puncture Kit(Sporkette) Nutri-bon 3608P 1000/case		\$11.4500	\$17,175.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	160039	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$55,850.00
						<b>Vendor Total:</b>	\$55,850.00
Industrial Electric	150966	6/18/2013	6/18/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Miscellaneous Parts			\$5.1900	\$5.19
1	ea	2	Zone Charge			\$139.0000	\$139.00
1	hr	3	Labor (first 1/2 hour)			\$119.0000	\$119.00
0.5	hr	4	Labor, T & M			\$119.0000	\$59.50
						<b>Sales Tax:</b>	\$0.42
						<b>P.O. Total:</b>	\$323.11
Industrial Electric	150975	6/27/2013	6/27/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated repair cost			\$300.0000	\$300.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$300.00
						<b>Vendor Total:</b>	\$623.11
DJ CO-OPS	160018	7/1/2013	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Annual Renewal Fees			\$415.0000	\$415.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$415.00
						<b>Vendor Total:</b>	\$415.00
Cummins-Allison Corp.	160019	7/1/2013	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	JETSORT - Annual Maintenance Contract			\$334.1100	\$334.11
1	ea	1	JETCOUNT - Annual Maintenance Contract			\$217.0800	\$217.08
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$551.19
						<b>Vendor Total:</b>	\$551.19
Chefs' Toys	150969	6/20/2013	7/19/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
22	ea	1	Ice Pack Kit Cambro CP1220159			\$57.0000	\$1,254.00
2	ea	2	Food Transport Cart Cambro CMBPHHD615			\$3,480.0000	\$6,960.00
5	ea	3	Food Transport Cart Cambro CMBPH615			\$3,420.0000	\$17,100.00
2	ea	4	Food Transport Cart Cambro CMBPLHHD615			\$1,940.0000	\$3,880.00
4	ea	5	Food Transport Cart Cambro CMBPLHD615			\$1,380.0000	\$5,520.00



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Chefs' Toys	150969	6/20/2013	7/19/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$2,777.12
						<b>P.O. Total:</b>	\$37,491.12
						<b>Vendor Total:</b>	\$37,491.12
Jamba Juice	160028	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1000	each	996001	Smoothie, Strawberry Whirl Jamba Juice 12oz.			\$2.8900	\$2,890.00
100	each	996002	Smoothie, Mega Mango, Jamba Juice 12oz.			\$2.8900	\$289.00
1000	each	996003	Smoothie, Peach Perfection, Jamba Juice 12oz.			\$2.8900	\$2,890.00
100	each	996004	Smoothie, Pomegranate Paradise, Jamba J. 12oz.			\$2.8900	\$289.00
100	each	996005	Smoothie, Five Fruit Frenzy, Jamba Juice 12oz.			\$2.8900	\$289.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$6,647.00
Jamba Juice	160029	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1000	each	996001	Smoothie, Strawberry Whirl Jamba Juice 12oz.			\$2.8900	\$2,890.00
500	each	996002	Smoothie, Mega Mango, Jamba Juice 12oz.			\$2.8900	\$1,445.00
500	each	996003	Smoothie, Peach Perfection, Jamba Juice 12oz.			\$2.8900	\$1,445.00
100	each	996004	Smoothie, Pomegranate Paradise, Jamba J. 12oz.			\$2.8900	\$289.00
500	each	996005	Smoothie, Five Fruit Frenzy, Jamba Juice 12oz.			\$2.8900	\$1,445.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$7,514.00
Jamba Juice	160030	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1500	each	996001	Smoothie, Strawberry Whirl Jamba Juice 12oz.			\$2.8900	\$4,335.00
100	each	996002	Smoothie, Mega Mango, Jamba Juice 12oz.			\$2.8900	\$289.00
100	each	996003	Smoothie, Peach Perfection, Jamba Juice 12oz.			\$2.8900	\$289.00
100	each	996004	Smoothie, Pomegranate Paradise, Jamba J. 12oz.			\$2.8900	\$289.00
100	each	996005	Smoothie, Five Fruit Frenzy, Jamba Juice 12oz.			\$2.8900	\$289.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$5,491.00
Jamba Juice	160031	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
500	each	996001	Smoothie, Strawberry Whirl Jamba Juice 12oz.			\$2.8900	\$1,445.00
50	each	996002	Smoothie, Mega Mango, Jamba Juice 12oz.			\$2.8900	\$144.50
50	each	996003	Smoothie, Peach Perfection, Jamba Juice 12oz.			\$2.8900	\$144.50
50	each	996004	Smoothie, Pomegranate Paradise, Jamba J. 12oz.			\$2.8900	\$144.50
50	each	996005	Smoothie, Five Fruit Frenzy, Jamba Juice 12oz.			\$2.8900	\$144.50
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,023.00
Jamba Juice	160032	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2000	each	996001	Smoothie, Strawberry Whirl Jamba Juice 12oz.			\$2.8900	\$5,780.00
100	each	996002	Smoothie, Mega Mango, Jamba Juice 12oz.			\$2.8900	\$289.00
1000	each	996003	Smoothie, Peach Perfection, Jamba Juice 12oz.			\$2.8900	\$2,890.00
100	each	996004	Smoothie, Pomegranate Paradise, Jamba J. 12oz.			\$2.8900	\$289.00
100	each	996005	Smoothie, Five Fruit Frenzy, Jamba Juice 12oz.			\$2.8900	\$289.00

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## Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Jamba Juice	160032	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$9,537.00
						<b>Vendor Total:</b>	<b>\$31,212.00</b>
Canon Financial Services, Inc.	160012	7/1/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
12	ea	1	2 IR3235i - Lease Purchase Agreement			\$297.9700	\$3,575.64
						Sales Tax:	\$0.00
						P.O. Total:	\$3,575.64
						<b>Vendor Total:</b>	<b>\$3,575.64</b>
Canon Solutions America, Inc.	160014	7/1/2013	6/30/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
4	ea	1	Quarterly Copy Charges - DGA08219			\$157.2000	\$628.80
4	ea	1	Quarterly Copy Charges - DGA08192			\$84.0000	\$336.00
						Sales Tax:	\$0.00
						P.O. Total:	\$964.80
						<b>Vendor Total:</b>	<b>\$964.80</b>
Hollandia Dairy	160024	7/1/2013	7/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2311	\$1,155.50
5000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2222	\$1,111.00
5000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2210	\$1,105.00
1000	EA	997077	Juice, Orange 4oz #3770			\$0.1410	\$141.00
1000	EA	997022	Juice, Apple 4oz #3771			\$0.1185	\$118.50
1000	EA	997096	Juice, Appleberry, 4oz #3772			\$0.1295	\$129.50
1000	EA	997025	Juice, Wildcherry 4oz #3774			\$0.1175	\$117.50
5	CS	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071			\$5.3000	\$26.50
						Sales Tax:	\$0.00
						P.O. Total:	\$3,904.50
						<b>Vendor Total:</b>	<b>\$3,904.50</b>
Papa John's Pizza	160033	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1000	each	997557	Pizza, Whole Grain 16" Pepperoni			\$6.4500	\$6,450.00
500	each	997513	Pizza, Whole Grain 16" Cheese			\$6.4500	\$3,225.00
						Sales Tax:	\$0.00
						P.O. Total:	\$9,675.00
Papa John's Pizza	160034	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Papa John's Pizza</b>	<b>160034</b>	<b>7/1/2013</b>	<b>12/31/2013</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$6.4500	\$6,450.00
500	each	997513	Pizza, Whole Grain 16" Cheese		\$6.4500	\$3,225.00
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$9,675.00
<b>Papa John's Pizza</b>	<b>160035</b>	<b>7/1/2013</b>	<b>12/31/2013</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$6.4500	\$25,800.00
700	each	997513	Pizza, Whole Grain 16" Cheese		\$6.4500	\$4,515.00
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$30,315.00
<b>Papa John's Pizza</b>	<b>160036</b>	<b>7/1/2013</b>	<b>12/31/2013</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$6.4500	\$25,800.00
500	each	997513	Pizza, Whole Grain 16" Cheese		\$6.4500	\$3,225.00
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$29,025.00
<b>Papa John's Pizza</b>	<b>160037</b>	<b>7/1/2013</b>	<b>12/31/2013</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$6.4500	\$19,350.00
500	each	997513	Pizza, Whole Grain 16" Cheese		\$6.4500	\$3,225.00
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$22,575.00
<b>Papa John's Pizza</b>	<b>160038</b>	<b>7/1/2013</b>	<b>12/31/2013</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$6.4500	\$25,800.00
2000	each	997513	Pizza, Whole Grain 16" Cheese		\$6.4500	\$12,900.00
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$38,700.00
			<b>Vendor Total:</b>			\$139,965.00
<b>Arrowhead Water</b>	<b>160000</b>	<b>7/1/2013</b>	<b>6/30/2014</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
21	ea	1	Water Distilled 6/1gal.		\$11.5900	\$243.39
144	ea	2	Water Bottled 5 gal. Nestle Drinking Water		\$2.7900	\$401.76
24	ea	3	Monthly Cooler Rental (2)		\$1.9900	\$47.76
			<b>Sales Tax:</b>			\$0.00
			<b>P.O. Total:</b>			\$692.91
			<b>Vendor Total:</b>			\$692.91
<b>Petty Cash</b>	<b>150958</b>	<b>6/4/2013</b>	<b>6/4/2013</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	lot	1	Supplies Expense		\$20.7900	\$20.79
1	lot	1	Food Expense		\$52.1100	\$52.11

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Petty Cash	150958	6/4/2013	6/4/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$72.90
Petty Cash	150963	6/12/2013	6/12/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	lot	1	Food Expense			\$83.4800	\$83.48
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$83.48
						<b>Vendor Total:</b>	\$156.38
							^
Boyd & Associates	160002	7/1/2013	6/30/2014			5510	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
4	ea	1	Quarterly Service for Monitoring Alarm System			\$75.0000	\$300.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$300.00
						<b>Vendor Total:</b>	\$300.00
							^
U.S. Foodservice, Inc.	150964	6/13/2013	6/13/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Instant Nonfat Dry Milk			\$114.5600	\$114.56
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$114.56
U.S. Foodservice, Inc.	160040	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
300	case	3001	Cereal,Trix Gen Mills Red Sugar #5491899 96/case			\$21.2700	\$6,381.00
300	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs			\$21.2700	\$6,381.00
300	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs			\$31.1500	\$9,345.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$22,107.00
U.S. Foodservice, Inc.	160042	7/1/2013	12/31/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
10	case	8011	Corn Nuts Chili Picante 4/36ct/case			\$44.2200	\$442.20
10	case	8007	Corn Nuts Reg 4/36ct/case			\$44.2200	\$442.20
10	case	8010	Corn Nuts,Ranch 4/36ct/case			\$44.2200	\$442.20
10	case	8008	Corn Nuts B.B.Q. 4/36ct/case			\$44.2200	\$442.20
10	Case	8258	Chips, Baked Doritos Nacho 64/es			\$23.7500	\$237.50
20	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs			\$24.6900	\$493.80
10	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs			\$23.7400	\$237.40
20	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs			\$24.6900	\$493.80
5	case	8202	Chips , Fritos Corn 120's			\$16.4300	\$82.15
5	case	8201	Chips, Potato Plain Lays 120			\$15.8100	\$79.05
5	case	8253	Chips, Baked Doritos Nacho 88/cs			\$23.3000	\$116.50
25	case	8004	Pretzel, WhlWhl USF#5947015 J&J#3014 100/case			\$25.7400	\$643.50
100	case	8018	Pretzel,*Mini, Snyder's 400's			\$39.9400	\$3,994.00
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's 2pk/12-6			\$32.3200	\$161.60
5	case	7237	Poptart, Strawberry IW Kellogg's 2pk/72-3.6			\$32.3200	\$161.60
20	case	20209	Soup, Beef Maruchan 12/case			\$3.9700	\$79.40

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	160042	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	20207	Soup, Chicken Maruchan 12/case	\$3.9700	\$79.40		
20	case	20203	Soup, Shrimp Maruchan 12/case	\$3.9700	\$79.40		
50	case	11084	Gatorade W/Mouth 24/20oz.	\$20.7000	\$1,035.00		
30	case	11082	Gatorade 24/12oz bottle Assrtd.	\$11.5600	\$346.80		
5	case	11077	Juice, Apple Langers 24/16oz./case	\$13.7300	\$68.65		
5	case	11085	Juice, Orange Langers 24/16oz./case	\$13.7300	\$68.65		
10	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$84.30		
10	case	11033	Water, Splash Black Cherry 24/16.9oz/cs	\$8.4300	\$84.30		
10	case	11066	Water, Splash KiwiWatermelon 24/16.9oz/cs	\$8.4300	\$84.30		
10	case	11067	Water, Splash KiwiStrawberry 24/16.9oz/cs	\$8.4300	\$84.30		
30	case	11047	Water, Bottled Cyrstal Geysers 32/16.9oz	\$4.1600	\$124.80		
10	case	11078	Cool Rips, Tropics 60/4oz.	\$31.2500	\$312.50		
10	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$28.6300	\$286.30		
20	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$72.1900	\$1,443.80		
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$12,731.60

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	160043	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$44.2200	\$221.10		
5	case	8007	Corn Nuts Reg 4/36ct/case	\$44.2200	\$221.10		
10	case	8010	Corn Nuts,Ranch 4/36ct/case	\$44.2200	\$442.20		
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case	\$44.2200	\$221.10		
20	Case	8258	Chips, Baked Doritos Nacho 64/cs	\$23.7500	\$475.00		
5	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs	\$24.6900	\$123.45		
40	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs	\$23.7400	\$949.60		
40	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs	\$24.6900	\$987.60		
5	case	8202	Chips , Fritos Corn 120's	\$16.4300	\$82.15		
5	case	8201	Chips, Potato Plain Lays 120	\$15.8100	\$79.05		
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$23.3000	\$116.50		
120	case	8004	Pretzel, WhlWht USF#5947015 J&J#3014 100/case	\$25.7400	\$3,088.80		
100	case	8018	Pretzel,*Mini, Snyder's 400's	\$39.9400	\$3,994.00		
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$28.6300	\$143.15		
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's 2pk/12-6	\$32.3200	\$161.60		
5	case	7237	Poptart, Strawberry IW Kellogg's 2pk/72-3.6	\$32.3200	\$161.60		
40	case	20209	Soup, Beef Maruchan 12/case	\$3.9700	\$158.80		
100	case	20207	Soup, Chicken Maruchan 12/case	\$3.9700	\$397.00		
10	case	20203	Soup, Shrimp Maruchan 12/case	\$3.9700	\$39.70		
100	case	11084	Gatorade W/Mouth 24/20oz.	\$20.7000	\$2,070.00		
100	case	11082	Gatorade 24/12oz bottle Assrtd.	\$11.5600	\$1,156.00		
5	case	11077	Juice, Apple Langers 24/16oz./case	\$13.7300	\$68.65		
5	case	11085	Juice, Orange Langers 24/16oz./case	\$13.7300	\$68.65		
20	case	11078	Cool Rips, Tropics 60/4oz.	\$31.2500	\$625.00		
20	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$168.60		
5	case	11033	Water, Splash Black Cherry 24/16.9oz/cs	\$8.4300	\$42.15		
20	case	11066	Water, Splash KiwiWatermelon 24/16.9oz/cs	\$8.4300	\$168.60		
20	case	11067	Water, Splash KiwiStrawberry 24/16.9oz/cs	\$8.4300	\$168.60		
30	case	11047	Water, Bottled Cyrstal Geysers 32/16.9oz	\$4.1600	\$124.80		
20	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$72.1900	\$1,443.80		
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$18,168.35

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	160044	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$44.2200	\$884.40		
5	case	8007	Corn Nuts Reg 4/36ct/case	\$44.2200	\$221.10		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	160044	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
25	case	8010	Corn Nuts,Ranch 4/36ct/case			\$44.2200	\$1,105.50
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case			\$44.2200	\$221.10
50	Case	8258	Chips, Baked Doritos Nacho 64/cs			\$23.7500	\$1,187.50
400	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs			\$24.6900	\$9,876.00
100	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs			\$23.7400	\$2,374.00
100	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs			\$24.6900	\$2,469.00
5	case	8202	Chips , Fritos Corn 120's			\$16.4300	\$82.15
5	case	8201	Chips, Potato Plain Lays 120			\$15.8100	\$79.05
5	case	8253	Chips, Baked Doritos Nacho 88/cs			\$23.3000	\$116.50
250	case	8004	Pretzel, WhlWht USF#5947015 J&J#3014 100/case			\$25.7400	\$6,435.00
50	case	8018	Pretzel,*Mini, Snyder's 400's			\$39.9400	\$1,997.00
10	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's			\$28.6300	\$286.30
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's 2pk/12-6			\$32.3200	\$161.60
5	case	7237	Poptart, Strawberry IW Kellogg's 2pk/72-3.6			\$32.3200	\$161.60
180	case	20209	Soup, Beef Maruchan 12/case			\$3.9700	\$714.60
180	case	20207	Soup, Chicken Maruchan 12/case			\$3.9700	\$714.60
180	case	20203	Soup, Shrimp Maruchan 12/case			\$3.9700	\$714.60
800	case	11084	Gatorade W/Mouth 24/20oz.			\$20.7000	\$16,560.00
100	case	11082	Gatorade 24/12oz bottle Assrtd.			\$11.5600	\$1,156.00
25	case	11078	Cool Rips, Tropics 60/4oz.			\$31.2500	\$781.25
5	case	11077	Juice, Apple Langers 24/16oz./case			\$13.7300	\$68.65
5	case	11085	Juice, Orange Langers 24/16oz./case			\$13.7300	\$68.65
100	case	11032	Water, Splash Wildberry 24/16.9oz.			\$8.4300	\$843.00
5	case	11033	Water, Splash Black Cherry 24/16.9oz/cs			\$8.4300	\$42.15
5	case	11066	Water, Splash KiwiWatermelon 24/16.9oz/cs			\$8.4300	\$42.15
200	case	11067	Water, Splash KiwiStrawberry 24/16.9oz/cs			\$8.4300	\$1,686.00
200	case	11047	Water, Bottled Cyrstal Geysr 32/16.9oz			\$4.1600	\$832.00
20	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case			\$72.1900	\$1,443.80

**Sales Tax:** \$0.00  
**P.O. Total:** \$53,325.25

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	160045	7/1/2013	12/31/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	case	8011	Corn Nuts Chili Picante 4/36ct/case			\$44.2200	\$442.20
5	case	8007	Corn Nuts Reg 4/36ct/case			\$44.2200	\$221.10
10	case	8010	Corn Nuts,Ranch 4/36ct/case			\$44.2200	\$442.20
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case			\$44.2200	\$221.10
30	Case	8258	Chips, Baked Doritos Nacho 64/cs			\$23.7500	\$712.50
300	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs			\$24.6900	\$7,407.00
10	case	8261	Chips, BBQ Baked, KC Masterpiece 64/cs			\$23.7400	\$237.40
30	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs			\$24.6900	\$740.70
5	case	8202	Chips , Fritos Corn 120's			\$16.4300	\$82.15
30	case	8201	Chips, Potato Plain Lays 120			\$15.8100	\$474.30
5	case	8253	Chips, Baked Doritos Nacho 88/cs			\$23.3000	\$116.50
275	case	8004	Pretzel, WhlWht USF#5947015 J&J#3014 100/case			\$25.7400	\$7,078.50
50	case	8018	Pretzel,*Mini, Snyder's 400's			\$39.9400	\$1,997.00
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's			\$28.6300	\$143.15
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's 2pk/12-6			\$32.3200	\$161.60
5	case	7237	Poptart, Strawberry IW Kellogg's 2pk/72-3.6			\$32.3200	\$161.60
50	case	20209	Soup, Beef Maruchan 12/case			\$3.9700	\$198.50
150	case	20207	Soup, Chicken Maruchan 12/case			\$3.9700	\$595.50
50	case	20203	Soup, Shrimp Maruchan 12/case			\$3.9700	\$198.50
200	case	11084	Gatorade W/Mouth 24/20oz.			\$20.7000	\$4,140.00
150	case	11082	Gatorade 24/12oz bottle Assrtd.			\$11.5600	\$1,734.00
5	case	11077	Juice, Apple Langers 24/16oz./case			\$13.7300	\$68.65
5	case	11085	Juice, Orange Langers 24/16oz./case			\$13.7300	\$68.65

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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U.S. Foodservice, Inc.						<input type="checkbox"/>
	160045	7/1/2013	12/31/2013			

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
10	case	11078	Cool Rips, Tropics 60/4oz.	\$31.2500	\$312.50
50	case	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$421.50
5	case	11033	Water, Splash Black Cherry 24/16.9oz/cs	\$8.4300	\$42.15
50	case	11066	Water, Splash KiwiWatermelon 24/16.9oz/cs	\$8.4300	\$421.50
50	case	11067	Water, Splash KiwiStrawberry 24/16.9oz/cs	\$8.4300	\$421.50
50	case	11047	Water, Bottled Cyrstal Geysers 32/16.9oz	\$4.1600	\$208.00
20	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$72.1900	\$1,443.80

<b>Sales Tax:</b>	\$0.00
<b>P.O. Total:</b>	\$30,913.75

U.S. Foodservice, Inc.						<input type="checkbox"/>
	160046	7/1/2013	12/31/2013			

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
20	case	8011	Corn Nuts Chili Picante 4/36ct/case	\$44.2200	\$884.40
5	case	8007	Corn Nuts Reg 4/36ct/case	\$44.2200	\$221.10
30	case	8010	Corn Nuts,Ranch 4/36ct/case	\$44.2200	\$1,326.60
5	case	8008	Corn Nuts B.B.Q. 4/36ct/case	\$44.2200	\$221.10
30	Case	8258	Chips, Baked Doritos Nacho 64/cs	\$23.7500	\$712.50
300	Case	8259	Chips, Baked Cheetos Flaming Hot 64/cs	\$24.6900	\$7,407.00
150	case	8261	Chips, BBQ Baked, KC Masterpiece 64/es	\$23.7400	\$3,561.00
200	case	8146	Chips,Baked, Ruffles Ched & SC 64/cs	\$24.6900	\$4,938.00
5	case	8202	Chips , Fritos Corn 120's	\$16.4300	\$82.15
5	case	8201	Chips, Potato Plain Lays 120	\$15.8100	\$79.05
5	case	8253	Chips, Baked Doritos Nacho 88/cs	\$23.3000	\$116.50
5	case	8207	Sunflwr Seeds,Lightly Salted Dakota ,150's	\$28.6300	\$143.15
100	case	8004	Pretzel, WhlWht USP#5947015 J&J#3014 100/case	\$25.7400	\$2,574.00
50	case	8018	Pretzel,*Mini, Snyder's 400's	\$39.9400	\$1,997.00
5	case	7238	Poptart, Cin-BrnSgr IW Kellogg's 2pk/12-6	\$32.3200	\$161.60
5	case	7237	Poptart, Strawberry IW Kellogg's 2pk/72-3.6	\$32.3200	\$161.60
200	case	20209	Soup, Beef Maruchan 12/case	\$3.9700	\$794.00
200	case	20207	Soup, Chicken Maruchan 12/case	\$3.9700	\$794.00
200	case	20203	Soup, Shrimp Maruchan 12/case	\$3.9700	\$794.00
500	case	11084	Gatorade W/Mouth 24/20oz.	\$20.7000	\$10,350.00
250	case	11082	Gatorade 24/12oz bottle Assrtd.	\$11.5600	\$2,890.00
30	case	11078	Cool Rips, Tropics 60/4oz.	\$31.2500	\$937.50
5	case	11077	Juice, Apple Langers 24/16oz./case	\$13.7300	\$68.65
5	case	11085	Juice, Orange Langers 24/16oz./case	\$13.7300	\$68.65
200	ease	11032	Water, Splash Wildberry 24/16.9oz.	\$8.4300	\$1,686.00
15	case	11033	Water, Splash Black Cherry 24/16.9oz/cs	\$8.4300	\$126.45
200	case	11066	Water, Splash KiwiWatermelon 24/16.9oz/cs	\$8.4300	\$1,686.00
200	case	11067	Water, Splash KiwiStrawberry 24/16.9oz/cs	\$8.4300	\$1,686.00
200	case	11047	Water, Bottled Cyrstal Geysers 32/16.9oz	\$4.1600	\$832.00
50	case	3057	Rice Krispies, Mini Squares, Kellogs 600/case	\$72.1900	\$3,609.50

<b>Sales Tax:</b>	\$0.00
<b>P.O. Total:</b>	\$50,909.50

<b>Vendor Total:</b>	\$188,270.01
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FENN Termite & Pest Control						<input type="checkbox"/>
	160008	7/1/2013	6/30/2014			

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
204	ea	1	Monthly Service for Pest Control - 17 sites	\$35.0000	\$7,140.00
48	ea	1	Monthly Service for Pest Control - 4 sites	\$45.0000	\$2,160.00
72	ea	1	Monthly Maint. Fee @ NC - bait 6 traps/mo.	\$2.0000	\$144.00
48	ea	1	Add'l Monthly traps @ NC - bait 4 traps/ino.	\$2.5000	\$120.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers	
FENN Termite & Pest Control	160008	7/1/2013	6/30/2014			<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$9,564.00
						<b>Vendor Total:</b>	\$9,564.00 ^
N. Harris Computer Corporation	160020	7/1/2013	6/30/2014			<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	eOfficeSuite - Accounts Payable	\$1,317.4100	\$1,317.41		
1	ea	2	eOfficeSuite - Daily Sales	\$1,225.7600	\$1,225.76		
1	ea	1	eOfficeSuite - Export Utility	\$250.4300	\$250.43		
1	ea	1	eOfficeSuite - General Ledger	\$2,850.8700	\$2,850.87		
1	ea	1	eOfficeSuite - Inventory	\$1,317.4100	\$1,317.41		
1	ea	1	eOfficeSuite - Student Information	\$817.1700	\$817.17		
1	ea	1	eOfficeSuite - Purchase Orders	\$695.1600	\$695.16		
1	ea	1	RocketScan	\$1,054.4200	\$1,054.42		
20	ea	1	Touch-n-Serv w/Comm. - Silver - 20 sites	\$540.3900	\$10,807.80		
1	ea	1	Touch-n-Serv - POS Software	\$137.9400	\$137.94		
1	ea	1	Touch-n-Serv - POS Software	\$68.9700	\$68.97		
1	ea	1	Touch-n-Serv - POS Software - Nicolas	\$68.9700	\$68.97		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$20,612.31
						<b>Vendor Total:</b>	\$20,612.31 ^
County of Orange	160021	7/1/2013	6/30/2014			<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Orange County 2013-2014 Secured Property Tax	\$1,325.9400	\$1,325.94		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,325.94
						<b>Vendor Total:</b>	\$1,325.94 ^
Fleet Services, Inc.	150967	6/20/2013	7/15/2013			<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Engine Control System SCP17	\$11,429.0500	\$11,429.05		
1	ea	2	Brackets & Miscellaneous Components	\$500.0000	\$500.00		
1	ea	3	Freight	\$200.0000	\$200.00		
1	ea	4	Labor	\$1,425.0000	\$1,425.00		
						<b>Sales Tax:</b>	\$954.32
						<b>P.O. Total:</b>	\$14,508.37
						<b>Vendor Total:</b>	\$14,508.37 ^
McCoy & Mills Ford	150968	6/20/2013	6/27/2013			<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	2013 Fusion SE SN#3FA6P0H77DR344489	\$19,801.9500	\$19,801.95		



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 6/4/2013 and 7/8/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
McCoy & Mills Ford	150968	6/20/2013	6/27/2013				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Document Fee			\$80.0000	\$80.00
1	ea	1	EFF			\$26.0000	\$26.00
1	ea	1	Tire Fee			\$8.7500	\$8.75
						<b>Sales Tax:</b>	\$1,590.56
						<b>P.O. Total:</b>	\$21,507.26
						<b>Vendor Total:</b>	\$21,507.26

GRAND TOTAL  
(NET OF OPEN P.O.'S)      \$ 781,640.14

CONSENT ITEM

**DATE:** July 30, 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 88483 THROUGH 89053 FOR THE 2012/2013 AND 2013/2014 SCHOOL YEARS

Background: Board approval is requested for warrants numbered 88483 through 89053 for the 2012/2013 and 2013/2014 school years totaling \$3,460,441.33. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$3,133,356.81
12 Child Development	23,040.08
14 Deferred Maintenance	24,148.27
25 Capital Facilities	67,113.42
40 Special Reserve	6,455.00
68 Workers' Compensation	190,877.62
81 Property/Liability Insurance	15,450.13
Total	\$3,460,441.33

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 88483 through 89053 for the 2012/2013 and 2013/2014 school years.

SH:SM:gs

CONSENT ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Interim Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9690 THROUGH 9796 FOR THE 2012/2013 AND 2013/2014 SCHOOL YEARS**

Background: Board approval is requested for Nutrition Services warrants numbered 9690 through 9796 for the 2012/2013 and 2013/2014 school years. The total amount presented for approval is \$514,473.20.

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 9690 through 9796 for the 2012/2013 and 2013/2014 school years.

SH:KT:dlh

CONSENT ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., Superintendent  
**FROM:** Mark Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Mathew Barnett, Ph.D., Principal, Nicolas Junior High School  
**SUBJECT:** **APPROVE/RATIFY ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT WITH DAVID SWENSON FOR THE 2012/2013 SCHOOL YEAR**

Background: On August 21, 2012, the Fullerton School District Board of Trustees approved an Independent Contract Agreement for \$20,000 to engage the services of David Swenson to provide technical support for Nicolas Junior High School. The technical skills have been instrumental in implementing cutting edge technologies at Nicolas Jr. High during the 2012/2013 school year.

Rationale: Mr. Swenson added parental technical instruction to the services provided to Nicolas Jr. High. Additional days were spent providing this instruction to strengthen the technology foundation being established at the school.

Funding: Amended additional amount not to exceed \$2,000.00 to be paid from Budget #0122420101-5805.

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

MD:MB:nm  
Attachment

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND DAVID SWENSON

This addendum is to increase the amount originally agreed upon and Board approved on August 21, 2012. Since Board approval, providing parental technical instruction has been added to the services performed by Mr. Swenson. A total of 40 participants enrolled in parenting classes at Nicolas Jr. High School. At a rate of \$80.00 per participant, the original contractual amount will need to be increased by an additional \$2,000.00.

Original amount of Agreement: \$20,000.00

Requested Increase: \$2,000.00

Total Amended Cost: \$22,000.00

The budget number for the additional expenses is from Nicolas Junior High Schools ELAP funds 0122420101 - 5805.

THIS AGREEMENT IS ENTERED INTO THIS 30<sup>th</sup> Day of July, 2013.

\_\_\_\_\_  
Robert Pletka, Ed.D., Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Swenson

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND ALLIANT INSURANCE SERVICES, INC., FOR THE 2013/2014 SCHOOL YEAR

Background: The District operates a Health Benefits Committee made up of representatives from the three employee associations. The Committee receives and reviews information regarding the various insurance benefits offered by the District from its insurance brokers and administrators, and communicates with their respective association members about District insurance matters. In order for committee members to be more knowledgeable and better equipped to make educated recommendations on behalf of the District and its employees, District staff is recommending that a contract be entered into with Alliant Insurance Services, Inc. The recommended contract provides for three primary services which will cover a variety of concerns including: 1) Procurement of alternative cost saving initiatives and options; 2) Access to Public Entity Joint Purchasing Program; and 3) Employee Benefit Committee leadership and participation.

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

Funding: The cost of this service is \$40,000.00 to be paid from the Unrestricted Fund.

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

MLD:nm  
Attachment



## **CONSULTING AGREEMENT**

This consulting agreement (herein referred to as the "Agreement") is made on 6/4/2013 by and between Fullerton School District (herein referred to as the "Client") and Alliant Insurance Services, Inc. (herein referred to as the "Consultant").

### **RECITAL OF FACTS**

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

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

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

### **2. DEFINITIONS**

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

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

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

### 3. TERM AND TERMINATION

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

### 4. SUPPORT

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



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

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

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

## **6. OTHER THIRD PARTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 10. OBLIGATIONS AND WARRANTIES

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

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

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

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

## **12. GOVERNING LAW**

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

## **13. AGREEMENT TO ARBITRATE**

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

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

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

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

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

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

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

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

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

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

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

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

#### **18. SURVIVAL**

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

**19. NOTICES**

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

**20. WAIVER OF BREACH**

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

**21. HEADINGS AND CONSTRUCTION**

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

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

ALLIANT INSURANCE SERVICES, INC.

CLIENT

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

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

Name: Michael Menerey  
Title: First Vice President

Name: Susan Cross Hume  
Title: Asst. Superintendent, Business Services

Address for Notices:

Address for Notices:

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

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

**Exhibit I - Services**

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

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

**Description of Services to be Performed:**

**Phase 1**

Scope of Services	Proposed Fee
• Procurement of Alternative Cost Saving Initiatives and Options	Included
• Access to Public Entity Joint Purchasing Programs	Included
• Employee Benefit Committee Leadership & Participation	Included

## **Exhibit II – Compensation**

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

The Parties agree to the following:

The Fee for Services outlined in Exhibit I will be a flat Fee of forty thousand dollars (\$40,000).



CONSENT ITEM

**DATE:** July 30, 2013

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

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

**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 4 (APRIL 1, 2013-June 30, 2013)

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

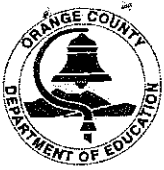
	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	None	N/A
Instructional Material Issues	None	N/A
Credentialing Issues	None	N/A
Other	None	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

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

MD:nm  
Attachment



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

District: Fullerton School District

Person completing this form: Nina Mota

Title: Administrative Secretary

- Quarter #1 July 1 to September 30, 2012 Report due by October 31, 2012
- Quarter #2 October 1 to December 31, 2012 Report due by January 31, 2013
- Quarter #3 January 1 to March 31, 2013 Report due by April 30, 2013
- Quarter #4 April 1 to June 30, 2013 Report due by July 31, 2013

Date information will be reported publicly at governing board meeting: July 30, 2013

**Please check the box that applies:**

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

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

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

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

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

**Please submit to:**

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

CONSENT ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Marilee Cosgrove, Program Director, Child Development Services

**SUBJECT:** **APPROVE/RATIFY AMENDED CONTRACT AGREEMENT WITH BOYS AND GIRLS CLUBS OF FULLERTON FOR SERVICES PROVIDED IN SUPPORT OF PROPOSITION 49 GRANT-FUNDED AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR JULY 1, 2013 THROUGH JUNE 30, 2015**

Background: The contract agreement is for a 36-month continuation of services contingent upon annual renewal by the California Department of Education After School Program.

<u>Community-Based Organization</u>	<u>Schools</u>	<u>Students</u>	<u>Funding Amount</u>
Boys and Girls Club of Fullerton	Commonwealth	84	\$ 98,280.00
	Valencia Park	40	\$ 46,800.00

Rationale: The Proposition 49 Grant-Funded After School Program has been a collaboration between the Fullerton School District and the Boys and Girls Club of Fullerton to serve Commonwealth and Valencia Park students daily since the inception of the program. The 36-month contract is amended for the remaining 24 months based on the reduction in the number of students served at Valencia Park School.

Funding: Payment solely from Proposition 49 Grant-Funded After School Education and Safety Program.

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

MLD:MC:ln  
Attachment

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Boys and Girls Clubs of Fullerton, (address on file)**, 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: **an after school program that is in compliance with the After School Education and Safety (ASES) grant. A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program day (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Commonwealth Elementary School and 60 40 participants at Valencia Park Elementary School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by the Boys & Girls Clubs of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. This contract is contingent upon maintaining program standards, attendance and annual program renewal. District has the right to establish the standards by which the quality of the program is assessed. Services shall be provided by the Boys & Girls Clubs of Fullerton.**

2. Term. Contractor shall commence providing services under this Agreement on **July 1, 2012 2013**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Sixty-Eight Thousand Four Hundred Eighty One Hundred Forty-Five Thousand Eighty Dollars (~~\$168,480.00~~ \$145,080.00) annually, based on maintaining 85% daily attendance (\$6.50 per student, 180 days)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Employment With Public Agency. Contractor, if an employee of another public

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

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

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

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

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

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

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

CONTRACTOR:  
Boys & Girls Clubs of  
348 W. Commonwealth Avenue  
Fullerton, CA 92832  
(Attn): Brett Ackerman, CPO

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 30<sup>th</sup> DAY OF JULY, 2013.

FULLERTON SCHOOL DISTRICT  
FULLERTON

BOYS & GIRLS CLUBS OF

**Contractor Name**

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

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

Robert Pletka, Ed.D.  
Superintendent

Brett Ackerman

**Typed Name**

Chief Professional Officer

**Title**

On File

**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Program Director, Child Development Services  
**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DANIELA ARBIZZI FOR EARLY CHILDHOOD EDUCATION CONSULTANT SERVICES BETWEEN AUGUST 12, 2013 AND JANUARY 31, 2014**

Background: The Fullerton School District State Preschool and Early Learning Atelier programs are designed and align with the Reggio Emilia approach and presents cutting edge best practices that form the foundation in these Child Development Services programs. The Reggio Emilia approach aligns closely with the Preschool Learning Foundations Common Core State Standards.

Rationale: The goal is to create meaningful learning experiences for students by extending the Reggio Emilia approach to other Fullerton School District programs. Consultant services will include: mentoring teachers and developing indoor and outdoor environments and documentation that reflects different approaches to ensure individual learning needs in the Child Development Services preschool and Early Learning Atelier classrooms and the multi-age program at Orangethorpe School, and collaborating on projects with the All the Arts for All the Kids program.

Funding: Cost not to exceed \$15,000.00 and is to be paid from Child Development budgets #310 and #343.

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

MLD:MC:ln  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **mentoring teachers and developing indoor and outdoor environments and documentation that reflects different approaches to ensure individual learning needs in the Child Development Services preschool and Early Learning Atelier classrooms and the multi-age program at Orangethorpe School, and collaborating on projects with the All the Arts for All the Kids program.** Services shall be provided by **Daniela Arbizzi**.

2. Term. Contractor shall commence providing services under this Agreement on **August 12, 2013**, and will diligently perform as required and complete performance by **January 31, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifteen Thousand Dollars (\$15,000.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

respect to Contractor's employees.

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available

to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
(Name) Daniela Arbizzi  
(Address) On File  
(City, State, Zip) On File  
(Attn):

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 30<sup>th</sup> DAY OF July, 2013.

FULLERTON SCHOOL DISTRICT

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

Daniela Arbizzi  
**Contractor Name**

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

Daniela Arbizza  
**Typed Name**

Contractor  
**Title**

On File  
**Taxpayer Identification Number**



CONSENT ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Marilee Cosgrove, Program Director, Child Development Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND UNIVERSITY PREPARATION SCHOOL AT CSU CHANNEL ISLANDS FOR DESIRED RESULTS DEVELOPMENTAL PROFILE (DRDP) (2010) FOR THE PRESCHOOL CLASSROOM TRAINING ON AUGUST 10, 2013**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools.

Rationale: DRDP is the required assessment for the State Preschool Program. Teachers will participate in two trainings to increase data accuracy and to use results to drive curriculum development. This is the first of two trainings provided to the District's preschool teachers.

Funding: Total cost not to exceed \$2,000.00 and is to be paid from Child Development budget #310.

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

MLD:MC:ln  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and University Preparation School at CSU Channel Islands, 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: **workshop/training for preschool teachers in the DRDP (2010) for the Preschool Classroom**. Services shall be provided by **University Preparation School at CSU Channel Islands**.

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

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement at Forty Dollars (\$40.00) per hour for a total fee not to exceed **Two Thousand** Dollars (**\$2,000.00**). Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Non Waiver. The failure of District or Contractor to seek redress for violation of, or

to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

CONTRACTOR:  
(Name) University Preparation School at  
CSU Channel Islands  
(Address) On File  
(City, State, Zip) On File  
(Attn): Charmon Evans, Director

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 30th DAY OF July, 2013.

FULLERTON SCHOOL DISTRICT

University Preparation School at CSU  
Channel Islands  
Contractor Name

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

By: \_\_\_\_\_  
Charmon Evans  
Typed Name

Director \_\_\_\_\_  
Title

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

CONSENT ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Marilee Cosgrove, Program Director, Child Development Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTED CENTER FOR CHILD AND FAMILY STUDIES FOR DESIRED RESULTS DEVELOPMENTAL PROFILE (DRTP) TECH TRAINING ON AUGUST 30, 2013**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools.

Rationale: DRDP is the required assessment for the State Preschool Program. Teachers will participate in two trainings to increase data accuracy and to use results to drive curriculum development. This is the second of two trainings provided to Fullerton's preschool teachers.

Funding: Total cost not to exceed \$1,000.00 and is to be paid from Child Development budget #310.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and WestEd Center for Child and Family Studies for Desired Results Developmental Profile Tech Training on August 30, 2013.

MLD:MC:ln  
Attachment



## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and WestEd Center for Child and Family Studies, 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: **DRDPtech Training, which provides preschool teachers with an online support system for the Desired Results Developmental Profile (2010) assessment instruments.** Services shall be provided by **WestEd Center for Child and Family Studies.**

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

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement at Forty Dollars (\$40.00) per hour for a total fee not to exceed **One Thousand** Dollars (**\$1,000.00**). Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

respect to Contractor's employees.

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available

to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
(Name) WestEd Center for Child and  
Family Studies  
(Address) On File  
(City, State, Zip) On File  
(Attn): Matt Caetano, Office Project Asst.

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 30th DAY OF July, 2013.

FULLERTON SCHOOL DISTRICT

WestEd Center for Child and Family  
Studies  
**Contractor Name**

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

By: \_\_\_\_\_  
Matt Caetano  
**Typed Name**

Office Project Assistant  
**Title**

On File  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** July 30, 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 1089 FOR THE 2012/2013 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1089 for the 2012/2013 school year. The total amount presented for approval is \$458.75.

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

01	General Fund	<u>\$458.75</u>
	Total	\$458.75

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

Funding: Funding is taken from District 40, General Fund 01.

Recommendation: Approve/Ratify warrant number 1089 for the 2012/2013 school year (District 40, Van Daele).

SH:SM:gs

CONSENT ITEM

**DATE:** July 30, 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 1139 THROUGH 1140 FOR THE 2012/2013 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1139 through 1140 for the 2012/2013 school year. The total amount presented for approval is \$32,010.57.

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

01	General Fund	<u>\$32,010.57</u>
	Total	\$32,010.57

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 warrants numbered 1139 through 1140 for the 2012/2013 school year (District 48, Amerige Heights).

SH:SM:gs



CONSENT ITEM

**DATE:** July 30, 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 H40R0001 AND H40X0001 FOR THE 2013/2014 FISCAL YEAR FOR DISTRICT 40 (VAN DAELE)

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered H40R0001 and H40X0001 for the 2013/2014 fiscal year for District 40 (Van Daele).

SH:SM:gs  
Attachment

**Full Elem CFD2000-01**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/30/2013**

**FROM 07/01/2013 TO 07/08/2013**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H40R0001	US BANK	3,000.00	3,000.00	0168750851 5800	Van Daele Facilities / Other Contracted Services
H40X0001	DOLINKA GROUP INC	12,000.00	12,000.00	0168750851 5805	Van Daele Facilities / Consultants
	<b>Fund 01 Total:</b>	<b>15,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>15,000.00</b>			

CONSENT ITEM

**DATE:** July 30, 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 H48R0001 AND H48X0001 FOR THE 2013/2014 FISCAL YEAR FOR DISTRICT 48 (AMERIGE HEIGHTS)

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered H48R0001 and H48X0001 for the 2013/2014 fiscal year for District 48 (Amerige Heights).

SH:SM:gs  
Attachment

**Full Elem CFD2001-01**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 07/30/2013

FROM 07/01/2013 TO 07/08/2013

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H48R0001	US BANK	5,000.00	5,000.00	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
H48X0001	DOLINKA GROUP LLC	13,000.00	13,000.00	0168150851 5805	Amerige Heights Facilities / Consultants
	Fund 01 Total:	18,000.00			
	Total Amount of Purchase Orders:	18,000.00			

CONSENT ITEM

**DATE:** July 30, 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-B061 THROUGH 12/13-B067 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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-B061 through 12/13-B067 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

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 the previously budgeted income in the amount of \$5,639 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**  
**UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	-\$108,621
8699	All Other Local Revenue	-17,973
8980	Contributions from Unrestricted Revenues	120,955
	Total:	-\$5,639

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	-\$116,326
2000	Classified Salaries	-11,217
3000	Employee Benefits	-8,669
4000	Books and Supplies	-68,259
5000	Services & Other Operating Expenses	53,110
7000	Other Outgo	-188
9789	Designated for Economic Uncertainties	145,910
	Total:	-\$5,639

Explanation: This Resolution reflects reductions to revenue for Medi-Cal Administrative Activities (MAA), ASB/PTA reimbursements, and donation accounts. It also includes an adjustment to contributions to restricted programs, as well as adjustments to expenditures in the unrestricted General Fund.

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

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

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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$315,923 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	-\$156,489
8699	All Other Local Revenue	593,367
8980	Contributions from Unrestricted Revenues	-120,955
	Total:	<u>\$315,923</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$10,168
2000	Classified Salaries	-96,053
3000	Employee Benefits	47,628
4000	Books and Supplies	381,469
5000	Services & Other Operating Expenses	-22,720
6000	Capital Outlay	79,198
7000	Other Outgo	20,000
9740	Legally Restricted Balance	-128,767
9789	Designated for Economic Uncertainties	25,000
	Total:	<u>\$315,923</u>

Explanation: This Resolution reflects year-end adjustments to revenue for donation accounts and contributions to restricted programs. It also includes a reduction to Special Education Mental Health Support and adjustments to expenditures in the restricted General Fund.

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

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

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

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

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

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$5,729
2000	Classified Salaries	-7,662
3000	Employee Benefits	-6,669
4000	Books and Supplies	3,894
5000	Services & Other Operating Expenses	4,708
	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 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	\$400
5000	Services & Other Operating Expenses	-400
	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 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 transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

**CAPITAL FACILITIES FUND 25**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$22,852
5000	Services & Other Operating Expenses	23,561
6000	Capital Outlay	-709
	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 expenditures in the Capital Facilities Fund.

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

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

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

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

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

**WORKERS' COMPENSATION FUND 68**

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
4000	Books and Supplies	-\$200
5000	Services & Other Operating Expenses	697,030
9790	Undesignated/Unappropriated	-696,830
	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 expense for IBNR (incurred but not reported) costs reported in the 2012/13 Actuarial Study for the Workers' Compensation 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:

**PROPERTY AND LIABILITY FUND 81**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$7,550
5000	Services & Other Operating Expenses	7,550
	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 expenditures in the Property and Liability Fund.

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

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

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

CONSENT ITEM

**DATE:** July 30, 2013

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 13/14-B001 THROUGH 13/14-B004 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code Section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 13/14-B001 through 13/14-B004 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:gs  
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$47,906 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8980	Contributions from Unrestricted Revenues	\$47,906
	Total:	\$47,906

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$16,000
3000	Employee Benefits	1,976
4000	Books and Supplies	-14,040
5000	Services & Other Operating Expenses	18,140
9789	Designated for Economic Uncertainties	25,830
	Total:	\$47,906

Explanation: This Resolution reflects a reduction to contributions to Special Education and 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 \$33,923 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>
8677	Interagency Services Between LEAs	\$13,983
8980	Contributions from Unrestricted Revenues	-47,906
	Total:	-\$33,923

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	\$1,000
2000	Classified Salaries	-26,790
3000	Employee Benefits	-20,101
4000	Books and Supplies	59,090
5000	Services & Other Operating Expenses	30,500
9789	Designated for Economic Uncertainties	-77,622
	Total:	-\$33,923

Explanation: This Resolution reflects a reduction to contributions to Special Education and an increase to revenue and expenditures for the 2013/14 California Technology Assistance Project (CTAP). It also includes a small portion of 2012/13 carryover and 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:

**CAPITAL FACILITIES FUND 25**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
6000	Capital Outlay	\$325,300
9780	Other Designations	-325,300
	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 an increase to expenditures for the installation of shade structures and shelters at school sites.

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

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

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



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

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
6000	Capital Outlay	\$253,000
9780	Other Designations	-253,000
	Total:	\$0

**Explanation:** This Resolution reflects an increase to expenditures for facility projects at school sites.

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

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

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

CONSENT ITEM

**DATE:** July 30, 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 RESOLUTION NUMBER 12/13-B48-001 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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 Resolution number 12/13-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:gs  
Attachment

FULLERTON SCHOOL DISTRICT  
CFD No. 2001-1 (Amerige Heights)  
Orange County, California  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
District 48

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**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$30,000
7000	Other Outgo	42,000
9780	Other Designations	-72,000
	Total:	<u>\$0</u>

**Explanation:** This Resolution reflects adjustments to expenditures in the General Fund.

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

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

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

CONSENT ITEM

**DATE:** July 30, 2013

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

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

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

**SUBJECT:** APPROVE/AWARD EXTENSION OF BID NO. FSD-08-09-PO1-A, CANON BRAND XEROGRAPHIC EQUIPMENT COST-PER-COPY FULL SERVICE MAINTENANCE AGREEMENT TO KONICA MINOLTA BUSINESS SOLUTIONS USA, INC., FOR THE DISTRICT'S FLEET OF CANON COPIERS FROM JULY 1, 2013 THROUGH AUGUST 31, 2013

Background: District staff is currently evaluating various proposals to replace multifunction copiers and integrate managed print services. However, the process will take time and existing Canon equipment will need supplies, service, and maintenance. To keep the Canon copier fleet operating, an extension of the full service maintenance agreement will be required. There will be a cap of a 10% increase in the current cost-per-copy (CPC) pricing. Any additional extensions, if required, would be negotiated with District staff and awarded vendor subject to final approval by the Fullerton School District's Board of Trustees.

Rationale: The District's fleet of Canon copiers will need ongoing supplies and services to maintain them at an acceptable level of performance at school sites and the Reprographics Department.

Funding: General Fund.

Recommendation: Approve/award extension of Bid No. FSD-08-09-PO1-A, Canon brand xerographic equipment cost-per-copy full service maintenance agreement to Konica Minolta Business Solutions USA, Inc., for the District's fleet of Canon copiers from July 1, 2013 through August 31, 2013.

SH:RM:gs

CONSENT ITEM

**DATE:** July 30, 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 RENEWAL OF BID FOR FULLERTON SCHOOL DISTRICT TO PURCHASE CUSTODIAL SUPPLIES AND SOFTWARE FROM A PIGGYBACK BID OF MORENO VALLEY UNIFIED SCHOOL DISTRICT BID NO. 11-12-06 CO-OP CUSTODIAL SUPPLIES AND SOFTWARE FOR MORENO VALLEY, CHINO VALLEY, AND ORANGE UNIFIED SCHOOL DISTRICTS FOR FISCAL YEAR 2013/2014

Background: The Moreno Valley Unified School District along with Chino Valley and Orange Unified School Districts prepared a cooperative bid to obtain the best available pricing for custodial supplies and software. This process benefits school districts in several different counties with piggybackable pricing on high quality products and rewards the vendor with the potential of very large volume sales.

Public Contract Code Section 20118 provides authority for the Board of Trustees 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: The Board of Trustees of the Fullerton School District determines it is in the best interest of the District to purchase custodial supplies and software from the Moreno Valley Unified School District's Bid No. 11-12-06 Co-op Custodial Supplies and Software.

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

Recommendation: Approve renewal of bid for Fullerton School District to purchase custodial supplies and software from a piggyback bid of Moreno Valley Unified School District Bid No. 11-12-06 Co-op Custodial Supplies and Software for Moreno Valley, Chino Valley, and Orange Unified School Districts for fiscal year 2013/2014.

SH:RM:gs

CONSENT ITEM

**DATE:** July 30, 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 AGREEMENT FOR IPC (USA), INC., A DIVISION OF ITOCHU CORPORATION, TO PROVIDE GASOLINE AND DIESEL FUELS FOR DISTRICT VEHICLES FOR A PERIOD OF THREE YEARS AS A RESULT OF THE ORANGE COUNTY SCHOOL DISTRICTS' COOPERATIVE FUEL BID, NEWPORT-MESA UNIFIED SCHOOL DISTRICT BID #108-13: FUEL (GASOLINE & DIESEL), EFFECTIVE AUGUST 1, 2013 THROUGH JULY 31, 2016

Background: On July 20, 2010, the Fullerton School District's Board of Trustees approved the fuels bid and agreements to provide gasoline and diesel fuels for District vehicles. That bid and the applicable agreements expire in July 2013. A new bid was prepared and advertised on April 26 and May 3, 2013, with an opening date of May 29, 2013. Six bids were received by Newport-Mesa Unified School District and evaluated by all participating districts to insure adherence to district specifications and responsiveness according to Public Contract Code. It was determined that IPC (USA), Inc., a division of ITOCHU Corporation, should be awarded the contract for fuel (gasoline and diesel) based on price per gallon, octane level, and delivery quantity/size. Documentation is available for review in the Superintendent's Office.

Rationale: The multi-district cooperative fuel bid will save District funds when purchasing gasoline and diesel fuel, when required, for the next three years.

Funding: General Fund.

Recommendation: Approve Agreement for IPC (USA), Inc., a division of ITOCHU Corporation, to provide gasoline and diesel fuels for District vehicles for a period of three years, as a result of the Orange County School Districts' Cooperative Fuel Bid, Newport-Mesa Unified School District Bid #108-13: Fuel (Gasoline & Diesel), effective August 1, 2013 through July 31, 2016.

SH:RM:gs  
Attachment

Bid #108-13  
Fuel (Gasoline and Diesel)  
10:00 AM, 5/29/13

Supplier/Bidder	IPC, Inc.	Boyett Petroleum	Petro Diamond, Inc.	Mansfield Oil, Inc.	SC Fuels	SoCo Group
City	Irvine	Modesto	Irvine	Gainesville, GA	Orange	Orange
Phone	(949) 648-5600	(209) 577-6000	(949) 553-0112	(800) 695-6626	(714) 744-7140	(800) 969-3835
Contact	Blanca Hurtado	Kristine Freitag	Sten Hughes	David Zarfoss	Patrick W. Barnecut	Jennifer Richardson
<b>Bid Documents:</b>			Nonresponsive			
Bid Form, signed	Yes	Yes	Yes	Yes	Yes	Yes
Designation of Subcontractors	Yes	Yes	Yes	Yes	Yes	Yes
Infor. Required of Bidder	Yes	Yes	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes	Yes	Yes
Acknowledge Addendum #1	Yes	Yes	Yes	Yes	Yes	Yes
<b>Bid Form Pricing</b>	<b>Lowest Qualified Bidder</b>					
87 Octane 7000+gal OPIS +	-0.0285	0.0210	0.0052	0.0422	-0.0098	0.039
87 Octane 3500-6999 gal OPIS +	0.0015	0.0210	No Bid	0.0615	0.0081	0.0675
89 Octane 7000+gal OPIS +	-0.0335	0.0210	-0.0057	0.0541	-0.0248	0.0390
89 Octane 3500-6999 gal OPIS +	-0.0035	0.0210	No Bid	0.0757	-0.0069	0.0675
91 Octane 7000+gal OPIS +	-0.0385	0.0210	0.0000	0.0340	-0.0398	0.0390
91 Octane 3500-6999 gal OPIS +	-0.0085	0.0210	No Bid	0.0547	-0.0216	0.0675
<b>TOTAL GASOLINE OPIS +</b>	<b>-0.1110</b>	<b>0.1260</b>	<b>-0.0005</b>	<b>0.3222</b>	<b>-0.0948</b>	<b>0.3195</b>
Diesel 7000+ gal OPIS +	0.0095	0.0238	0.0193	0.0447	0.0136	0.0405
Diesel 3500-6999 gal OPIS +	0.0295	0.0238	No Bid	0.0656	0.0316	0.0675
<b>TOTAL DIESEL OPIS +</b>	<b>0.0390</b>	<b>0.0476</b>	<b>0.0193</b>	<b>0.1103</b>	<b>0.0452</b>	<b>0.1080</b>
<b>TOTAL GASOLINE/DIESEL OPIS +</b>	<b>-0.0720</b>	<b>0.1736</b>	<b>0.0188</b>	<b>0.4325</b>	<b>-0.0496</b>	<b>0.4275</b>

CONSENT ITEM

**DATE:** July 30, 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/RATIFY AGREEMENT WITH THE LIQUIDATION COMPANY TO PROVIDE PROFESSIONAL AUCTION SERVICES TO THE FULLERTON SCHOOL DISTRICT FOR THE DISPOSAL OF SURPLUS ITEMS FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014**

Background: Over a period of time, the various District sites accumulate supplies and equipment which have become obsolete, unserviceable, unrepairable, or otherwise not suitable for school use. Some of these items may be salvaged or sold, thus providing the District with some recovery of residual value.

By employing the professional services of a disposal/auction company, the District expects to realize greater interest in its sale items and generate greater revenues than could be generated by disposing of surplus property in other manners allowed by law. Expenses will be paid from proceeds of sale. Additional General Fund revenue is anticipated. Although there is no cost to the District for the services of The Liquidation Company, there could be expenses incurred to dispose of any items not sold at auction.

Rationale: Routine removal of obsolete, unserviceable, and unrepairable furniture and equipment from the surplus storage area is necessary due to limited storage space. Sale of these items at auction may also provide revenue for the General Fund.

Funding: General Fund (01).

Recommendation: Approve/Ratify Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of July 1, 2013 through June 30, 2014.

SH:RM:gs  
Attachment





10012 CITRUS AVENUE  
FONTANA, CA 92335  
888-700-0523

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## AGREEMENT

This agreement dated the 1<sup>st</sup> day of July, 2013 in the County of Orange, State of California, by and between **FULLERTON SCHOOL DISTRICT** hereinafter referred to as SELLER, and **THE LIQUIDATION COMPANY** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 35 percent of gross sales. AUCTIONEER shall provide a check made payable to **FULLERTON SCHOOL DISTRICT** of net proceeds of auction. The check shall be delivered to SELLER no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#70611286) on file with the State of California. AUCTIONEER is also licensed by the State of California Integrated Waste Management Board as a collector (#102618) of electronic waste. AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER, a listing of which shall be made an integral part of this Agreement as Exhibit "A". No items shall be removed from Exhibit "A" less than four days prior to the scheduled auction date.
5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

6. In the case of dispute, the laws of the State of California and the County of Orange shall apply.
7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
8. AUCTIONEER shall have the right but not the obligation to charge buyers a “BUYERS PREMIUM” or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
9. AUCTIONEER shall provide SELLER the selling price for each lot consigned and sold.
10. The term of this agreement shall be for a period of one year, beginning on July 1, 2013 and ending on June 30, 2014. The SELLER or AUCTIONEER has the right to terminate this agreement at any time in its sole discretion upon thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on 1<sup>st</sup> day of July, 2013.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

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

The Liquidation Company

Fullerton School District

CONSENT ITEM

**DATE:** July 30, 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.

Alfred Acosta (Maintenance Worker II) – Class taken at Fullerton College:  
CSTR 104 – Concrete and Masonry  
Total amount payable \$155.00

Cristina Arambula (Instructional Assistant/BB) – Classes taken at Fullerton College: CDES 141 – Principles of Infants-Toddler Care and Education  
Introduction to Special Education  
Total amount payable \$321.30

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 2013/2014 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:** July 30, 2013

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

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

**PREPARED BY:** Dr. Amanda Segovia-Hale, Principal, Orangethorpe School

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

Background: Orangethorpe School will provide students with effective first instruction that engages and differentiates instruction to increase student achievement by supporting teachers with professional development. RISE Educational Services provides a systematic approach to improving student, teacher, and District academic achievement. RISE Educational Services professional development will increase teachers' knowledge of how their students learn, build teachers' instructional *toolbox* in Common Core standards-based instruction, provide guided opportunities for teachers to *co-plan*, *co-teach* and reflect on the delivery of their cognitive planned lessons and support teachers with 21<sup>st</sup> century learning student engagement strategies that promote digital literacy and higher level learning. (Elementary and Secondary Educational Act (ESEA) formerly No Child Left Behind, Title I Schoolwide Programs, 5 CCR 3932, 20 USC 7012[e][1], Board Policy 6020).

Rationale: RISE Educational Services will provide professional development in Direct Instruction with co-planning and co-teaching support to grade level teams to enable teachers to better meet the instructional needs of the diverse students they serve. The contract includes 15 full day sessions and materials over the 2013-14 school year. This includes 2 full day sessions with all teachers to build a common language with brain research compatible with direct interactive instruction. The 13 professional development training sessions will focus on lesson coaching for all teachers in grade level partner pairs. Lesson coaching includes Brain Based Direct Interactive Instruction cognitive lesson planning, lesson observations and reflection/debriefing time.

Funding: Cost is not to exceed \$26,000.00 to be paid from Orangethorpe School's Economic Impact Aid (#302) fund.

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

JM:ASH:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

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

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

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

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

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

2. Term. Contractor shall commence providing services under this Agreement on **September 6, 2013** and will diligently perform as required and complete performance by **May 30, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Twenty-six Thousand Dollars (\$26,000.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

CONTRACTOR:  
**Dr. Frank Rodriguez**  
**RISE Educational Services**  
**26320 Diamond Place, #130**  
**Santa Clarita, CA 91350**

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 30<sup>th</sup> DAY OF July 2013.

FULLERTON SCHOOL DISTRICT

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

By:

By:

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

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

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

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

CONSENT ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Amanda Seqovia-Hale, Principal, Orangethorpe School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) TO PROVIDE TRAINING AT ORANGETHORPE SCHOOL FROM OCTOBER 8, 2013 THROUGH DECEMBER 10, 2013**

Background: Orangethorpe School is committed to improving student achievement by increasing the capacity of parents to support their students in mastering grade level content standards. Federal and State mandates for categorical funding include requirements that Districts and schools provide meaningful opportunities on how parents can become involved in the education of their children and be active participants to support student academic achievement. Parent outreach includes ways to assist their children in meeting state academic content and achievement standards, achieve at high levels in core academic subjects, and to access available resources from family, school, District, and community to support under-achieving students. (Elementary and Secondary Educational Act (ESEA) formerly No Child Left Behind, Title I Schoolwide Programs, 5 CCR 3932, 20 USC 7012[e][1], Board Policy 6020).

Rationale: The PIQE organization will provide training to enable parents to support their students' academic success. The training sessions take place once a week over a nine-week period, which includes PIQE speakers and materials.

Funding: Cost is not to exceed \$5,000.00 and is to be paid from Orangethorpe School's Economic Impact Aid (#302) fund.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide training at Orangethorpe School from October 8, 2013 through December 10, 2013.

JM:ASH:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Parent Institute for Quality Education (PIQE)**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **The Parent Institute for Quality Education (PIQE) organization will provide parent training to enable them to support their students' academic success. In the elementary curriculum parents are instructed in methods for supporting their students' academic achievement, and connecting academic success with overcoming obstacles to student success. The training sessions take place once a week over a nine-week period with PIQE providing the speakers and materials for the training. PIQE will also conduct recruitment activities to encourage parents to attend the PIQE program.**

2. Term. Contractor shall commence providing services under this Agreement on **October 8, 2013** and will diligently perform as required and complete performance by **December 10, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five Thousand Dollars (\$5,000.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or

hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing services.)

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

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

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

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

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

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

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

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

17. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or



contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

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

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

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

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

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

CONTRACTOR:  
**Parent Institute for Quality Education**  
**902 N. Grand Ave. Suite 200**  
**Santa Ana, CA 92701**  
**Attn: Albert Rodriguez**

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 30<sup>th</sup> DAY OF July 2013.

FULLERTON SCHOOL DISTRICT

**Parent Institute for Quality Education**  
**(Contractor Name)**

By:

By:

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

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

**Albert Rodriguez**  
**(Typed Name, Title)**

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

CONSENT ITEM

**DATE:** July 30, 2013

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

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

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

**SUBJECT:** **APPROVE CONTRACT ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND LENOVO (UNITED STATES) INC., TO PROVIDE USAGE OF STONEWARE SINGLE SIGN-ON ACCESS (SSO) TO DISTRICT COMPUTERS**

Background: The Board of Trustees approved this contract at the March 12, 2013 Board meeting. With the increased dependence upon cloud services such as Illuminate, PowerSchool, Haiku LMS, and Google, Fullerton School District (FSD) e-mail user access to each of these services has become disjointed and there has been a resulting loss of productivity. To increase access for faculty, staff, and students to FSD supported resources, Technology and Media Services will implement Stoneware Single Sign-On (SSO) portal, which can be provided by Lenovo (United States), Inc. This SSO provides a single point of entry to all FSD users for all web services which will increase productivity, decrease help desk support, maximize use of FSD Internet services, and provide a solution for management and monitoring of tablet devices.

However, the cost to implement this functionality throughout FSD exceeds the competitive bid limits set forth in Public Contract Code section 20111. The State of Minnesota, in association with the National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WSCA), awarded Master Price Agreement No. B27168 for computer equipment, peripherals and related services to Lenovo (United States) Inc. The State of California approved the usage of this agreement in California through the California Participating Contract #B27168, effective October 28, 2009. Amendments 1-3 extend the effective date until August 31, 2014 and remain in full force and effect.

Public Contract Code sections 10298, 10299 and 12100 et seq. provide the authority for the District to utilize this agreement awarded to Lenovo (United States), Inc., to acquire information technology goods and services, including the Stoneware SSO. District staff has determined that the Stoneware SSO and related services and the prices under this agreement meet the needs of the District and are an excellent cost effective and efficient acquisition of quality products and services.

Rationale: Stoneware Single Sign-On services provide FSD with a solution to provide users with rapid access to all FSD supported Internet based services, tablet device management, and network authentication.

Funding: The total cost of the Stoneware Single Sign-On services is \$213,345.00 and is funded from the software portion of the K12 Voucher in the Technology and Media Services (#407) fund.

Recommendation: Approve Contract Addendum between Fullerton School District and Lenovo (United States) Inc., to provide usage of Stoneware Single Sign-On (SSO) access to District computers.

JM:RC:sg  
Attachment

**AMENDMENT NUMBER: 1  
TO CONTRACT NUMBER: B27168**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc. (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts;

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

**1. Section 11, Warranties** is changed to read as follows:

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished through this Agreement. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement, but the terms of this Agreement, including executed Participating Addendums, Exhibits, Amendments, and Purchase Orders, take precedence. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's products which is published in the Contractor's product manuals or data sheets.
2. The product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications.
3. The Product is free of significant defects in material and workmanship, or unusual problems about which the Purchasing Entity has not been warned.
4. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
5. Exhibit A contains additional warranties and limitations in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:

- a) Onsite Repair Options
- b) Depot Repair
- c) Extent of Warranty and Items Not Covered by Warranty

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products.

D. The Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from one-year to a three-year warranty, with the ability to upgrade warranties at the time of purchase. Notebook batteries have a warranty period of one year. All products listed will be EPEAT (bronze minimum) and Energy Star compliant, where applicable.

**2. Section 24. Indemnification, Hold Harmless and Limitation of Liability**, is changed to read as follows

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder, loss of or damage to data, lost profits, business, revenue, goodwill, or anticipated savings, even if the Contractor has been advised of the possibility of such damages. Both parties agree that this Contract does not create any right or cause of action for any third party against the other except for third party claims that fit within the indemnification provisions of this Agreement.

The State agrees that the Contractor, its principals, members and employees shall not be liable to the State and all Participating States and Participating Entities for all actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder and under all Participating Addenda for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's gross negligence, or intentional wrong doing of the State.

**3. Exhibit A. Additional Warranties** is modified to add a new Subsection, C, per the following:

**C. Extent of Warranty and Items Not Covered by Warranty**

The warranty stated in MPA Section 11(A)(5) does not apply to the extent that there has been misuse, accident, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, power surges, improper maintenance by the State, failure caused by a Product for which the Contractor is not responsible.



**WSCA/NASPO Contract Administration**  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Fax: 651.297.3996  
 TTY: MN Relay Service 1.800.627.3529  
<http://www.mmd.admin.state.mn.us>

to any third party hardware products, or to software, whether provided with a hardware product or installed subsequently. The warranty is voided by removal or alteration of Product or parts identification labels. The Contractor does not warrant uninterrupted or error-free operation of a Product or Service or that Supplier will correct all defects. Third party manufacturers or service providers may provide their own warranties to the State.

THESE WARRANTIES ARE THE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL SOFTWARE, SUPPORT, AND ALL THIRD PARTY PRODUCTS AND SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND.

This Amendment is effective beginning on September 1, 2009 or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. CONTRACTOR**

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Gerolynn Martin*  
 Title: Gerolynn Martin, Senior Program Manager  
 Date: 8/18/09

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**  
 In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kopischke*  
 Title: Acquisition Management Specialist  
 Date: 8/20/09

By:  
 Title:  
 Date:

**3. LEAD STATE**  
**COMMISSIONER OF ADMINISTRATION**  
 Or delegated representative.

By: *Brenda Willard*  
 Date: 8/20/09



**WSCA/NASPO Contract Administration**  
112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Fax: 651.297.3996  
TTY: MN Relay Service 1.800.627.3529  
<http://www.mmd.admin.state.mn.us>

**AMENDMENT NUMBER: TWO (2)  
TO CONTRACT NUMBER: B27168**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, and on behalf of the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc., 1009 Think Place, Morrisville, NC 27560 (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment, peripherals and related services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract specifically state that the Contractor will provide the basic warranty listed for each product in its PSS. The warranties range from a one-year to a three-warranty, with the ability to upgrade warranties at the time of purchase. (Bands 1. Servers; 2. Workstations; 4. Storage Solutions; and 7. Monitors).

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. The Contractor may offer one-year and/or two-year warranties for each Band of equipment provided under the Contract. The Contractor may show these as options when configuring a system/obtaining a quote, as a reduction in the cost of the equipment, or via an alternate solution to be mutually agreed upon in the future.

This Amendment is effective beginning on the date that the final required signatures are obtained, and shall remain in effect until August 31, 2012, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

Intentionally Left Blank



WSCA/NASPO Contract Administration  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Fax: 651.297.3996  
 TTY: MN Relay Service 1.800.627.3529  
<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. LENOVO (UNITED STATES) INC.**

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Gerolynn Martin*  
 Title: Gerolynn Martin, Senior Program Manager  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**  
 In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kopselke*  
 Title: Acquisitions Supervisor  
 Date: 9/30/10

**3. LEAD STATE**

**COMMISSIONER OF ADMINISTRATION**  
 Or delegated representative.

By: *Brenda Willard*  
 Date: 9/30/10





**WSCA/NASPO Contract Administration**

112 Administration Building

50 Sherburne Avenue

St. Paul, MN 55155

Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529

<http://www.mmd.admin.state.mn.us>

**WSCA/NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27168  
AMENDMENT NUMBER 3**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Lenovo (United States) Inc.

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27168, effective September 1, 2009, through August 31, 2012, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

1. Contract is extended through August 31, 2014.
2. The configuration limit of servers and storage may be increased up to \$500,000 if this limit is approved by the State in their Participating Addendum.
3. The Premium Saving Package "Intent to Participate" document may be eliminated IF participation in the Premium Savings Package is approved by the State in their Participating Addendum.

This Amendment is effective beginning on September 1, 2012, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until August 31, 2014, or until the Contract is canceled, whichever occurs first.

Except as herein amended, all other provisions of the original Contract between the parties hereto, including Amendments Number 1 and 2, are expressly reaffirmed and remain in full force and effect.



**WSCA/NASPO Contract Administration**

112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529  
<http://www.mmd.admin.state.mn.us>

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. CONTRACTOR**

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title: Melissa Maloney, Regional Sales Director

Date: 8/22/12

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

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

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

**2. LEAD STATE**

**MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. §16C.03, Subd. 3.

By:

Title: Acquisition Management Specialist

Date: 8/27/12

**3. LEAD STATE**

**COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By:

Date: 8/27/2012

CONSENT ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Rachel Grantham, Financial Analyst, Business Services  
**SUBJECT:** **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND DECISIONINSITE, LLC FOR INTEGRATED WEB-BASED DEMOGRAPHIC AND GRAPHIC INFORMATION SYSTEM (GIS) SERVICES EFFECTIVE FOR THE 2013-2015 SCHOOL YEARS**

Background: Fullerton School District has been utilizing DecisionInsite for the past six years. The DecisionInsite system allows District staff to quickly assess the impact of potential boundary adjustments on various subgroups of the student population so the most informed and educationally appropriate decisions can be made. Enrollment projections can be quickly calculated based on existing or modified school attendance boundaries, and the projections take into account local and federal census data to provide the most accurate results. The web-based geographic information system allows for multiple concurrent users and provides access to the tools for examining the unlimited numbers of scenarios in studying attendance areas.

The DecisionInsite system also provides community members an easy-to-use tool for verifying their school according to street address.

Rationale: The District requires boundary studies and attendance projections. DecisionInsite provides this service with informative detail. The boundary tool to determine home school is a valuable resource for families. By signing a three-year contract instead of an annual contract, the District will save approximately \$2,000.00 per year.

Funding: The cost is \$15,080.00 per year for three years not to exceed \$45,240.00 and will be paid from the Developer Fees (#25) fund.

Recommendation: Approve contract between Fullerton School District and DecisionInsite, LLC for integrated web-based demographic and Graphic Information System (GIS) services effective for the 2013-2015 school years.

SH:RG:gs  
Attachment



## **Services Agreement**

**Fullerton School District**

**SERVICES AGREEMENT  
BETWEEN**

**Fullerton School District**

1401 W Valencia Dr.  
Fullerton, CA 92833  
714-447-7400

AND

**DecisionInsite, LLC**

101 Pacifica, Suite 380  
Suite 800  
Irvine, CA 92618  
877.204.1392

This Agreement is made by and between Fullerton School District(hereinafter DISTRICT) and DecisionInsite, LLC (hereinafter DecisionInsite) with reference to the following:

WHEREAS, DISTRICT requires professional services in community demographic analysis and enrollment projections using data spatialization technology for use in budget planning, facilities planning, program planning, staff planning, strategic planning and school configuration planning, and

WHEREAS, DecisionInsite has the expertise necessary to properly perform such services, and

WHEREAS, the parties desire to enter into a contract for the provision of such services;

IN CONSIDERATION of the foregoing, it is agreed between the parties hereto, as follows:

**SECTION 1 – FEES AND SERVICES OF DecisionInsite**

1.1 DecisionInsite shall perform the services and provide the information products as specified in this agreement and outlined in Schedule A, which is attached to and made a material part of this agreement. Deliverables to DISTRICT include but are not limited to the provision of 1) certain services and 2) certain access rights to review and manipulate information via DecisionInsite’s secure web site. Specific deliverables are listed on Schedule A.

1.2 DecisionInsite's school district demographic and enrollment projection product is called IDEAS: Integrated Demographics and Enrollment Analysis for Schools. There are two IDEAS product options: 1) A single year, non-subscription and 2) a multi-year subscription with an annual subscription fee.

1.3 The DECISIONINSITE fee schedule is based upon the 1) DISTRICT'S total ADA, 2) the program option outlined in the Proposal for Services and 3) DISTRICT'S intent to have DECISIONINSITE complete development impact research. The following table summarizes the assumptions and terms of this Agreement.

**Service Agreement Assumptions**

Enrollment Report Years	2011
Enrollment Used in Agreement	13,656
First Projection Year of Agreement	2013
Final Projection Year of Agreement	2015
<b>Agreement Term</b>	3 year
<b>Product Type</b>	IDEAS--Premier
<b>Residential Development Impact Research</b>	Not Requested

<b>Fee Calculations:</b>	<b>Base Annual Fee</b>	<b>Over Life of Contract</b>
Base Annual Fee	\$15,080.00	\$45,240.00
Residential Development Reseach not Requested	0	\$0.00
0	\$0.00	\$0.00
Total Annual Not to Exceed	<u>\$15,080.00</u>	<u>\$45,240.00</u>

**Other Services (Billed as needed and only where applicable)**

1.4 DecisionInsite begins residential development research each year in late spring and completes all research by September so that the data is available for the fall projection season. Residential Development Impact Research (if included) is billed at the rate outlined on Schedule B. DECISIONINSITE only initiates this research when requested by the DISTRICT and each year will seek authorization before commencing. DECISIONINSITE makes every effort to contain impact analysis within the "not-to-exceed" allocation. If DECISIONINSITE believes it can not complete the task within the allocation, it will consult with the DISTRICT. Under no circumstances will DECISIONINSITE exceed that allocation without prior authorization from the DISTRICT.

1.5 Custom GIS Technical Services can be provided at client request and according to the following terms. These are one time projects which, once done, persist as long as the DISTRICT is a client. Except where stipulated below, all custom GIS work is billed at the hourly rate for Technical GIS services outlined in the proposal and on Schedule B.

**1. Attendance Area Changes:** As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. If the DISTRICT should require additional changes outside the normal cycle of client updating, it would be considered custom GIS work and the district would be invoiced separately. See detail on **Schedule B**.

**2. Custom Map Layers:** DISTRICT may request special map layers be digitized and available. These are also custom GIS projects and are invoiced separately. See detail on **Schedule B**.

**3. Custom Point Plotting:** DISTRICT may request that special features be geocoded so that they can be point-plotted for mapping and analysis. Such projects are invoiced separately. See detail on **Schedule B**.

**4. Additional Student Attribute Plotting, Reporting and Analysis:** DISTRICT may request that additional attributes can be appended to student data files. This is a custom project. Such projects are invoiced separately. See detail on **Schedule B**.

## **SECTION 2 – PERIOD OF PERFORMANCE**

2.1 This is a 3 year agreement, commencing on date of board approval as notated on the signature page of this agreement and upon being signed by both parties and shall terminate unless renewed by both parties 36 months from the date the Agreement commences upon completion of all service obligations.

## **SECTION 3 – OBLIGATIONS OF DISTRICT**

3.1 DISTRICT agrees that its employees will cooperate with DecisionInsite in the performance of services under this Agreement and will make every reasonable attempt to be available for consultation with DecisionInsite.

3.2 DISTRICT shall provide to DecisionInsite, at no cost to DecisionInsite, for use in providing the services outlined in this Agreement, any data which DISTRICT may have available which are required or requested for providing the services of this Agreement. DecisionInsite will deliver to the DISTRICT a “Starter Packet” which outlines data requirements that DISTRICT must deliver to DecisionInsite.

3.3 DISTRICT shall make every reasonable effort to aid DecisionInsite in obtaining data from other public offices or agencies, local business firms, and private citizens whenever such data is necessary for the compilation of the work outlined in this Agreement. (For example, contacts with appropriate housing developers.) Fees for obtaining such data will be reimbursable to DecisionInsite and will be paid by the DISTRICT.

3.4 DISTRICT agrees to appoint a single staff person to fulfill the role of Administrative User (admin user). This person will be responsible to administer access rights to DecisionInsite secure server where the DISTRICT'S data will be available. Included in this responsibility is setting up those persons within the DISTRICT that will be granted access rights.

3.5 This AGREEMENT as outlined on Schedule A includes web based access to the DecisionInsite secure web site. DISTRICT agrees to abide by the policies for access as outlined in Schedule D.

## **SECTION 4 – LIMITATIONS**

4.1 DecisionInsite understands that time is of the essence in completing the work outlined in this AGREEMENT. However, the DISTRICT understands that DecisionInsite may be dependent upon the timely delivery of data from third parties and that all tasks may not be completed in the allotted time as may be specified in this AGREEMENT or in the spirit of timely delivery. None-the-less, DecisionInsite will make all reasonable efforts to complete all tasks in a timely fashion.

4.2 DISTRICT understands the work performed by DecisionInsite is based upon the best information available to DecisionInsite at the time of rendering services. DISTRICT also understands that DecisionInsite takes great care in identifying and obtaining the most widely recognized and respected data sources for use in serving the DISTRICT but can none-the-less make no warranties for the ultimate accuracy of these information products and the DISTRICT hereby agrees.

## **SECTION 5 – GENERAL PROVISIONS**

5.1 DISTRICT understands that the mapping databases, aerial images and census demographic databases that are updated and projected are licensed by DECISIONINSITE from third party vendors and remain the sole intellectual property of these vendors.

5.2 DISTRICT understands that this AGREEMENT extends access rights to the DISTRICT for use only by the DISTRICT and/or anyone assisting the DISTRICT in its normal activities. DISTRICT may not sell, lease or assign the demographic databases, aerial images or the mapping data to any third party except as such would employ the data in the service of the DISTRICT. (For example, an outside planning consultant may use and review the data in fulfilling a planning consultation on behalf of the DISTRICT. But the same consultant may not use, quote, or otherwise refer to the data for any other purpose.)



5.3 DISTRICT agrees to make appropriate attributions to the data source(s) in any written, graphically displayed or orally delivered presentations that include any piece of data, the presentation of the data or the methodologies by which the data is generated that are provided by DecisionInsite.

## SECTION 6 – TERMINATION

6.1 It is understood and agreed that the DISTRICT may terminate this AGREEMENT for the DISTRICT’S convenience and without cause at any time by giving DecisionInsite thirty (30) days written notice of such termination. Promptly upon receipt of written notice from the DISTRICT that this AGREEMENT is terminated, DecisionInsite will submit an invoice to the DISTRICT for any outstanding fees including any early termination adjustment per the schedule described in 6.2 and any reimbursable expenses, if actually incurred and in accordance with the approved AGREEMENT, and not reimbursed prior to the date of termination. Upon approval and payment of this invoice by the DISTRICT, the DISTRICT shall be under no further obligation to DecisionInsite monetarily or otherwise.

6.2 Early Termination Adjustment: Multi-year agreements are based upon discounts to the single year fee for system and services. Should the district opt for one of the multi-year agreements and then choose to terminate the AGREEMENT per 6.1 above an adjustment will be applied to the final year of service based upon the number of years of the contract that have been completed. The adjustment schedule is provided below.

### 3 Year Cancellation Schedule

Years Complete	Adjustment Fee	Total Due Yr of Cancellation
1	2,551	17,631
2	1,275	16,355
3	0	15,080

## SECTION 7 – COMPENSATION

7.1 DECISIONINSITE services and website access rights are based upon the mix of products and services chosen by the DISTRICT. (See Schedule A.)

7.2 Compensation to DecisionInsite is determined by the service and product features selected by the DISTRICT and is reflected on Schedule A. For each fiscal year DecisionInsite will issue invoices in two stages in accordance with the following:

1. 50% Execution of this agreement or the initiation of the DISTRICT’S annual enrollment projection project in September of each year.

## 2. 50% Delivery of Enrollment Projections

7.3 Annual fees and payment schedule is as follows. Client will receive an invoice 30 days prior to the due date to insure proper and timely payment.

Schedule and Conditions of Payment	Annual Subscription	First Annual Payment	Second Annual Payment
Year 1	\$15,080	\$7,540	\$7,540
Year 2	\$15,080	\$7,540	\$7,540
Year 3	\$15,080	\$7,540	\$7,540
	\$0	\$0	\$0
	\$0	\$0	\$0

7.4 Residential development research, if requested by the district is invoiced separately from the annual subscription service. Residential development research is invoiced only for time and materials per the fee schedule set forth in Schedule B. Invoicing is not done until the research project is complete and this will typically occur in September or October of each year. As stated earlier, DecisionInsite will not invoice beyond the “not to exceed” stated in the Service Agreement Assumptions of Section 1.3. If a research project looks to be larger than either the District or DecisionInsite anticipated, DecisionInsite will contact the district. It will not proceed further without prior authorization from the district.

7.5 The specific elements available to the DISTRICT are outlined on Schedule A of this AGREEMENT and reflect those features proposed to the DISTRICT in the Proposal for Services. The DISTRICT understands that if additional requests for analysis, GIS services or consultation are made beyond that outlined in this Schedule that additional fees shall be charged based upon the rates outlined on Schedule B. Such additional requests would call for a contract addendum from DecisionInsite stipulating the specific additions and related fees and to which the DISTRICT would have the right to accept by signing or reject.

## **SECTION 8 – INDEMNIFICATION**

8.1 DecisionInsite shall indemnify and hold DISTRICT, its Board members, agents and employees harmless, and will defend DISTRICT, its Board members, agents and employees from any and all liability arising from or related to the performance of this Agreement, including third part legal actions caused by the acts of DecisionInsite.

## **SECTION 9 – OWNERSHIP AND ACCESS TO THE WORK PRODUCT**

9.1 DISTRICT understands the delivered products—whether as printed reports and/or digital PDF files or the online web accessible expression—are the result of extensive data

integration and computer modeling. The DISTRICT supplies DECISIONINSITE with student and school based data. DECISIONINSITE provides licensed demographic and geographic mapping data. These are all processed through the proprietary DI System that includes computer models and GIS analytical mapping interface. They are transformed into the deliverable products for use by the DISTRICT. This results in a significant integration of disparate data sources some of which is only licensed to DECISIONINSITE for use with its clients.

9.2 The DISTRICT maintains ownership of all data supplied to DecisionInsite as part of the project. The DISTRICT also maintains full access rights to all paper or PDF expressions of reports, maps and other prepared materials in perpetuity as long as abiding by the limitations outlined in 5.1 and 5.2 above.

9.3 The DISTRICT shall have access rights to the web based expression of said reports, maps and other analytical and presentation materials through the DI System as long as the contract with DecisionInsite is in effect. Upon contract termination, access to the DI System will no longer be available. Subsequent access to the DI System may be provided by a successor contract if the DISTRICT deems it desirable.

## **SECTION 10 – CONFIDENTIALITY**

10.1 DecisionInsite shall not, during or at any time following termination of this Agreement with DISTRICT, disclose or divulge the work product of this Agreement to third parties except when directed to do so by the DISTRICT in response to a valid request pursuant to the California Public Records Act or court order.

10.2 DISTRICT does agree to allow DecisionInsite to use some elements of the final product for the purposes of demonstration. At no time shall the DecisionInsite divulge any data about particular students or families to which it has access during the production either of the product or subsequent to the final creation of the deliverable product. DecisionInsite fully understands its obligation to protect the privacy of student level data and any confidential DISTRICT data or its board and staff in its possession at all times.

10.3 DecisionInsite shall take every reasonable precaution to protect all student or school data supplied on its computers and information systems.

## **SECTION 11 – ASSIGNMENT PROHIBITED**

11.1 No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

## SECTION 12 – AUDIT

12.1 Pursuant to, and in accordance with, the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records and files of DecisionInsite, or any subcontractor connected with the performance of this Agreement involved in the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. DecisionInsite shall preserve and cause to be preserved such books, records, and files for the audit period.

## SECTION 13 – ENTIRE AGREEMENT

13.1 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either oral or written. This AGREEMENT may only be modified in writing and signed by both parties.

13.2 The parties hereto have caused this AGREEMENT to be duly executed by their duly authorized representatives.

**Fullerton School District**

**DecisionInsite, LLC**



\_\_\_\_\_  
Mr. Bob Pletka  
Superintendent  
Date: \_\_\_\_\_

Michael B. Regele  
President, DECISIONINSITE, LLC  
Aug. 14, 2013  
**Tax ID # 74-3123949**

# SCHEDULE A: SCOPE OF SERVICES AND PRODUCTS COVERED

## IDEAS--Premier

DecisionInsite's flagship service for school districts is called IDEAS: Integrated Demographics and Enrollment Analysis for Schools. IDEAS—Premier integrates the professional development of student enrollment projections with the DI System. The DI System is a web-based analysis tool that incorporates student history data and future projections with an easy to use Geographic Information System (GIS) interface. Analysis is done via a map interface (similar to Google). A summary of key features follows. Optional features are also listed below.

## Enrollment Projections

### **Two-10 Year District-wide projections per year**

*A Conservative version suitable for budgeting and staff deployment*

*A Moderate version suitable for facilities planning*

### **Two-10 year school by grade projections per year (Consv and Mod)**

#### **Unlimited Access to a multitude of reports including...**

*District and School by grade projections with capacity analysis*

*Out of District Students Reports*

*Full projection excluding residential development*

*Intra-district Open Enrollment Draws*

*Transfers to Continuation School*

*Open Enrollment History Reports*

*Residential Development reports (if any)*

*Live Birth reports (comparison to Kindergarten enrollment)*

*History of State Enrollment Data Incorporated*

*And many more...*

## DI System Access

### **Student Plotting**

*Plotting by Multiple Attributes (eg. Ethnicity, SDC, New to district)*

*Multi School Plotting*

*Custom Student Mailing List Generation*

*Open Enrollment Analysis*

### **Demographic Analysis Tools and Information**

*QuickInsite and FullInsite (Demographic Reports)*

*Full Community Demographic Data (Current year and 5 year projections)*

*Copy/Paste (System to Word, Excel or PowerPoint)*

*Measurement Tools (Line and area)*

*Attendance Boundary Change Impact Analysis Tools*  
*On the fly custom projection scenario development*

## **Mapping**

*District and Attendance Boundary Maps*

*Demographic Theme Maps*

*Custom Map Layers (May be additional fee to add)*

Custom Plot (People and facilities other than students)

Opportunity Scan

School Locator: Web-based look-up for assigned neighborhood school

## **Other Features Included**

Annual executive report of findings

One executive or board presentation of findings

Complementary system training

Unlimited technical phone support

## **Optional Features**

Residential Development Research

Custom Student Generation Rate Studies

Attendance Boundary Change Consulting

Custom GIS Work (additional map layers, custom plotting, etc.)

Close or Open School Consulting

## **Data Updates**

Community Demographic Information updated twice a year

Student data updated once per year

Boundary changes once per year when needed

## **SCHEDULE B: ADDITIONAL SERVICES AND RATES**

Some districts require additional services, such as

- development impact analysis,
- custom GIS technical work or
- facilities planning consulting and support

These items are in addition to the basic contract and are billed according to the type of work and the fee schedules outlined below.

### ***Consulting***

In addition to providing the standard Enrollment Projections and Web-base GIS service, DecisionInsite also offers additional consulting services. Consulting can include:

- Residential Development Research,
- Attendance Boundary Change Consulting
- Student Generation Rate Studies
- Open/close School

**1. Residential Housing Development Research:** For districts impacted by housing development, we offer additional research services. Many districts have internal staff that collect and monitor this information. But for those that do not, we offer this as an enhancement to the core service. Having an accurate picture of housing development is critical to good enrollment projections.

**2. Attendance Boundary Change Consulting:** While generating multiple attendance boundary reconfigurations is easy with the DI System, some districts prefer to contract for outside consulting services to assist in the generation of multiple scenarios and/or participate in or lead community reconfiguration committee processes. DecisionInsite's professional and experienced team is well qualified to provide these additional services. Fees are assessed on an hourly basis and not-to-exceed amount is set in consultation with the client.

**3. Student Generation Rate Studies:** Student generation rates will determine how many students are expected out of new housing. Some districts have these already (by housing product type and grade level). For those that do not, we can either use our standard default rates or as an enhancement, DecisionInsite can generate custom student generation rates based upon product type that is anticipated and the current generation of students by similar product type.

**4. Open/Close Schools:** Some districts must open and/or close schools. DecisionInsite is uniquely qualified to assist a district in this process. Our method of projecting to local schools based upon actual historical draw patterns allows us to easily set up future schools and draw students to them at the appropriate year or if closing a school, cut off draws to a school beginning the first year it would be closed. This requires an additional level of engagement to properly set the system. A fee per school is assessed.

Consulting is billed according to DecisionInsite consulting rates as outlined below. In all cases, DecisionInsite provides the district with “a not to exceed” amount. Some contracts have development impact written in from the beginning. For others, these services may be appended to the original contract. But all billing is based upon the rates in the following table.

Consultant Billable Rates	Per Hour
Senior Consultant	\$250
Consultant	\$175
GIS Technical Services	\$85
Research Associates	\$75

### ***Custom GIS Services***

DecisionInsite can easily add and integrate several custom data and analysis tools to a district’s base system. These include:

- Existing Map Layers Changes
- Custom Map Layers
- Additional Student Attributes
- Custom Plotting of People (other than students) or Places (other than schools).

**1. Existing Map Layer Changes:** As part of a standard agreement, a district can modify attendance areas once each year and this service is included in the base fee. Generally this is sufficient since changes mid year seldom occur and policy changes on attendance areas seldom happen more often. If such should be required outside the normal cycle of client updating, it would be considered custom GIS work and the district would be billed according to the hourly rate for GIS Technical Services.



**2. Custom Map Layers:** DISTRICT'S may request the creation of additional Map layers for analysis, print or PowerPoint presentations. Possibilities include:

- Special Assessment Districts
- School or municipal planning areas
- Natural or manmade hazard features such as flood zones, pipelines, or other features which re
- Board Trustee Areas
- Developer tracts
- District study areas
- Other custom features

DecisionInsite can add these custom map layers to any existing district study. These layers can be activated or deactivated just like school attendance boundaries. Additionally, most custom layers can be queried for enrollment, ethnicity and census updates and projections.

Custom map layers are billed at the GIS Technical Services hourly rate. Upon request, DecisionInsite will provide the district with a project scope proposal based upon the assessed complexity of the project.

**3. Add Student Attributes for Plotting, Reporting and Analysis:** DISTRICTS can add attributes to student data files already provided to DecisionInsite for building the projections. Once added, they can be plotted and analyzed by attribute, or reports can be generated by geographic areas. Some examples:

- Special Education by service type.
- Language spoken in the home
- Proficient or below proficient test scores
- GATE
- English language learners

Student Attributes are priced by the project and depend upon whether the project will **append** attributes to existing student data or **activate** attributes submitted with the student data—either at initial set up or at the annual CBEDS data submission to DecisionInsite. (Append requires DecisionInsite to attach additional attributes to existing data files. Activate means the data is already in the student data file and simply needs to be set up and activated for analysis.)

There is a flat fee regardless of how many attributes are requested plus an incremental fee per attribute. The fee is predicated on the assumption that the data is clean. After initial set up, there is an annual fee to keep the data up when it is submitted with the annual CBEDS data or subsequent to the annual CBEDS submission.

	Initial	Annual
<b>Append</b> new attributes to existing student data	\$1,000	\$500
Incremental per attribute	\$100	\$50
<b>Activate</b> attributes that have been included in student data file	\$500	\$500
Incremental per attribute	\$50	\$50

Student data must include:

- Year of Student Data
- Unique Student ID--used in all student records
- Attribute fields with codes
- Grade Level
- Translation table for interpreting the attribute codes

**4. Custom Point Plotting of People or Places:** In addition to plotting a district’s regular student population or school locations, other populations or places may also be added to the system. Examples include:

- Adult Education Students
- Adult Education Program Centers
- Staff
- Auxiliary or surplus facilities
- Pre-school and daycare centers, both public and private

Custom Plots are priced by the project and “Plot Item.” (A “project” is an individual request for GIS services. It can include multiple items. A plot item is a unique database to be plotted such as Adult Ed students or Special Ed program locations).

Pricing includes both a project initiation fee and a per plot item fee.

Custom Plots: Per Project and Item	Fee
Initiate a project	\$1,000
Per Plot Item	\$100

## Other Services and Fees

**Additional Projection Scenarios:** DISTRICTS may request additional projection scenarios beyond the standard two (2) per year. DecisionInsite can generate additional projections according to the following fee schedule.

Per additional enrollment projection scenario	Ranges	
	Min	Max
Web posting only, no report	\$500	\$1,000
Web posting plus report	\$1,500	\$2,000

On rare occasions, districts discover that they have provided the wrong student data files after DecisionInsite has cleaned up and uploaded the files requiring the process to be done again. When that occurs, there is a re-import fee.

Re-import Fee				
Student Data Re-import				\$120
School Data Re-import				\$50

## **SCHEDULE C: WEB ACCESS POLICIES**

Access to DecisionInsite's secure web server is at the center of the services provided to DISTRICT. Therefore, the following policies should be followed.

Only authorized persons employed by or representing the school district may be granted access. Granting access to any other party is a violation of this AGREEMENT.

No person granted access rights may access and use any part of the site except in the conduct of school district business. Use of any information on other than for district business is a violation of this AGREEMENT.

The Client Access area on the DecisionInsite web site is password protected. Access will be granted according to those granted access by the District administrative user. These can be set up via the District Admin user interface.

There is no limit on the number of users granted to a district. However, only the district may authorize users and DecisionInsite will only add users upon the formal request of the authorized agent of the district. Unless otherwise stipulated, the authorized agent is the person signing the Agreement.

### **MySchoolLOCATOR**

MySchoolLOCATOR will be accessible from the DecisionInsite web site. A link can be set up on the DISTRICT'S own web site as soon as the DISTRICT'S web studies are available. SchoolLOCATOR will remain active as long as the District remains an active client.

CONSENT ITEM

**DATE:** July 30, 2013

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

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

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

**SUBJECT:** **APPROVE PBS SOCAL EDUCATION / KOCE-TV FOUNDATION MEMBERSHIP FOR THE 2013/2014 SCHOOL YEAR**

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

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

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

Funding: The total dollar amount of the 2013/2014 PBS SoCal Education Membership is \$16,044.00. Approximately 50% of the cost is covered by Technology and Media Services (#409) fund. The remainder of the balance is funded by the Fullerton Technology Foundation.

Recommendation: Approve PBS SoCaL Education / KOCE-TV Foundation Membership for the 2013/2014 school year.

JM:RC:sg  
Attachment



Fullerton School District  
9/1/2013-8/31/2014

Discovery Education Streaming Basic: \$1.20 per student  
Mininum: \$425 per school

School	Enrollment	2013/2014 Subtotal	2013-2014 Total with Min. and Max.
Acacia	673	\$807.60	\$807.60
Beechwood	868	\$1,041.60	\$1,041.60
Commonwealth	406	\$487.20	\$487.20
Fern Drive	538	\$645.60	\$645.60
Fisler	932	\$1,118.40	\$1,118.40
Golden Hill	701	\$841.20	\$841.20
Hermosa	462	\$554.40	\$554.40
Ladera Vista	862	\$1,034.40	\$1,034.40
Laguna Road	652	\$782.40	\$782.40
Maple	410	\$492.00	\$492.00
Nicolas	788	\$945.60	\$945.60
Orangethorpe	650	\$780.00	\$780.00
Pacific Drive	602	\$722.40	\$722.40
Parks Jr. High	1005	\$1,206.00	\$1,206.00
Raymond	452	\$542.40	\$542.40
Richman	776	\$931.20	\$931.20
Rolling Hills	751	\$901.20	\$901.20
Sunset Lane	737	\$884.40	\$884.40
Valencia Park	655	\$786.00	\$786.00
Woodcrest	450	\$540.00	\$540.00
Student Total	13370		
		<b>Total</b>	<b>\$16,044.00</b>

DISCUSSION/ACTION ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE FIRST AMENDMENT TO THE SUPERINTENDENT'S CONTRACT OF JUNE 23, 2012**

Background: The Board of Trustees took initial action on Dr. Robert Pletka's contract on June 23, 2012 to hire him as Fullerton School District's Superintendent, effective July 1, 2012. Recent advice from legal counsel related to changes in Education Code and pension statutes strongly recommend that the language of the contract be adjusted. Compensation remains unchanged.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund. There is no increase of expenses to the District.

Recommendation: Approve first amendment to the Superintendent's contract of June 23, 2012.

MD:nm  
Attachment

FIRST AMENDMENT  
EMPLOYMENT CONTRACT FOR SUPERINTENDENT  
FULLERTON SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA

Pursuant to Section XII of the EMPLOYMENT CONTRACT FOR SUPERINTENDENT, FULLERTON SCHOOL DISTRICT, ORANGE COUNTY, CALIFORNIA between Dr. Robert Pletka (hereinafter referred to as "Superintendent") and the Board of Trustees of the Fullerton School District of Orange County, California (hereinafter referred to as "Board" and "District") dated June 23, 2012 (hereinafter referred to as "Contract"), the Contract is hereby amended to state in relevant part as follows:

1. SECTION II SALARY is amended to state:

The base salary of the Superintendent shall be \$216,800.00 per year, effective July 1, 2012, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certified Management Personnel.

In addition to the above, the Board reserves the right to increase the annual salary of Superintendent at any time during the term of the Contract. Any further increases in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by doing so it shall not be considered that a new contract has been



entered into, nor that the termination date of the existing Contract has been extended.

#### Merit Pay

The Superintendent may also qualify for merit pay in the amount of 1%-5% of base pay based on outstanding service as determined by the Board. This stipend will be determined annually by the Board and effective as determined by the Board.

2. SECTION XI OTHER BENEFITS is amended to state:

#### Health & Welfare

The Superintendent shall accrue sick leave at the rate of twelve (12) days per Contract year as provided by the Education Code. Earned sick leave shall be cumulative. The Superintendent shall be afforded such health, welfare, and fringe benefits of employment as are granted to the certificated management employees of the District, except as otherwise set forth in this contract.

#### Access to Technology

To ensure the Superintendent's prompt availability to the Board, he shall be reimbursed for use of a cellular telephone with 4G connectivity, which may be used for both business and personal use. The Superintendent shall be provided internet access

(and 4G connectivity), including a computer, which may be used for both business and personal use. The District shall pay any monthly mobile access fees and charges for the use of such computer. The Board acknowledges that the Superintendent is on-call for District needs 24 hours a day, thus, incidental personal use of District technology is hereby granted by the Board.

### Housing Allowance

The Superintendent shall be reimbursed up to \$1,200.00 per month for housing-related expenses incurred within the Fullerton School District attendance boundaries. Housing expenses include, but are not necessarily limited to, rental of residence, rental of furniture, payment of utilities, and payment of renter's insurance. Superintendent shall not have the discretion to spend his housing allowance for any purpose other than to pay for housing-related expenses. Superintendent shall be required to submit appropriate documentation to the District confirming payment for housing-related expenses as a condition of receiving reimbursement for housing-related expenses. It is the Board's expectation that the housing within the Fullerton School District will be used on average a minimum of 10 days per month when school is in session. The Board reserves the right to consider rescinding the housing allowance if the housing in the Fullerton School District is not utilized as expected.

### Doctoral Stipend

The Superintendent shall receive a stipend equivalent to 2% of his base pay with proof of an earned Doctorate from an accredited institution of higher learning.

3. Section XIV is added to Contract and states:

XIV. PROVISIONS OF GOVERNMENT CODE SECTIONS  
53243-53243.4.

In the event that the District provides paid leave to the Superintendent pending an investigation of a crime involving abuse of his office or position covered by Government Code Section 53243.4 and should that investigation lead to a conviction, the Superintendent shall fully reimburse the District for any salary provided for that purpose.

In the event that the District provides funds for the legal criminal defense of the Superintendent pending an investigation of a crime involving abuse of his office or position covered by Government Code Section 53243.4, and should that investigation lead to a conviction, the Superintendent shall fully reimburse the District for any funds provided for that purpose.

In the event that the District provides a cash settlement related to the termination of the Superintendent as defined in the terms of this Agreement in Section XII, and the Superintendent subsequently is convicted of a crime involving abuse of this office or position covered by Government Code Section 53243.4, the Superintendent shall fully reimburse the District for any funds provided for that purpose.

4. Remaining Terms Of Contract Remain In Full Force And Effect.

Except as herein stated, all other terms and conditions of Contract remain in full force and effect until changed or terminated pursuant to the provisions of Section XII of Contract.

FULLERTON SCHOOL DISTRICT AND  
ITS BOARD OF TRUSTEES

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Trustees

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk, Board of Trustees

ROBERT PLETKA, Ed.D.

Dated: \_\_\_\_\_

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

Date of ratification in open session which shall be reflected in the Board of Trustees minutes pursuant to Government Code Section 53262.

Date of Ratification:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Trustees

ACTION ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Marilee Cosgrove, Program Director, Child Development Services

**SUBJECT:** **ADOPT RESOLUTION #13/14-01 AND APPROVE/RATIFY 2013/2014 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The funds are to be used for staffing, materials, and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services.

Rationale: The State Preschool Program provides an enriched preschool practice emphasizing experiences that support skills and concepts for school readiness. Health services and parent education covering a variety of topics are also provided. The programs are designed for children of low to medium socio-economic families. Resolution # 13/14-01 delegates contract authority for the period July 1, 2013 through June 30, 2014 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a maximum total reimbursable amount of \$1,048,883.00 to be allotted to the State Preschool Program and the Prekindergarten Family Literacy Program. Funding is applied to Child Development budgets #206, #207, #310 and #315.

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

MD:MC:ln  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION NUMBER 13/14-01**

**CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

(PURSUANT TO EDUCATION CODE 39656)

**WHEREAS**, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

**WHEREAS**, this Board desires that Child Care and Development Services be provided without interruption; and

**WHEREAS**, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2013 through June 30, 2014 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

**PASSED AND ADOPTED** by the Board of Trustees of the Fullerton School District this 30th day of July, 2013 by the following vote:

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

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

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

ABSTAINED: \_\_\_\_\_

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Beverly Berryman, President  
Board of Trustees

Attest: \_\_\_\_\_  
Chris Thompson, Clerk  
Board of Trustees



DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3319

PROGRAM TYPE: CALIFORNIA STATE  
 PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-3

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,048,883.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 30,509.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pletka, Ed.D., Superintendent			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,048,883	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,048,883	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			



CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3319

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 46,136	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6650	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 46,136	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,407	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6650	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,407	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 908,588	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 908,588	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 68,752	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 68,752	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

Attachment A  
California Department of Education,  
Child Development Division  
Agency Site List  
Fiscal Year 2013-2014

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**Fullerton Elementary School District**

**Orange County**

**6650**

Commonwealth Elementary School	2800 E Commonwealth Avenue	Fullerton 92833
Maple Elementary School	244 E Valencia Drive	Fullerton 92832
Orangethorpe Elem School	1400 S. BROOKHURST STREET, #26	Fullerton 92833
Pacific Drive Elem. School	1501 W. VALENCIA DRIVE, #33	Fullerton 92833
Richman School	700 S Richman	Fullerton 92832
Valencia Park Elem. School	3441 W Valencia Drive	Fullerton 92833
Woodcrest Elementary School	455 W. BAKER AVENUE, ROOM #P4	Fullerton 92832

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

ACTION ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Marilee Cosgrove, Program Director, Child Development Services

**SUBJECT:** **ADOPT RESOLUTION #13/14-02 AND APPROVE/RATIFY 2013/2014 CHILD DEVELOPMENT PREKINDERGARTEN FAMILY LITERACY PROGRAM INSTRUCTIONAL MATERIALS AND SUPPLIES CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools.

Rationale: The California Child Care and Development Division offers districts operating a State Preschool Program an Instructional Materials Contract. These funds are to be used for the purchase of interactive family and child literacy instructional materials and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services. Resolution # 13/14-02 delegates contract authority for the period July 1, 2013 through June 30, 2014 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a total of \$15,000.00 to be applied to Child Development budget #311.

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

MD:MC:ln  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION NUMBER 13/14-02**

**CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

(PURSUANT TO EDUCATION CODE 39656)

**WHEREAS**, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

**WHEREAS**, this Board desires that Child Care and Development Services be provided without interruption; and

**WHEREAS**, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2013 through June 30, 2014 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

**PASSED AND ADOPTED** by the Board of Trustees of the Fullerton School District this 30th day of July, 2013 by the following vote:

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

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

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

ABSTAINED: \_\_\_\_\_

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Beverly Berryman, President  
Board of Trustees

Attest: \_\_\_\_\_  
Chris Thompson, Clerk  
Board of Trustees





CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CPKS-3055

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-6650-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the attached PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM, Exhibit B, (also available online at http://www.cde.ca.gov/fg/aa/cdl) which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2013 through June 30, 2014. The total amount payable pursuant to this agreement shall not exceed \$15,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2013 through June 30, 2014 shall be included in their fiscal year 2013-14 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pletka, Ed.D, Superintendent			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6650		Department of General Services use only		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 15,000	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

**EXHIBIT A**GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CA Department of Education  
July 1, 2013

**EXHIBIT B**

**Program Requirements For  
PREKINDERGARTEN AND FAMILY LITERACY  
SUPPORT**

**CPKS**

**July 1, 2013 – June 30, 2014**

**PREKINDERGARTEN AND FAMILY LITERACY SUPPORT  
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Fiscal Year 2013–14**

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**Program Requirements For  
PREKINDERGARTEN AND FAMILY LITERACY PROGRAMS  
Fiscal Year 2013–14**

The Prekindergarten and Family Literacy support contract funds must be used to promote and support the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy program.

These are the program requirements for fiscal year 2013–14. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to the program requirements, any other requirements incorporated into the contract, and to all other applicable laws and regulations. Any variance from this contract, the program requirements, laws or regulations could be considered a noncompliance issue and subject the contractor to termination of the contract.

Any change of these program requirements that are binding on the State and the contractor must be in writing, in advance, from the CDE in the form of a formal contract amendment. Any interpretation of the program requirements must be in writing from the CDE and signed by the director of the CDD.

Contractors may adopt any reasonable policies relating to the program that are not in conflict with law, regulations or the terms of this contract. Those potentially affected shall be duly notified and due process, if applicable, shall be assured.

Contracts are funded with state general funds, or a combination of state general funds and federal funds. The funding amounts are listed on the contract encumbrance page.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to *Code of Federal Regulations (CFR) 45, Parts 98 and 99*, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

I. DEFINITIONS (As applicable to each specific program type)

"Additional funds" means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Additional funds do not include cost of living adjustments, rate increases and one-time-only supplemental funds or Alternative Payment program contingency funds.

"Compliance review" means that a team of the CDE staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions.



"Contract period" means the time span the contract is in effect as specified in the child development contract.

"CPM/CMR" means Categorical Program Monitoring/Contract Monitoring Review and is the monitoring and review instrument for child development programs to determine compliance.

"Depreciation" means a cost in the current fiscal year that is based on acquisition costs, less any estimated residual value, computed on a straight line method (based on the normal, estimated useful life expectancy of the asset).

"Immediate need" means a situation in which both (1) and (2) below apply:

1. An eligible parent has a need for child care and is employed, participating in a California Work Opportunities and Responsibility to Kids (CalWORKs) work activity; is training as described in section 18087 of the California *Code of Regulations, Title 5 (5CCR)*, or is incapacitated, and
2. The contractor determines that no child care is reasonably available from a licensed, TrustLine registered TrustLine-exempt provider that meets the parent's need for care.

"Interactive literacy activities" means activities in which parents or legal guardians actively participate in facilitating the acquisition by their children of pre-reading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development.

"New contract" means either:

1. A contract award to applicants who do not currently contract with the California Department of Education for child care and development services; or
2. A contract award to current contractor that is for a program type as specified in EC Section 8208(j) that is different than the child development contract(s) currently administered by the applicant.

"Parent" means a biological parent, stepparent, adoptive parent, foster parent, caretaker relative, legal guardian, domestic partner of the parent as defined in *Family Code* Section 297, or any other adult living with a child who has responsibility for the care and welfare of the child.

"Private contractor" means an entity other than a public agency that is tax exempt or non-tax exempt and under contract with the CDE for the provision of child care and development services.

"Provisional child care provider" means an individual, exempt from licensure pursuant to *Health and Safety Code (HSC)* sections 1596.792(d) or (f), who provides child care for a child or children of an eligible parent for a period of up to thirty (30) days when there is an immediate need. The provisional child care provider shall have completed a TrustLine application and submitted fingerprints in accordance with *HSC* sections 1596.603 and 1596.605.

"Public contractor" means a school district, community college district, county superintendent of schools, campus of the California State University or the University of California system, county, city or other public entity under contract with the CDE for the provision of child care and development services.

"Use allowance" means an alternate method for claiming the use of the contractor's assets as a cost when depreciation methods are not used.

## II. GENERAL PROVISIONS

### A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
  - a. Board minutes verifying the change in address; and
  - b. A copy of the address change notification to the Internal Revenue Service.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

### B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

### C. Compliance with the California *Code of Regulations (CCR)*, Title 22 (Center-based contracts only)

Contractors with facilities which are exempt by statute or otherwise exempt from licensure shall comply with health and safety regulations for day care centers and family child care homes as specified in *CCR, Title 22, Community Care Licensing Standards* in order to qualify for child care and development program contract funds.

### D. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained

**E. Prohibition Against Loans and Advances**

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received except for:

1. Subcontractors providing direct child care and development services
2. Subcontractors with subcontracts exempt from the provisions of Section IV.A of the center-based funding terms and conditions.

**F. Materials Developed with Contract Funds**

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of state (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

**G. Prohibition Against Religious Instruction or Worship**

The contractor shall not provide nor be reimbursed for child care and development services that include religious instruction or worship if child care and development services are provided by a center-based contractor or a family child care home education network.

**H. Contractor's Termination for Convenience**

**1. General Termination for Convenience**

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

- a. Current inventory of equipment purchased in whole or in part with contract funds;
- b. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract;
- c. Contractors shall also submit the names, addresses, and telephone numbers of all providers of subsidized services funded with subcontracts under the contract.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

## 2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

### I. Compliance Reviews for Child Care and Development Program Contractors

At least once every three (3) years and as resources permit, the CDE shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations or contractual provisions.

The reviews shall be conducted according to the provisions of the CPM/CMR, as defined in the funding terms and conditions. The reviews shall be conducted by consultants, analysts, and/or management staff of the CDE or other State of California representatives.

### J. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section I of the funding terms and conditions, if the contractor has received final notification, as specified in Section VIII.A of the funding terms and conditions, that its contract has been terminated.

A contractor is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification, as specified in the funding terms and conditions, that:

1. Its contract will be placed on conditional status
2. It will not be offered continued funding.

**K. Continued Funding**

Contractors have no vested right to a subsequent contract. Contractors that are not on conditional contract status but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, laws or regulations shall receive an administrative review in accordance with the funding terms and conditions to determine whether they will receive an offer for continued funding.

Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum, as specified in Section IX.C of the funding terms and conditions, may not be offered a subsequent contract and shall be so notified by the CDE at least ninety (90) calendar days prior to the end of the current contract period.

Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDD in accordance with the instructions and timelines specified in the request. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDD of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDD.

**L. Applicability of *Corporations Code***

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

**M. Conflicts of Interest for Child Care and Development Programs**

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length

Based on corporate law (*Corporations Code* sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed.; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

**N. Unlawful Denial of Services (*Government Code* Section 11135 and California *Code of Regulations*; Title 5, Section 4900)**

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

O. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws

P. Uniform Complaint Procedures (5CCR, sections 4600-4687)

The 5CCR, Section 4610 authorizes CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint Procedures, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 "N" Street, Suite #5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc/>.

III. AGENCY RESPONSIBILITIES

These Prekindergarten and Family Literacy school support contract funds must be used for the benefit of children and families enrolled in Prekindergarten and Family Literacy program.

A. The contract funds may be used for:

1. Compensation and support costs for program coordinators whose duties may include the following:
  - a. Developing a system to coordinate the provision of literacy services to families at the local educational agency and community level.
  - b. Creating an organizational partnership between each program provider and an adult education program operated by a local educational agency or other community provider, as needed.
  - c. Promoting parental involvement in participating classrooms.
2. Staff development for teachers in participating classrooms that includes, but is not limited to, all the following:
  - a. Development of a pedagogical knowledge including, but not limited to, improved instructional strategies.
  - b. Knowledge and application of developmentally appropriate assessments of the pre-reading skills of children in participating classrooms.
  - c. Information on working with families, including the use of on site coaching, for guided practice in interactive literacy activities.
3. Family literacy services.

4. Instructional materials, including consumables.

B. The contract funds may not be used to pay for:

1. The direct provision of child care services;
2. Construction of a facility to meet basic licensing requirements;
3. The purchase or improvement of land;
4. Lease or rent payments;
5. The purchase of equipment.

#### IV. REIMBURSEMENT COSTS

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

Nonreimbursable costs will be determined in accordance with the current funding terms and conditions, Section V.G., "Nonreimbursable Costs."

#### V. REPORTING REQUIREMENTS

The contract period is July 1, 2013 through June 30, 2014. A report of expenditures is due quarterly to the California Department of Education, Child Development Fiscal Services. The reporting periods and due dates are as follows:

Due Date	Reporting Period
October 20, 2013	July 1, 2013 through September 30, 2013
January 20, 2014	October 1, 2013 through December 31, 2013
April 20, 2014	January 1, 2014 through March 31, 2014
July 20, 2014	April 1, 2014 through June 30, 2014

The expenditure of the funds must be made in the format provided for this contract which is Form CDFS 9529 available on-line at:

<http://www.cde.ca.gov/fg/aa/cd/documents/cdfs95290613.doc>

Please complete and submit this form directly to your assigned fiscal analyst at the following address:

California Department of Education  
Child Development Fiscal Services  
1430 N Street, Suite 2213  
Sacramento, CA 95814



If you have any questions regarding the appropriateness of activities or proposed uses of program funds, please contact your assigned Child Development Consultant. Contact information for Child Development Consultants can be found at <http://www.cde.ca.gov/sp/cd/ci/assignments.asp>.

DISCUSSION/ACTION ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Rachel Grantham, Financial Analyst, Business Services

**SUBJECT:** **ADOPT RESOLUTION #13/14-03 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE)**

Background: On June 13, 2000, the Fullerton School District formed Community Facilities District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 special tax bonds in the amount of \$1,195,000.00 on November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #13/14-03, which authorizes and provides for the levying of special taxes in CFD No. 2000-1 for fiscal year 2013/2014. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved. The 2013/14 special tax rates reflect a decrease resulting from the refinancing of the CFD bonds.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

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

SH:RG:gs  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION #13/14-03**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON  
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE)  
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL  
TAXES WITHIN SAID DISTRICT**

**WHEREAS**, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

**WHEREAS**, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2013/2014 by the adoption of a Resolution as specified by the Act and Ordinances.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2013/2014 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required, in order to place said special taxes on the secured property tax roll for fiscal year 2013/2014 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 30<sup>th</sup> day of July 2013

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

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

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

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Beverley Berryman, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Chris Thompson, Clerk  
Board of Trustees

State of California            )  
  ) ss  
County of Orange            )

I, Chris Thompson, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 40 held on the 30<sup>th</sup> day of July 2013.

\_\_\_\_\_  
Chris Thompson, Clerk  
Board of Trustees

Fullerton School District  
 Community Facilities District No. 2000-1  
 Special Tax Levy for Fiscal Year 2013/2014

Book	Page	Parcel	Special Tax
284	113	13	\$1,366.16
284	113	14	\$1,366.16
284	113	15	\$1,366.16
284	113	16	\$1,366.16
284	113	17	\$1,366.16
284	113	18	\$1,366.16
284	113	19	\$1,366.16
284	113	20	\$1,366.16
284	113	21	\$1,366.16
284	113	22	\$1,366.16
284	113	23	\$1,366.16
284	113	24	\$1,366.16
284	113	25	\$1,366.16
284	471	1	\$1,366.16
284	471	2	\$1,366.16
284	471	3	\$1,366.16
284	471	4	\$1,366.16
284	471	5	\$1,366.16
284	471	6	\$1,366.16
284	471	7	\$1,366.16
284	471	8	\$1,366.16
284	471	9	\$1,366.16
284	471	10	\$1,366.16
284	471	11	\$1,366.16
284	471	12	\$1,366.16
284	471	13	\$1,366.16
284	471	14	\$1,366.16
284	471	15	\$1,366.16
284	471	16	\$1,366.16
284	471	17	\$1,366.16
284	471	18	\$1,366.16
284	471	19	\$1,366.16
284	471	20	\$1,366.16
284	471	21	\$1,366.16
284	471	22	\$1,366.16
284	471	23	\$1,366.16
284	471	24	\$1,366.16
284	471	25	\$1,366.16
284	471	26	\$1,366.16
284	471	27	\$1,366.16
284	471	28	\$1,366.16
284	471	29	\$1,366.16
284	471	30	\$1,366.16
284	471	31	\$1,366.16

Fullerton School District  
 Community Facilities District No. 2000-1  
 Special Tax Levy for Fiscal Year 2013/2014

Book	Page	Parcel	Special Tax
284	471	32	\$1,366.16
284	471	33	\$1,366.16
284	471	34	\$1,366.16
284	471	35	\$1,366.16
284	471	36	\$1,366.16
284	471	37	\$1,366.16
284	471	38	\$1,366.16
284	471	39	\$1,366.16
284	471	40	\$1,366.16
284	471	41	\$1,366.16
284	481	1	\$1,366.16
284	481	2	\$1,366.16
284	481	3	\$1,366.16
284	481	4	\$1,366.16
284	481	5	\$1,366.16
284	481	6	\$1,366.16
284	481	7	\$1,366.16
284	481	8	\$1,366.16
284	481	9	\$1,366.16
284	481	10	\$1,366.16
284	481	11	\$1,366.16
284	481	12	\$1,366.16
284	481	13	\$1,366.16
284	481	14	\$1,366.16
284	481	15	\$1,366.16
284	481	16	\$1,366.16
284	481	17	\$1,366.16
284	481	18	\$1,366.16
284	481	19	\$1,366.16
284	481	20	\$1,366.16
284	481	21	\$1,366.16
284	481	22	\$1,366.16
284	481	23	\$1,366.16
284	481	24	\$1,366.16
284	481	25	\$1,366.16
284	481	26	\$1,366.16
284	481	27	\$1,366.16
284	481	28	\$1,366.16
284	481	29	\$1,366.16
284	481	30	\$1,366.16
284	481	31	\$1,366.16
284	481	32	\$1,366.16
284	481	33	\$1,366.16
284	481	34	\$1,366.16

Fullerton School District  
 Community Facilities District No. 2000-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
284	481	35	\$1,366.16
284	481	36	\$1,366.16
284	481	37	\$1,366.16

Major Conclusions	
Number of Parcels Taxed	91
Total Special Tax Levy for Fiscal Year 2013/2014	\$124,320.66

DISCUSSION/ACTION ITEM

**DATE:** July 30, 2013

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

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

**PREPARED BY:** Rachel Grantham, Financial Analyst, Business Services

**SUBJECT:** **ADOPT RESOLUTION #13/14-04 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48, AMERIGE HEIGHTS)**

Background: On August 14, 2001, the Fullerton School District formed Community Facilities District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights Project. CFD No. 2001-1 issued 2001 special tax bonds in the amount of \$19,450,000.00 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #13/14-04, which authorizes and provides for the levying of special taxes in CFD No. 2001-1 for fiscal year 2013/2014. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved. The 2013/14 special tax rates reflect a decrease resulting from the refinancing of the CFD bonds

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

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

SH:RG:gs  
Attachment



**FULLERTON SCHOOL DISTRICT  
RESOLUTION #13/14-04**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON  
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS)  
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL  
TAXES WITHIN SAID DISTRICT**

**WHEREAS**, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

**WHEREAS**, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2013/2014 by the adoption of a Resolution as specified by the Act and Ordinances.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2013/2014 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2013/2014 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 30<sup>th</sup> day of July 2013

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

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

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

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Beverley Berryman, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Chris Thompson, Clerk  
Board of Trustees

State of California            )  
  ) ss  
County of Orange            )

I, Chris Thompson, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 48 held on the 30<sup>th</sup> day of July 2013.

\_\_\_\_\_  
Chris Thompson, Clerk  
Board of Trustees

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	321	1	\$1,957.40
280	321	2	\$1,957.40
280	321	3	\$1,957.40
280	321	4	\$1,957.40
280	321	5	\$1,957.40
280	321	6	\$1,957.40
280	321	7	\$1,957.40
280	321	8	\$1,957.40
280	321	9	\$1,957.40
280	321	10	\$1,722.52
280	321	11	\$1,957.40
280	321	12	\$1,957.40
280	321	13	\$1,722.52
280	321	14	\$1,957.40
280	321	15	\$1,957.40
280	321	16	\$1,957.40
280	321	17	\$1,957.40
280	321	18	\$1,722.52
280	321	19	\$1,957.40
280	321	20	\$1,957.40
280	321	21	\$1,957.40
280	321	22	\$1,722.52
280	321	23	\$1,957.40
280	321	24	\$1,957.40
280	321	25	\$1,722.52
280	321	26	\$1,957.40
280	321	27	\$1,957.40
280	321	28	\$1,957.40
280	321	29	\$1,722.52
280	321	30	\$1,957.40
280	321	31	\$1,957.40
280	321	32	\$1,957.40
280	321	33	\$1,957.40
280	321	34	\$1,722.52
280	321	35	\$1,957.40
280	321	36	\$1,957.40
280	321	37	\$1,957.40
280	321	38	\$1,722.52
280	321	39	\$1,957.40
280	321	40	\$1,957.40
280	321	41	\$1,957.40
280	321	42	\$1,957.40
280	321	43	\$1,722.52
280	321	44	\$1,957.40

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	321	45	\$1,957.40
280	321	46	\$1,957.40
280	321	47	\$1,957.40
280	321	48	\$1,957.40
280	321	49	\$1,957.40
280	321	50	\$1,957.40
280	331	1	\$1,957.40
280	331	2	\$1,957.40
280	331	3	\$1,957.40
280	331	4	\$1,957.40
280	331	5	\$1,957.40
280	331	6	\$1,957.40
280	331	7	\$1,722.52
280	331	8	\$1,957.40
280	331	9	\$1,957.40
280	331	10	\$1,957.40
280	331	11	\$1,722.52
280	331	12	\$1,957.40
280	331	13	\$1,957.40
280	331	14	\$1,957.40
280	331	15	\$1,957.40
280	331	16	\$1,957.40
280	331	17	\$1,957.40
280	331	18	\$1,957.40
280	331	19	\$1,957.40
280	331	20	\$1,957.40
280	331	21	\$1,957.40
280	331	22	\$1,957.40
280	331	23	\$1,722.52
280	331	24	\$1,957.40
280	331	25	\$1,957.40
280	331	26	\$1,957.40
280	331	27	\$1,957.40
280	331	28	\$1,957.40
280	331	29	\$1,957.40
280	331	30	\$1,957.40
280	331	31	\$1,957.40
280	331	32	\$1,957.40
280	331	33	\$1,957.40
280	331	34	\$1,957.40
280	331	35	\$1,957.40
280	331	36	\$1,722.52
280	331	37	\$1,957.40
280	331	38	\$1,722.52

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	331	39	\$1,957.40
280	331	40	\$1,957.40
280	331	41	\$1,957.40
280	331	42	\$1,957.40
280	331	43	\$1,722.52
280	331	44	\$1,957.40
280	331	45	\$1,957.40
280	331	46	\$1,957.40
280	331	47	\$1,957.40
280	331	48	\$1,957.40
280	331	49	\$1,957.40
280	331	50	\$1,722.52
280	331	51	\$1,957.40
280	331	52	\$1,957.40
280	331	53	\$1,957.40
280	331	54	\$1,722.52
280	331	55	\$1,957.40
280	331	56	\$1,957.40
280	331	57	\$1,957.40
280	331	58	\$1,957.40
280	331	59	\$1,957.40
280	331	60	\$1,957.40
280	331	61	\$1,957.40
280	331	62	\$1,957.40
280	331	63	\$1,722.52
280	331	64	\$1,957.40
280	331	65	\$1,957.40
280	331	66	\$1,957.40
280	331	67	\$1,957.40
280	331	68	\$1,957.40
280	331	69	\$1,957.40
280	331	70	\$1,957.40
280	331	71	\$1,722.52
280	341	1	\$1,428.90
280	341	2	\$1,722.52
280	341	3	\$1,722.52
280	341	4	\$1,722.52
280	341	5	\$1,722.52
280	341	6	\$1,722.52
280	341	7	\$1,722.52
280	341	8	\$1,722.52
280	341	9	\$1,428.90
280	341	10	\$1,722.52
280	341	11	\$1,722.52

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	341	12	\$1,722.52
280	341	13	\$1,722.52
280	341	14	\$1,722.52
280	341	15	\$1,428.90
280	341	16	\$1,722.52
280	341	17	\$1,722.52
280	341	18	\$1,722.52
280	341	19	\$1,428.90
280	341	20	\$1,722.52
280	341	21	\$1,722.52
280	341	22	\$1,428.90
280	341	23	\$1,722.52
280	341	24	\$1,722.52
280	341	25	\$1,722.52
280	341	26	\$1,428.90
280	341	27	\$1,722.52
280	341	28	\$1,722.52
280	341	29	\$1,428.90
280	341	30	\$1,722.52
280	341	31	\$1,722.52
280	341	32	\$1,722.52
280	341	33	\$1,722.52
280	341	34	\$1,428.90
280	341	35	\$1,722.52
280	341	36	\$1,722.52
280	341	37	\$1,722.52
280	341	38	\$1,722.52
280	341	39	\$1,722.52
280	341	40	\$1,428.90
280	341	41	\$1,722.52
280	341	42	\$1,722.52
280	341	43	\$1,722.52
280	341	44	\$1,722.52
280	341	45	\$1,722.52
280	341	55	\$1,722.52
280	341	56	\$1,722.52
280	341	57	\$1,428.90
280	341	58	\$1,722.52
280	341	59	\$1,722.52
280	341	60	\$1,722.52
280	341	61	\$1,722.52
280	341	62	\$1,428.90
280	341	63	\$1,722.52
280	341	64	\$1,722.52

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	341	65	\$1,428.90
280	341	66	\$1,428.90
280	341	67	\$1,722.52
280	341	68	\$1,428.90
280	341	69	\$1,722.52
280	341	70	\$1,428.90
280	341	71	\$1,722.52
280	341	72	\$1,722.52
280	341	73	\$1,722.52
280	341	74	\$1,722.52
280	341	75	\$1,428.90
280	341	76	\$1,722.52
280	341	77	\$1,722.52
280	341	78	\$1,722.52
280	341	79	\$1,428.90
280	341	80	\$1,722.52
280	341	81	\$1,428.90
280	341	82	\$1,722.52
280	351	1	\$1,957.40
280	351	2	\$1,957.40
280	351	3	\$1,957.40
280	351	4	\$1,957.40
280	351	5	\$1,957.40
280	351	6	\$1,957.40
280	351	7	\$1,957.40
280	351	8	\$1,957.40
280	351	9	\$1,957.40
280	351	10	\$1,957.40
280	351	11	\$1,957.40
280	351	12	\$1,957.40
280	351	13	\$1,957.40
280	351	14	\$1,957.40
280	351	15	\$1,957.40
280	351	16	\$1,957.40
280	351	17	\$1,722.52
280	351	21	\$1,722.52
280	351	22	\$1,722.52
280	351	23	\$1,722.52
280	351	24	\$1,722.52
280	351	25	\$1,722.52
280	351	26	\$1,722.52
280	351	27	\$1,722.52
280	351	28	\$1,722.52
280	351	29	\$1,722.52

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	351	30	\$1,722.52
280	351	31	\$1,722.52
280	351	32	\$1,722.52
280	351	33	\$1,722.52
280	351	34	\$1,722.52
280	351	35	\$1,722.52
280	351	36	\$1,722.52
280	351	37	\$1,722.52
280	351	38	\$1,722.52
280	351	39	\$1,722.52
280	351	40	\$1,722.52
280	351	41	\$1,722.52
280	351	42	\$1,722.52
280	351	43	\$1,722.52
280	351	44	\$1,722.52
280	351	45	\$1,722.52
280	351	46	\$1,722.52
280	351	47	\$1,722.52
280	351	48	\$1,722.52
280	351	49	\$1,722.52
280	351	50	\$1,722.52
280	351	51	\$1,722.52
280	351	52	\$1,722.52
280	351	53	\$1,722.52
280	351	54	\$1,722.52
280	351	55	\$1,722.52
280	351	56	\$1,722.52
280	351	57	\$1,722.52
280	351	58	\$1,722.52
280	351	59	\$1,722.52
280	351	60	\$1,722.52
280	351	61	\$1,722.52
280	351	62	\$1,722.52
280	351	63	\$1,722.52
280	351	64	\$1,722.52
280	351	65	\$1,722.52
280	351	66	\$1,722.52
280	351	67	\$1,722.52
280	351	68	\$1,722.52
280	351	69	\$1,722.52
280	351	70	\$1,957.40
280	351	71	\$1,722.52
280	351	72	\$1,957.40
280	351	73	\$1,722.52



Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	351	74	\$1,957.40
280	351	75	\$1,722.52
280	351	76	\$1,957.40
280	351	77	\$1,722.52
280	351	78	\$1,957.40
280	351	79	\$1,722.52
280	351	80	\$1,957.40
280	351	81	\$1,722.52
280	351	82	\$1,957.40
280	351	83	\$1,722.52
280	351	84	\$1,957.40
280	351	85	\$1,722.52
280	351	86	\$1,957.40
280	351	87	\$1,722.52
280	361	1	\$1,957.40
280	361	2	\$1,722.52
280	361	3	\$1,957.40
280	361	4	\$1,957.40
280	361	5	\$1,722.52
280	361	6	\$1,957.40
280	361	7	\$1,957.40
280	361	8	\$1,957.40
280	361	9	\$1,957.40
280	361	10	\$1,957.40
280	361	11	\$1,957.40
280	361	12	\$1,957.40
280	361	13	\$1,957.40
280	361	14	\$1,957.40
280	361	15	\$1,957.40
280	361	16	\$1,957.40
280	361	17	\$1,957.40
280	361	18	\$1,722.52
280	361	19	\$1,957.40
280	361	20	\$1,957.40
280	361	21	\$1,957.40
280	361	22	\$1,722.52
280	361	23	\$1,957.40
280	361	24	\$1,957.40
280	361	25	\$1,722.52
280	361	26	\$1,957.40
280	361	27	\$1,722.52
280	361	28	\$1,957.40
280	361	29	\$1,957.40
280	361	30	\$1,957.40

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	361	31	\$1,957.40
280	361	32	\$1,957.40
280	361	33	\$1,722.52
280	361	34	\$1,957.40
280	361	35	\$1,957.40
280	361	36	\$1,722.52
280	361	37	\$1,957.40
280	361	38	\$1,957.40
280	361	39	\$1,957.40
280	361	40	\$1,957.40
280	361	41	\$1,957.40
280	361	42	\$1,957.40
280	361	43	\$1,957.40
280	361	44	\$1,957.40
280	361	45	\$1,722.52
280	361	46	\$1,957.40
280	361	47	\$1,957.40
280	361	48	\$1,957.40
280	361	49	\$1,957.40
280	361	50	\$1,957.40
280	361	51	\$1,957.40
280	361	52	\$1,957.40
280	361	53	\$1,957.40
280	361	54	\$1,957.40
280	361	55	\$1,957.40
280	361	56	\$1,957.40
280	361	57	\$1,957.40
280	361	58	\$1,957.40
280	361	59	\$1,957.40
280	361	60	\$1,722.52
280	361	61	\$1,957.40
280	361	62	\$1,957.40
280	371	1	\$2,427.18
280	371	2	\$2,153.16
280	371	3	\$2,153.16
280	371	4	\$2,427.18
280	371	5	\$2,427.18
280	371	6	\$2,153.16
280	371	7	\$2,427.18
280	371	8	\$2,153.16
280	371	9	\$2,427.18
280	371	10	\$2,153.16
280	371	11	\$2,153.16
280	371	12	\$2,427.18

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	371	13	\$2,153.16
280	371	14	\$2,427.18
280	371	15	\$2,153.16
280	371	16	\$2,427.18
280	371	17	\$2,427.18
280	371	18	\$2,153.16
280	371	19	\$2,153.16
280	371	20	\$2,153.16
280	371	21	\$2,427.18
280	371	22	\$2,153.16
280	371	23	\$2,427.18
280	371	24	\$2,153.16
280	371	25	\$2,153.16
280	371	26	\$2,427.18
280	371	27	\$2,153.16
280	371	28	\$2,427.18
280	371	29	\$2,153.16
280	371	30	\$2,153.16
280	371	31	\$2,427.18
280	371	32	\$2,427.18
280	371	33	\$2,153.16
280	371	34	\$2,153.16
280	371	35	\$2,153.16
280	371	36	\$2,153.16
280	371	37	\$2,427.18
280	371	38	\$2,427.18
280	371	39	\$2,427.18
280	371	40	\$2,427.18
280	371	41	\$2,153.16
280	371	42	\$2,153.16
280	371	43	\$2,427.18
280	371	44	\$2,153.16
280	371	45	\$2,153.16
280	381	1	\$2,427.18
280	381	2	\$2,427.18
280	381	3	\$2,153.16
280	381	4	\$2,427.18
280	381	5	\$2,153.16
280	381	6	\$2,153.16
280	381	7	\$2,427.18
280	381	8	\$2,153.16
280	381	9	\$2,427.18
280	381	10	\$2,427.18
280	381	11	\$2,153.16

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	381	12	\$2,427.18
280	381	13	\$2,153.16
280	381	14	\$2,427.18
280	381	15	\$2,153.16
280	381	16	\$2,427.18
280	381	17	\$2,153.16
280	381	18	\$2,427.18
280	381	19	\$2,153.16
280	381	20	\$2,427.18
280	381	21	\$2,427.18
280	381	22	\$2,153.16
280	381	23	\$2,427.18
280	381	24	\$2,153.16
280	381	25	\$2,427.18
280	381	26	\$2,153.16
280	381	27	\$2,153.16
280	381	28	\$2,427.18
280	381	29	\$2,427.18
280	381	30	\$2,153.16
280	381	31	\$2,427.18
280	381	32	\$2,153.16
280	381	33	\$2,427.18
280	381	34	\$2,427.18
280	381	35	\$2,153.16
280	381	36	\$2,153.16
280	381	37	\$2,427.18
280	381	38	\$2,427.18
280	381	39	\$2,153.16
280	381	40	\$2,153.16
280	381	41	\$2,427.18
280	381	42	\$2,153.16
280	381	43	\$2,153.16
280	381	44	\$2,427.18
280	381	45	\$2,427.18
280	381	46	\$2,153.16
280	381	47	\$2,427.18
280	381	48	\$2,153.16
280	381	49	\$2,427.18
280	381	50	\$2,427.18
280	381	51	\$2,153.16
280	381	52	\$2,427.18
280	381	53	\$2,153.16
280	381	54	\$2,427.18
280	381	55	\$2,153.16

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	381	56	\$2,153.16
280	381	57	\$2,427.18
280	381	58	\$2,153.16
280	381	59	\$2,427.18
280	381	67	\$1,722.52
280	381	68	\$1,722.52
280	381	69	\$1,722.52
280	381	70	\$1,722.52
280	381	71	\$1,722.52
280	381	72	\$1,722.52
280	381	73	\$1,722.52
280	381	74	\$1,722.52
280	381	75	\$1,722.52
280	381	76	\$1,722.52
280	381	77	\$1,722.52
280	381	78	\$1,722.52
280	381	79	\$1,722.52
280	381	80	\$1,722.52
280	381	81	\$1,722.52
280	381	82	\$1,722.52
280	381	83	\$1,722.52
280	391	1	\$1,957.40
280	391	2	\$2,427.18
280	391	3	\$2,153.16
280	391	4	\$1,957.40
280	391	5	\$2,427.18
280	391	6	\$2,153.16
280	391	7	\$1,957.40
280	391	8	\$2,427.18
280	391	9	\$2,427.18
280	391	10	\$2,153.16
280	391	11	\$2,427.18
280	391	12	\$1,957.40
280	391	13	\$2,153.16
280	391	14	\$2,427.18
280	391	15	\$2,153.16
280	391	16	\$2,427.18
280	391	17	\$2,153.16
280	391	18	\$2,427.18
280	391	23	\$1,428.90
280	391	24	\$1,057.00
280	391	25	\$1,428.90
280	391	26	\$1,057.00
280	391	27	\$1,428.90

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	391	28	\$1,428.90
280	391	29	\$1,428.90
280	391	30	\$1,057.00
280	391	31	\$1,428.90
280	391	32	\$1,057.00
280	391	33	\$1,428.90
280	391	34	\$1,428.90
280	391	35	\$1,428.90
280	391	36	\$1,057.00
280	391	37	\$1,428.90
280	391	38	\$1,428.90
280	391	39	\$1,428.90
280	391	40	\$1,057.00
280	391	41	\$1,428.90
280	391	42	\$1,428.90
280	391	43	\$1,428.90
280	391	44	\$1,057.00
280	391	45	\$1,428.90
280	391	46	\$1,428.90
280	391	58	\$1,428.90
280	391	59	\$1,428.90
280	391	60	\$1,057.00
280	391	61	\$1,428.90
280	391	62	\$1,428.90
280	391	63	\$1,428.90
280	391	64	\$1,057.00
280	391	65	\$1,428.90
280	391	66	\$1,057.00
280	391	67	\$1,428.90
280	391	68	\$1,428.90
280	391	69	\$1,428.90
280	391	70	\$1,057.00
280	391	71	\$1,428.90
280	391	72	\$1,428.90
280	401	1	\$2,427.18
280	401	2	\$1,957.40
280	401	3	\$2,153.16
280	401	4	\$1,957.40
280	401	5	\$2,427.18
280	401	6	\$1,957.40
280	401	7	\$2,427.18
280	401	8	\$1,957.40
280	401	9	\$2,153.16
280	401	10	\$2,427.18

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	401	11	\$2,427.18
280	401	12	\$1,957.40
280	401	13	\$2,427.18
280	401	14	\$2,427.18
280	401	15	\$2,153.16
280	401	16	\$2,427.18
280	401	17	\$1,957.40
280	401	18	\$2,427.18
280	401	19	\$2,153.16
280	401	20	\$1,957.40
280	401	21	\$2,427.18
280	401	22	\$2,153.16
280	401	23	\$2,427.18
280	401	24	\$2,153.16
280	401	25	\$2,427.18
280	401	26	\$1,957.40
280	401	27	\$2,153.16
280	401	28	\$2,427.18
280	401	29	\$1,957.40
280	401	30	\$2,427.18
280	401	31	\$1,957.40
280	401	32	\$2,153.16
280	401	33	\$2,427.18
280	401	34	\$1,957.40
280	401	35	\$2,153.16
280	401	36	\$2,427.18
280	401	37	\$2,427.18
280	401	38	\$1,957.40
280	401	39	\$1,957.40
280	401	40	\$2,427.18
280	401	41	\$2,153.16
280	401	42	\$2,427.18
280	401	43	\$2,153.16
280	401	44	\$2,427.18
280	401	45	\$2,427.18
280	401	46	\$2,427.18
280	401	47	\$2,153.16
280	401	48	\$2,427.18
280	401	49	\$2,153.16
280	401	50	\$2,427.18
280	401	51	\$2,153.16
280	401	52	\$1,957.40
280	401	53	\$1,957.40
280	401	54	\$2,427.18

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	401	55	\$1,957.40
280	401	56	\$1,957.40
280	401	57	\$2,153.16
280	401	58	\$1,957.40
280	401	59	\$1,957.40
280	401	60	\$2,153.16
280	401	61	\$2,427.18
280	401	62	\$2,153.16
280	401	63	\$1,957.40
280	401	71	\$1,428.90
280	401	72	\$1,428.90
280	401	73	\$1,057.00
280	401	74	\$1,428.90
280	401	75	\$1,428.90
280	401	76	\$1,057.00
280	401	77	\$1,428.90
280	401	78	\$1,428.90
280	401	79	\$1,428.90
280	401	80	\$1,428.90
280	401	81	\$1,428.90
280	401	82	\$1,428.90
280	401	83	\$1,057.00
280	401	84	\$1,428.90
280	401	85	\$1,428.90
280	401	86	\$1,057.00
280	401	87	\$1,428.90
280	401	88	\$1,428.90
280	401	89	\$1,428.90
280	412	19	\$1,428.90
280	412	20	\$1,057.00
280	412	21	\$1,428.90
280	412	22	\$1,428.90
280	412	23	\$1,428.90
280	412	24	\$1,057.00
280	412	25	\$1,428.90
280	412	26	\$1,057.00
280	412	27	\$1,428.90
280	412	28	\$1,428.90
280	412	29	\$1,057.00
280	412	30	\$1,428.90
280	412	31	\$1,428.90
280	412	32	\$1,428.90
280	412	33	\$1,428.90
280	412	34	\$1,428.90



Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	412	35	\$1,057.00
280	412	36	\$1,428.90
280	412	37	\$1,428.90
280	412	38	\$1,057.00
280	412	39	\$1,428.90
280	412	40	\$1,428.90
280	412	41	\$1,428.90
280	412	42	\$1,428.90
280	412	43	\$1,057.00
280	412	44	\$1,428.90
280	412	45	\$1,428.90
280	421	1	\$1,722.52
280	421	2	\$1,722.52
280	421	3	\$1,428.90
280	421	4	\$1,722.52
280	421	5	\$1,722.52
280	421	6	\$1,722.52
280	421	7	\$1,428.90
280	421	8	\$1,722.52
280	421	9	\$1,722.52
280	421	10	\$1,722.52
280	421	11	\$1,722.52
280	421	12	\$1,722.52
280	421	13	\$1,722.52
280	421	14	\$1,428.90
280	421	15	\$1,428.90
280	421	16	\$1,722.52
280	421	17	\$1,722.52
280	421	18	\$1,722.52
280	421	19	\$1,722.52
280	421	20	\$1,722.52
280	421	21	\$1,722.52
280	421	22	\$1,428.90
280	421	23	\$1,722.52
280	421	24	\$1,722.52
280	421	25	\$1,722.52
280	421	26	\$1,722.52
280	421	27	\$1,428.90
280	421	28	\$1,722.52
280	421	29	\$1,722.52
280	421	30	\$1,428.90
280	421	31	\$1,722.52
280	421	32	\$1,722.52
280	421	33	\$1,722.52

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
280	421	34	\$1,428.90
280	421	35	\$1,722.52
280	421	36	\$1,722.52
280	421	37	\$1,428.90
280	421	38	\$1,722.52
280	421	39	\$1,428.90
280	421	40	\$1,722.52
280	421	41	\$1,722.52
280	421	42	\$1,722.52
280	421	43	\$1,722.52
280	421	44	\$1,722.52
280	421	45	\$1,428.90
280	421	46	\$1,722.52
280	421	47	\$1,722.52
280	421	48	\$1,428.90
280	421	49	\$1,722.52
280	421	50	\$1,722.52
280	421	51	\$1,722.52
280	421	52	\$1,722.52
934	36	22	\$939.56
934	36	23	\$939.56
934	36	24	\$939.56
934	36	25	\$939.56
934	36	26	\$939.56
934	36	27	\$939.56
934	36	28	\$939.56
934	36	29	\$939.56
934	36	30	\$939.56
934	36	31	\$939.56
934	36	32	\$939.56
934	36	33	\$939.56
934	36	34	\$939.56
934	36	35	\$939.56
934	36	36	\$939.56
934	36	37	\$939.56
934	36	38	\$939.56
934	36	39	\$939.56
934	36	40	\$939.56
934	36	41	\$939.56
934	36	42	\$939.56
934	36	43	\$939.56
934	36	44	\$939.56
934	36	45	\$939.56
934	36	46	\$939.56

Fullerton School District  
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**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
934	36	47	\$939.56
934	36	48	\$939.56
934	36	49	\$939.56
934	36	50	\$939.56
934	36	51	\$939.56
934	36	52	\$939.56
934	36	53	\$939.56
934	36	54	\$939.56
934	36	55	\$939.56
934	36	56	\$939.56
934	36	57	\$939.56
934	36	58	\$939.56
934	36	59	\$939.56
934	36	60	\$939.56
934	36	61	\$939.56
934	36	62	\$939.56
934	36	63	\$939.56
934	36	64	\$939.56
934	36	65	\$939.56
934	36	66	\$939.56
934	36	67	\$939.56
934	36	68	\$939.56
934	36	69	\$939.56
934	36	70	\$939.56
934	36	71	\$939.56
934	36	72	\$939.56
934	36	73	\$939.56
934	36	74	\$939.56
934	36	75	\$939.56
934	36	76	\$939.56
934	36	77	\$939.56
934	36	78	\$939.56
934	36	79	\$939.56
934	36	80	\$939.56
934	36	81	\$939.56
934	36	82	\$939.56
934	36	83	\$939.56
934	36	84	\$939.56
934	36	85	\$939.56
934	36	86	\$939.56
934	36	87	\$939.56
934	36	88	\$939.56
934	36	89	\$939.56
934	36	90	\$939.56

Fullerton School District  
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**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
934	36	91	\$939.56
934	36	92	\$939.56
934	36	93	\$939.56
934	36	94	\$939.56
934	36	95	\$939.56
934	36	96	\$939.56
934	36	97	\$939.56
934	36	98	\$939.56
934	36	99	\$939.56
934	36	100	\$939.56
934	36	101	\$939.56
934	36	102	\$939.56
934	36	103	\$939.56
934	36	104	\$939.56
934	36	105	\$939.56
934	36	106	\$939.56
934	36	107	\$939.56
934	36	108	\$939.56
934	36	109	\$939.56
934	36	110	\$939.56
934	36	111	\$939.56
934	36	112	\$939.56
934	36	113	\$939.56
934	36	114	\$939.56
934	36	115	\$939.56
934	36	116	\$939.56
934	36	117	\$939.56
934	36	118	\$939.56
934	36	119	\$939.56
934	36	120	\$939.56
934	36	121	\$939.56
934	36	122	\$939.56
934	36	123	\$939.56
934	36	124	\$939.56
934	36	125	\$939.56
934	36	126	\$939.56
934	36	127	\$939.56
934	36	128	\$939.56
934	36	129	\$939.56
934	36	130	\$939.56
934	36	131	\$939.56
934	36	132	\$939.56
934	36	133	\$939.56
934	36	134	\$939.56

Fullerton School District  
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**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
934	36	135	\$939.56
934	36	136	\$939.56
934	36	137	\$939.56
934	36	138	\$939.56
934	36	139	\$939.56
934	36	140	\$939.56
934	36	141	\$939.56
934	36	142	\$939.56
934	36	143	\$939.56
934	36	144	\$939.56
934	36	145	\$939.56
934	36	146	\$939.56
934	36	147	\$939.56
934	36	148	\$939.56
934	36	149	\$939.56
934	36	150	\$939.56
934	36	151	\$939.56
934	36	152	\$939.56
934	36	153	\$939.56
934	36	154	\$939.56
934	36	155	\$939.56
934	36	156	\$939.56
934	36	157	\$939.56
934	36	158	\$939.56
934	36	159	\$939.56
934	36	160	\$939.56
934	36	161	\$939.56
934	36	162	\$939.56
934	36	163	\$939.56
934	36	164	\$939.56
934	36	165	\$939.56
934	36	166	\$939.56
934	36	167	\$939.56
934	36	168	\$939.56
934	36	169	\$939.56
934	36	170	\$939.56
934	36	171	\$939.56
934	36	172	\$939.56
934	36	173	\$939.56
934	36	174	\$939.56
934	36	175	\$939.56
934	36	176	\$939.56
934	36	177	\$939.56
934	36	178	\$939.56

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
934	36	179	\$939.56
934	36	180	\$939.56
934	36	181	\$939.56
934	36	182	\$939.56
934	36	183	\$939.56
934	36	184	\$939.56
934	36	185	\$939.56
934	36	186	\$939.56
934	36	187	\$939.56
934	36	188	\$939.56
934	36	189	\$939.56
934	36	190	\$939.56
934	36	191	\$939.56
934	36	192	\$939.56
934	36	193	\$939.56
934	36	194	\$939.56
936	24	272	\$939.56
936	24	273	\$939.56
936	24	274	\$939.56
936	24	275	\$939.56
936	24	276	\$939.56
936	24	277	\$939.56
936	24	278	\$939.56
936	24	279	\$939.56
936	24	280	\$939.56
936	24	281	\$939.56
936	24	282	\$939.56
936	24	283	\$939.56
936	24	284	\$939.56
936	24	285	\$939.56
936	24	286	\$939.56
936	24	287	\$939.56
936	24	288	\$939.56
936	24	289	\$939.56
936	24	290	\$939.56
936	24	291	\$939.56
936	24	292	\$939.56
936	24	293	\$939.56
936	24	294	\$939.56
936	24	295	\$939.56
936	24	296	\$939.56
936	24	297	\$939.56
936	24	298	\$939.56
936	24	299	\$939.56

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
936	24	300	\$939.56
936	24	301	\$939.56
936	24	302	\$939.56
936	24	303	\$939.56
936	24	304	\$939.56
936	24	305	\$939.56
936	24	306	\$939.56
936	24	307	\$939.56
936	24	308	\$939.56
936	24	309	\$939.56
936	24	310	\$939.56
936	24	311	\$939.56
936	24	312	\$939.56
936	24	313	\$939.56
936	24	314	\$939.56
936	24	315	\$939.56
936	24	316	\$939.56
936	24	317	\$939.56
936	24	318	\$939.56
936	24	319	\$939.56
936	24	320	\$939.56
936	24	321	\$939.56
936	24	322	\$939.56
936	24	323	\$939.56
936	24	324	\$939.56
936	24	325	\$939.56
936	24	326	\$939.56
936	24	327	\$939.56
936	24	328	\$939.56
936	24	329	\$939.56
936	24	330	\$939.56
936	24	331	\$939.56
936	24	332	\$939.56
936	24	333	\$939.56
936	24	334	\$939.56
936	24	335	\$939.56
936	24	336	\$939.56
936	24	337	\$939.56
936	24	338	\$939.56
936	24	339	\$939.56
936	24	340	\$939.56
936	24	341	\$939.56
936	24	342	\$939.56
936	24	343	\$939.56

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
936	24	344	\$939.56
936	24	345	\$939.56
936	24	346	\$939.56
936	24	347	\$939.56
936	24	348	\$939.56
936	24	349	\$939.56
936	24	350	\$939.56
936	24	351	\$939.56
936	24	352	\$939.56
936	24	353	\$939.56
936	24	354	\$939.56
936	24	355	\$939.56
936	24	356	\$939.56
936	24	357	\$939.56
936	24	358	\$939.56
936	24	359	\$939.56
936	24	360	\$939.56
936	24	361	\$939.56
936	24	362	\$939.56
936	24	363	\$939.56
936	24	364	\$939.56
936	24	365	\$939.56
936	24	366	\$939.56
936	24	367	\$939.56
936	24	368	\$939.56
936	24	369	\$939.56
936	24	370	\$939.56
936	24	371	\$939.56
936	24	372	\$939.56
936	24	373	\$939.56
936	24	374	\$939.56
936	24	375	\$939.56
936	24	376	\$939.56
936	24	377	\$939.56
936	24	378	\$939.56
936	24	379	\$939.56
936	24	380	\$939.56
936	24	381	\$939.56
936	24	382	\$939.56
936	24	383	\$939.56
936	24	384	\$939.56
936	24	385	\$939.56
936	24	386	\$939.56
936	24	387	\$939.56



Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
936	24	388	\$939.56
936	24	389	\$939.56
936	24	390	\$939.56
936	24	391	\$939.56
936	24	392	\$939.56
936	24	393	\$939.56
936	24	394	\$939.56
936	24	395	\$939.56
936	24	396	\$939.56
936	24	397	\$939.56
936	24	398	\$939.56
936	24	403	\$939.56
936	24	404	\$939.56
936	24	405	\$939.56
936	24	406	\$939.56
936	24	407	\$939.56
936	24	408	\$939.56
936	24	409	\$939.56
936	24	410	\$939.56
936	24	411	\$939.56
936	24	412	\$939.56
936	24	413	\$939.56
936	24	414	\$939.56
936	24	415	\$939.56
936	24	416	\$939.56
936	24	417	\$939.56
936	24	418	\$939.56
936	24	419	\$939.56
936	24	420	\$939.56
936	24	421	\$939.56
936	24	422	\$939.56
936	24	423	\$939.56
936	24	424	\$939.56
936	24	425	\$939.56
936	24	426	\$939.56
936	24	427	\$939.56
936	24	428	\$939.56
936	24	429	\$939.56
936	24	430	\$939.56
936	24	431	\$939.56
936	24	432	\$939.56
936	24	433	\$939.56
936	24	434	\$939.56
936	24	435	\$939.56

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
936	24	436	\$939.56
936	24	437	\$939.56
936	24	438	\$939.56
936	24	439	\$939.56
936	24	440	\$939.56
936	24	441	\$939.56
936	24	442	\$939.56
936	24	443	\$939.56
936	24	444	\$939.56
936	24	445	\$939.56
936	24	446	\$939.56
936	24	447	\$939.56
936	24	448	\$939.56
936	24	449	\$939.56
936	24	450	\$939.56
936	24	451	\$939.56
936	24	452	\$939.56
936	24	453	\$939.56
936	24	454	\$939.56
936	24	455	\$939.56
936	24	456	\$939.56
936	24	457	\$939.56
936	24	458	\$939.56
936	24	459	\$939.56
936	24	460	\$939.56
936	24	461	\$939.56
936	24	462	\$939.56
936	24	463	\$939.56
936	24	464	\$939.56
936	24	465	\$939.56
936	24	466	\$939.56
936	24	467	\$939.56
936	24	468	\$939.56
936	24	469	\$939.56
936	24	470	\$939.56
936	24	471	\$939.56
936	24	472	\$939.56
936	24	473	\$939.56
936	24	474	\$939.56
936	24	475	\$939.56
936	24	476	\$939.56
936	24	477	\$939.56
936	24	478	\$939.56
936	24	479	\$939.56

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
936	24	480	\$939.56
936	24	481	\$939.56
936	24	482	\$939.56
936	24	483	\$939.56
936	24	484	\$939.56
936	24	485	\$939.56
936	24	486	\$939.56
936	24	487	\$939.56
936	24	488	\$939.56
936	24	489	\$939.56
936	24	490	\$939.56
936	24	491	\$939.56
936	24	492	\$939.56
936	24	493	\$939.56
936	24	494	\$939.56
936	24	495	\$939.56
936	24	496	\$939.56
936	24	497	\$939.56
936	24	498	\$939.56
936	24	499	\$939.56
936	24	500	\$939.56
936	24	501	\$939.56
936	24	502	\$939.56
936	24	503	\$939.56
936	24	504	\$939.56
936	24	505	\$939.56
936	24	506	\$939.56
936	24	507	\$939.56
936	24	508	\$939.56
936	24	509	\$939.56
936	24	510	\$939.56
936	24	511	\$939.56
936	24	512	\$939.56
936	24	513	\$939.56
936	24	514	\$939.56
936	24	515	\$939.56
936	24	516	\$939.56
936	24	517	\$939.56
936	24	518	\$939.56
936	24	519	\$939.56
936	24	520	\$939.56
936	24	521	\$939.56
936	24	522	\$939.56
936	24	523	\$939.56

Fullerton School District  
 Community Facilities District No. 2001-1  
**Special Tax Levy for Fiscal Year 2013/2014**

Book	Page	Parcel	Special Tax
936	24	524	\$939.56
936	24	525	\$939.56
936	24	526	\$939.56
936	24	527	\$939.56
936	24	528	\$939.56
936	24	529	\$939.56
936	24	530	\$939.56
936	24	531	\$939.56
936	24	532	\$939.56
936	24	533	\$939.56
936	24	534	\$939.56
936	24	535	\$939.56
936	24	536	\$939.56
936	24	537	\$939.56
936	24	538	\$939.56
936	24	539	\$939.56
936	24	540	\$939.56
936	24	541	\$939.56
936	24	542	\$939.56
936	24	543	\$939.56
936	24	544	\$939.56
936	24	545	\$939.56
936	24	546	\$939.56
936	24	547	\$939.56
936	24	548	\$939.56
936	24	549	\$939.56
936	24	550	\$939.56
936	24	551	\$939.56
936	24	552	\$939.56

<b>Major Conclusions</b>		
Number of Parcels Taxed		1,129
Total Special Tax Levy for Fiscal Year 2013/2014		\$1,690,750.36

DISCUSSION/ACTION ITEM

**DATE:** July 30, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Robert Craven, Director, Technology and Media Services  
**SUBJECT:** **APPROVE LOAN GUARANTY AGREEMENT FOR BEECHWOOD FOUNDATION EFFECTIVE 2013/14 THROUGH 2015/16 SCHOOL YEARS**

Background: The Beechwood Foundation is planning to enter a lease agreement with Apple computer to provide iPad devices to all 6<sup>th</sup> to 8<sup>th</sup> grade students. The Foundation leadership determined, along with the school staff and families, that a 1:1 student iPad environment was a top priority for Foundation funding. The Foundation is able to cover annual payments required for the 3 years of this agreement through fundraising activities. One prerequisite for this lease, was to have a 10-year or greater history as a non-profit, which the Foundation does not meet. For this reason, the District would act as the loan guarantor providing the ability for the Foundation to enter into this lease.

Rationale: By signing this Loan Guaranty Agreement the District would be able to increase technology use at Beechwood for all grade levels. The creation of a 1:1 program at Beechwood School is in alignment with the school plan and prepares students with 21<sup>st</sup> Century skills.

Funding: There is no anticipated cost to Fullerton School District for serving as Guarantor to this loan.

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

JM:SR:sg  
Attachment

**\$ 164,008.80**

## **GUARANTY AGREEMENT**

WHEREAS, Fullerton School District, a California school district acting through its Board of Trustees ("Guarantor"), desires that Beechwood School Foundation, a California non-profit corporation ("Lessee"), enter into a certain Master Equipment Lease #426 dated as of July 31, 2013, with Apple Inc., a California corporation ("Lessor"), and Equipment Schedule No. 426-055 thereto for the lease of various items of equipment (said Master Equipment Lease, together with the Equipment Schedule, being hereinafter referred to as the "Lease"; and such Equipment Schedule by itself as the "Equipment Schedule"); and

WHEREAS, Lessor has required, as a condition of its entering into the Lease with Lessee, that this Guaranty Agreement be executed by Guarantor and delivered to Lessor;

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce Lessor to enter into the Lease, Guarantor hereby agrees as follows:

1. Guarantor unconditionally guarantees to Lessor, its successors and assigns the punctual payment when due (whether by acceleration or otherwise) of all rentals, taxes, reimbursements, casualty payments, termination payments, guaranties, indemnities and other monies provided for in the Lease and the due and punctual performance of all other covenants, agreements, undertakings, and obligations of Lessee under the Lease and all expenses of collection or attempted collection thereof and of this guaranty including reasonable attorneys' fees. In the event Lessee fails to make any such payments or to perform such obligations, Guarantor shall unconditionally so perform such obligations or make such payments directly to Lessor or its Assigns immediately upon receipt from Lessor of notice of Lessee's failure. The Guarantor expressly waives any right to compel Lessor to proceed against Lessee, to proceed against or exhaust any security held from Lessee, or to pursue any other remedy whatsoever.

**Notwithstanding anything to the contrary contained herein, Lessor shall exercise commercially reasonable efforts in its collection of amounts due from Lessee and in giving notice of Lessee's delinquency to Guarantor; provided, however, that Lessor's failure to exercise such efforts shall not cancel Guarantor's obligations hereunder, but rather shall provide to Guarantor the opportunity over a sixty (60) day period after notice to cause Lessee to cure its default or delinquency.**

2. Guarantor agrees that its obligations hereunder shall, in all respects, be continuing, absolute and unconditional and shall not be subject to, without limitation, any defense, set-off, counterclaim or recoupment whatsoever: (i) with respect to the Equipment Schedule delivered by Lessee to Lessor pursuant to the Lease and (ii) irrespective of the genuineness, validity, regularity or enforceability of the Lease or any security therefor, such Equipment Schedule or this Guaranty Agreement or any conduct of Lessee or Lessor which might otherwise constitute a legal or equitable discharge of a surety or guarantor. Guarantor agrees that its obligations hereunder shall survive notwithstanding (i) the expiration or termination of the Lease, (ii) the acquisition, merger, bankruptcy, liquidation, insolvency or dissolution of Lessee, Guarantor or any other party which has directly or indirectly obligated itself to pay or perform the obligations of Lessee under the Lease, or (iii) that at any time or from time to time all obligations of Lessee under the Lease shall have been paid or performed in full. Guarantor expressly waives any and all rights to notice from Lessor, Lessee or any other person of acceptance of this guaranty and to any other notice or demand of any kind upon Guarantor and to any other actions or

conditions prior to Lessor's reliance upon or enforcement of this guaranty, including without limitation notice of adverse change in Lessee's financial condition or any other fact which might increase Lessor's risk and all demands of payment on, and notice of dishonor or non-payment, presentment, or protest, whether to Lessor, to Lessee, or to the makers or endorser of notes or other instruments for which Guarantor may be liable hereunder.

3. Guarantor acknowledges that it has received a copy of the Lease (including a form of Equipment Schedule) and is fully aware of and consents to all the terms and conditions thereof.

4. This Guaranty Agreement shall in all respects be governed by and construed in accordance with the same laws of the state which apply to the Lease. Whenever possible, each provision of this Guaranty Agreement shall be interpreted in such manner as to be effective and valid under such applicable law, but if any provision of this Guaranty Agreement shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Guaranty Agreement.

5. Without in any manner limiting the generality of the foregoing, Guarantor agrees that the following (which may occur from time to time, with or without consideration, and with or without notice to or consent of Guarantor) shall not in any manner limit or impair the liability of the Guarantor hereunder: (i) consent or acquiescence by Lessor and/or Lessee to any additions, modifications, extensions, renewals or termination of the Lease; and (ii) any other action or non-action of Lessor and/or Lessee, even though such action or non-action may vary or conflict with the covenants and agreements contained in the Lease.

6. It is also agreed that the obligations of Guarantor hereunder are independent of the obligations of Lessee and that Lessor may proceed against Guarantor directly and independently of Lessee.

7. This Guaranty Agreement shall also bind the successors and assigns of the Guarantor and shall inure to the benefit of Lessor, its successors and assigns. No assignment or transfer of Lessee's interest under the Lease shall affect or modify in any respect Guarantor's obligations hereunder.

8. Lessor may assign this Guaranty Agreement to one or more financial institutions or other parties ("Assignee" or "Assigns"), in one or more assignments at any time and from time to time, with respect to the equipment leased under the Equipment Schedule. Guarantor agrees that Lessee may, as its agent, acknowledge any assignment by Lessor of this Guaranty Agreement with respect to the Equipment Schedule; further, Lessee's acknowledgment of assignment for the Equipment Schedule shall constitute Guarantor's acknowledgment and consent to the assignment of this Guaranty Agreement to any Assignee therein named. As used throughout this Guaranty Agreement, the term "Lessor" shall include any such Assigns.

9. Guarantor at its expense shall execute and deliver all such instruments and take all such action as Lessor or its Assignees from time to time may reasonably request in order to assure the full benefits intended to be created by this Guaranty Agreement.

10. Guarantor waives the benefit of any statute of limitation affecting its liability hereunder to the full extent permitted by law.

11. This Guaranty Agreement may be modified or amended only by an instrument in writing signed by Lessor and Guarantor and shall not be modified or amended without the consent of any Assignee.

12. Guarantor hereby represents and warrants to Lessor as follows:

(A) To the best of Guarantor's knowledge and belief, all other written information, reports, papers and data given by Guarantor to Lessor with respect to Guarantor specifically in connection with the preparation of this Guaranty Agreement are accurate and correct in all material respects and materially complete insofar as completeness may be necessary to give Lessor a true accurate knowledge of the subject matter.

(B) Guarantor is not a party to any agreement or instrument materially and adversely affecting its business or financial condition, and Guarantor is not materially in default in the performance, observance or fulfillment of any obligations, covenants or conditions set forth in any agreement or instrument to which it is a party, which default would result in a material impairment of the business or financial condition of guarantor.

(C) Guarantor has filed all federal, state, county, municipal and foreign tax returns which it believes are required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it, except taxes which Guarantor is contesting in good faith, and Guarantor does not know of any basis for additional assessment in respect of such taxes.

(D) There is not now pending against or affecting Guarantor, nor to its knowledge is there threatened, any action, suit or proceeding at law or in equity by or before any court or administrative agency which if adversely determined would materially impair or affect its business or financial condition, except as disclosed in writing to Lessor.

13. Upon the occurrence of a default under the Lease by Lessee, which default shall have remained uncured for a period of 60 days after notice thereof to Guarantor, Lessor may at any time and from time to time (whether or not after revocation or termination of this Guaranty Agreement) without the consent of or notice of any kind to Guarantor, and without regard to any demands or requests by Guarantor take any of the following actions, without thereby incurring any liability to Guarantor, impairing Guarantor's obligations hereunder or releasing Guarantor from its obligations hereunder:

(A) change the rate of interest, penalties, manner, place or terms of payment, change or extend the time of payment, and renew, alter or revoke any commitment, condition, covenant, event of default or other provision with respect to Lessee's obligations, any security therefor, and the guaranty herein made shall apply to Lessee's obligations as so changed, extended, renewed or altered;

(B) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever (including Guarantor) at any time pledged or mortgaged to secure any obligations or liabilities of Lessee under the Lease and/or any right of offset;

(C) exercise or refrain from exercising any rights against or release and discharge Lessee or Guarantor or any other party directly or indirectly liable under the Lease;



(D) settle or compromise any indebtedness, any security therefor, or any liability hereunder, or subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of Lessee to creditors of Lessee; and

(E) apply any sums by whomsoever paid or howsoever realized to such debts, liabilities, obligations, interest or expenses of collection owing by Lessee or Guarantor to Lessor and in such order as Lessor may elect pursuant to any right of Lessor whether guaranteed hereby or not, without regard to any rights of Guarantor in respect to the application thereof (specifically including, without limitation any right of Guarantor to the marshaling of any asset, security, guaranty or other source of repayment whatsoever) and regardless of what indebtedness or other liability hereunder or portion thereof remains unpaid.

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty Agreement to be made and executed by its duly authorized officer as of the \_\_\_\_th day of \_\_\_\_\_, 20\_\_.

FULLERTON SCHOOL DISTRICT  
(Guarantor)

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

Its: \_\_\_\_\_

**Gift and Corporate Guaranty Agreement**

This Gift and Corporate Guaranty Agreement (“Agreement”), effective as of \_\_\_\_\_, 20\_\_ (“Effective Date”), is made and entered into by and between the Beechwood School Foundation (“Donor”) and the Fullerton School District (“District”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

**RECITALS**

Donor wishes to make a charitable gift of 36 iPads to Beechwood School for the use and benefit of District students in the classroom.

Donor is entering into an agreement (“Lease”) with Apple, Inc., as detailed in Master Equipment Lease #426 dated July 31, 2013 and Equipment Schedule No. 426-055 thereto for the lease of the 36 iPads. Payment terms are as follows:

Equipment cost	\$150,985.00
E-Waste fee	945.00
Taxes	<u>12,078.80</u>
Total	\$164,008.80

To be paid in 5 semi-annual payments of \$34,187.50. First payment due January 1, 2014. Total lease term 36 months. Equipment purchase option at end of lease of \$1.00

Apple, Inc. has required, as a condition of its entering into the Lease with Donor, that a Corporate Guaranty Agreement be executed by the District and delivered to Apple, Inc.

The District desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

**AGREEMENT**

1. **Gift.** Donor hereby agrees to enter into the Lease with Apple Inc. Donor will gift to the District for the use and benefit of the District the 36 iPads obtained through the lease. The iPads will become the property of the District upon receipt by the District. Placement and use of the iPads is at the total discretion of the District.
2. **Guaranty Agreement.** The District agrees to execute the Corporate Guaranty Agreement with Apple, Inc.
3. **Payment of Lease.** Donor confirms to the District that lease payments will be made by the Foundation as scheduled.

4. **Non-payment of Lease.** If Donor is unable to make a scheduled lease payment, Donor will inform the District as soon as possible of the delinquency. In this case, District will make the scheduled payment and Donor will become a debtor of the District. Donor and District agree to enter into a new agreement whereby Donor will agree to a payment schedule to District to pay off debt owed to District.
  
5. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
  
6. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
  
7. **Board of Trustees Approval.** This Agreement is subject to the approval by the Board and this Agreement will not be effective unless and until approved by the Board.

ACCEPTED AND AGREED TO:

BEECHWOOD SCHOOL FOUNDATION

BOARD OF TRUSTEES OF THE  
FULLERTON SCHOOL DISTRICT

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

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

Name \_\_\_\_\_  
President

Name: Susan Cross Hume, CPA, CIA, CGMA  
Assistant Superintendent of Business