

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, September 24, 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

Vice President Meyer called Regular meeting of Fullerton School District Board of Trustees to order at 5:33 p.m., and Hilda Sugarman, led the pledge of allegiance.

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

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:34 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

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

The Board returned to Open Session at 6:07 p.m. and Lauralyn Eschner led the pledge of allegiance to the flag.

Vice President Meyer reported the Board voted 4-0 to approve termination of an at-will employee #5506 per Education Code 44954(a).

Introductions/ Recognitions

Mr. Miller, McCoy Mills Ford was unable to attend and this recognition will be held at a future Board Meeting.

Superintendent's Report

Dr. Pletka acknowledged Sue Albano and Denise Victoria for their superb presentation during the 5<sup>th</sup> Annual Closing the Latino Achievement Gap Summit on September 20, 2013. Their presentation labeled "Bridging the Opportunity Gap" had approximately 100 attendees.

Information from the Board of Trustees

Trustee Sugarman – She commented there are numerous resources that schools and sites can access to receive grant opportunities. She commented on consent agenda item #1b (proposed gift/donations). She shared Target offers a 5% give back program to sites. Trustee Sugarman shared there is an auto show being held on October 24<sup>th</sup> in which 100% of the ticket sales will be donated to three District foundations (Fullerton Technology Foundation, Fullerton Education Foundation, and All the Arts for All the Kids Foundation). When purchasing a ticket, it must be noted that it is in benefit of the Fullerton School District. She commented the All the Arts for All the Kids Art Auction will be held on November 2.

Trustee Thornley – She thanked Dr. Pletka for his presentation at the Neighbors United for Fullerton (NUFF) on September 23; Dr. George Giokaris, Fullerton High School District Superintendent, also spoke at this NUFF event.

Trustee Thompson – no report.

Trustee Meyer – She participated in the Rotary Jog-a-thon event (with TEAM FSD) on September 14; she spoke about social media to Principals during their Leaders in Innovation meeting. She attended the OCSBA Fiscal Update meeting discussing local control funding formula and common core standards. Trustee Meyer attended the ASB Leadership Conference hosted by Ladera Vista Junior High on September 24. She invited people to go visit the various locations around Fullerton displaying heart sculptures (participants must get their opportunity card stamped at all the locations displaying hearts to be eligible to enter the opportunity drawing).

President Berryman –not present at the Board meeting.

## Public Comments

No comments

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

PTA – no report.

FETA – Karla Turner- She reported FETA has been discussing the change from Metropolitan Employees Benefits Association (MEBA) to Self-Insured Schools of California (SISC) for health and welfare benefits. This change translates into the District moving from Anthem Blue Cross to Blue Shield for health insurance carriers (Kaiser health insurance remains the same). There will be two upcoming meetings where certificated staff can receive information and have their questions and concerns addressed. She shared that with the passage of Proposition 30, over the next seven years, schools and colleges will receive an influx of more money. She commented that art programs enhance the educational experience and Fullerton is fortunate to have arts be a fundamental part of student's experiences.

CSEA – Al Lacuesta – 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>

## Information Item

Dr. Pletka shared information regarding customer service surveys and the positive results the District received.

## Approve Minutes

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve the minutes of the Regular meeting of September 10, 2013.

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

### Consent Items

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve the consent items and pulling consent item #1h.

Regarding consent item #1h, Trustee Thompson shared that he felt the California Healthy Kids Survey was intrusive and he was not able to support it. It was then moved by Hilda Sugarman, seconded by Lynn Thornley and carried 3-1 (Trustee Thompson opposed).

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 H22B0006 through H22B0009, H22C0018 through H22C0024, H22D0175 through H22D0246, H22M0065 through H22M0076, H22R0193 through H22R0281, H22V0032 through H22V0039, and H22X0218 through H22X0248 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160137 through 160252 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 89407 through 89696 for the 2013/2014 school years.

1f. Approve/Ratify Nutrition Services warrants numbered 9847 through 9862 for the 2013/2014 school year.

1g. Approve out-of-state conference with Opal School Staff for Oregon's Statewide Inservice Day "Creating Learning Communities" on October 11, 2013, in Portland, Oregon, for Monique Bosse, Melissa Tovar, Amanda Klein and Vanessa Rosas.

1h. Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey system(Cal-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2013/2014 school year.

- 1i. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Charissa A. Powers, Certified Auditory-Verbal Therapist, for consultation services effective September 12, 2013 through June 30, 2014.
- 1j. Approve amended agreement between Fullerton School District and Dayle McIntosh Center For The Disabled for sign language interpreting services beginning September 25, 2013 through June 30, 2014.
- 1k. Approve/Ratify 2013/2014 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1l. Approve/Ratify Independent Contractor Agreements between Fullerton School District and Arleen Bates and Sobeida Velazquez for Early Intervention for School Success (EISS) Training on September 19 and 20, 2013 at Richman School.
- 1m. Approve/Ratify Nonpublic Agency (NPA) master contract between Fullerton School District and INVO Healthcare Associates for speech/language services from September 5, 2013 through June 30, 2014.
- 1n. Approve Lauralyn Eschner to attend mandatory out-of-state conference as part of the grant requirement for Project CREATE! in Washington, D.C., October 17-18, 2013.
- 1o. Adopt Resolutions numbered 13/14-B014 through 13/14-B017 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1p. Approve/Ratify Notice of Completion for A-1 Fence Company for Woodcrest Fencing: FSD-13-14-RD-01.
- 1q. Approve/Ratify Notice of Completion for R. Jensen Company, Inc., for Package 01: Acacia Elementary School Lunch Shelters, Ball Wall, and Modular Building Addition: FSD-13-14-DF-01.
- 1r. Approve/Ratify Notice of Completion for R. Jensen Company, Inc., 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.
- 1s. Approve/Ratify Notice of Completion for R. Jensen Company, Inc., 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.
- 1t. Approve/Ratify Change Order #1 for Terra Pave, Inc., for Paving Repairs at Various Schools, District Office, and Ancillary Work: FSD-13-14-DM-01, Bids "C" (Ladera Vista) and "D" (Nicolas).
- 1u. Approve/Ratify Notice of Completion for Terra Pave, Inc., for Paving Repairs at Various Schools, District Office, and Ancillary Work: FSD-13-14-DM-01, Bids "C" (Ladera Vista) and "D" (Nicolas).
- 1v. Approve Classified tuition reimbursement.
- 1w. Approve/Ratify Classified Personnel Report.
- 1x. Approve/Ratify Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Provision of Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services effective July 1, 2013 through June 30, 2014.

#### Public Hearing

Vice President Meyer conducted a public hearing at 6:41 p.m. to allow for public comment regarding the adoption of Resolution #13/14-07 to ensure the availability of textbooks and instructional materials and certification of provision of standards-aligned-instructional materials for 2013/2014. Hearing no comments, the public hearing was closed at 6:42 p.m.

#### Discussion/Action Items

- 2a. Adopt Resolution #13/14-07 to ensure availability of textbooks and instructional materials and certification of

provision of standards-aligned instructional materials for 2013/2014.

It was moved by Lynn Thornley, seconded by Chris Thompson, and carried 4-0 to adopt Resolution #13/14-07 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2013/2014.

2b. Approve agreement between the Fullerton School District and Fullerton Elementary Schools Management Association (FESMA) for 2013/2014.

Mark Douglas, Assistant Superintendent of Personnel Services, announced Discussion/Action item #2b was pulled from the agenda.

#### Administrative Reports

3a. Developer Fees Report

Susan Hume discussed with the Board the Developer Fees Report.

3b. Fullerton School District 2012/2013 STAR Results

Janet Morey, Assistant Superintendent of Educational Services, shared information regarding the District's 2012/2013 STAR Results. Sung Chi, Coordinator of Educational Services, presented a comprehensive report regarding the District's 2012/2013 STAR results.

3c. Review District partnership with Self-Insured Schools of California (SISC) for health and welfare benefits

Mark Douglas shared the District is transitioning from MEBA to SISC for health and welfare benefits.

3d. Review Fullerton Elementary Teachers Association's (FETA) intent to change health care providers effective January 1, 2014

Mark Douglas shared FETA's intent to change health care providers effective January 1, 2014.

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

No requests.

#### Adjournment

Vice President Meyer adjourned the Regular meeting on September 24, 2013 at 7:31 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, October 15, 2013  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

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

6:00 p.m. – Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session  
Boy Scouts Troop 292 and Cub Scouts Troop 292, Orangethorpe School

Public Comments/Persons Addressing the Board – Policy

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

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

Introductions/Recognitions

- Jim Miller, McCoy Mills Ford
- Nicolas Junior High School (recognition will be held at District Office Quad)
- Orangethorpe School Report

Public Comments

Superintendent’s Report

Information from the Board of Trustees

Presentation Item

- Fullerton School District Customer Service plan

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 September 24, 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 H22C0025 through H22C0035, H22D0247 through H22D0301, H22M0077 through H22M0080, H22R0282 through H22R0334, H22T0001, H22V0040 through H22V0044, and H22X0249 through H22X0265 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160253 through 160280 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 89697 through 89902 for the 2013/2014 school years.

1f. Approve/Ratify Nutrition Services warrants numbered 9863 through 9918 for the 2013/2014 school year.

1g. Approve/Ratify Change Order #1 for Universal Asphalt Co., Inc., for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.

1h. Approve/Ratify Notice of Completion for Universal Asphalt Co., Inc., for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.

1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2013 – September 30, 2013).

1j. Approve/Ratify Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Inside the Outdoors Field and School Programs effective September 1, 2013 through August 31, 2014.

1k. Approve Agreement with Camp High Trails for Outdoor Science School from October 16, 2013 through June 30, 2014.

1l. Approve Agreement with the Ocean Institute for Outdoor Science School from October 16, 2013 through June 30, 2014.

1m. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from October 16, 2013 through June 30, 2014.

1n. Approve Agreement with Pathfinder Ranch for Outdoor Science School from October 16, 2013 through June 30, 2014.

1o. Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 16, 2013 through May 9, 2014.

1p. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America to provide supplemental support services from October 16, 2013 through May 9, 2014.

1q. Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 16, 2013 through May 9, 2014.

1r. Approve/Ratify Three-Year Contract with Time Warner Cable to provide a 1Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective October 1, 2013 through September 30, 2016.

1s. Approve/ratify Independent Contractor Agreement between the Fullerton School District and Kimberly J. Hiddleson, M.A., CCC-SLP, LSLS, Certified Auditory-Verbal Therapist, for consultation services effective September 23, 2013 through June 30, 2014.

#### Discussion/Action Items

2a. Adopt Resolution #13/14-08 eliminating identified Classified positions effective December 23, 2013.

2b. Approve compensation and health and welfare adjustments for Fullerton School District's management group for 2013/2014.

2c. Approve Memorandum of Understanding (MOU) between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2013/2014.

2d. Approve Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2013/2014.

#### Discussion/Presentation Item

Assembly Bill 1266: Pupil Rights: sex-segregated school programs and activities

#### Administrative Report

3a. First Reading of Revised Board Policy 4360 (New Number 3350)

#### 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, November 12, 2013, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.



CONSENT ITEM

**DATE:** October 15, 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), psychologist intern(s), extra duty assignment(s), end of temporary assignment(s), and resignation(s) and leave(s) of absence and retirement(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON OCTOBER 15, 2013**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Cari Bailey	Substitute Teacher	Employ	100	09/16/2013
Philip Bustamante	Substitute Teacher	Employ	100	09/12/2013
Sami Cho	Substitute Teacher	Employ	100	09/09/2013
Jessica Garcia	Substitute Teacher	Employ	100	09/09/2013
Christy Jones	Substitute Teacher	Employ	100	09/10/2013
Tiffany Marx	Substitute Teacher	Employ	100	09/09/2013
Christina Peniche	Substitute Teacher	Employ	100	09/09/2013
Emily Reagan	Substitute Teacher	Employ	100	09/27/2013
Jeremy Reinbolt	Substitute Teacher	Employ	100	09/13/2013
Samantha Rickrode	Substitute Teacher	Employ	100	09/13/2013
Rosalie Roberts	Substitute Teacher	Employ	100	09/25/2013
Jessica Sedillo	Substitute Teacher	Employ	100	09/13/2013
Jessica Ventura	Substitute Teacher	Employ	100	09/11/2013
Itzuri Villa	Substitute Teacher	Employ	100	09/19/2013
Antoinette Vivian	Substitute Teacher	Employ	100	09/12/2013
Laura Isla	P.E. (20%)/Commonwealth	II/2	304	09/20/2013
Zara Raheem	Language Arts/Parks	II/1	100	09/17/2013
Richard Salazar	P.E. (50%)/Orangethorpe	IV/1	100	10/08/2013
Makothinimith San	3 <sup>rd</sup> Grade/Valencia Park	IV/6	100	09/03/2013
Michelle Vasiliadis	Kindergarten/Hermosa	II/1	100	09/23/2013

**PSYCHOLOGIST INTERN(S)**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Magdalena Torres	Stipend of \$7,999.40 from budget #511 for 148 days	10/01/13-05/30/14

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 15, 2013**

**EXTRA DUTY ASSIGNMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Kristi Hernandez	Teacher/Parks	Contract hourly rate of \$37.23 from #304 not to exceed 30 hours	07/01/13-08/06/13
Tara Peters	Speech/Student Support Services	Contract hourly rate of \$37.23 from #255 not to exceed 10 hours	06/25/13-08/08/13
Patricia Brambila	S.D.C./Student Support Services	Contract hourly rate of \$37.23 from #255 not to exceed 10 hours	08/01/13-08/07/13
Kyle Stava	Teacher/Fisler	Contract hourly rate of \$37.23 from #117 not to exceed 20 hours	06/15/13-08/07/13

**Raymond Leadership Meeting**

**Approve contractual hourly rate per FETA agreement for the number of hours indicated below, from budget #302, for attending the Raymond Leadership meeting on August 7, 2013 for the following certificated personnel:**

Judy Beleber (3 hours)	Eden Oeding (1.5 hours)
Mark Jacobs (3 hours)	Rosalie Stout (1.5 hours)
Vicki Lawhorn (3 hours)	Dalila Tirado (3 hours)
Christel Maiwald (3 hours)	Carol Watts (3 hours)

**Laguna Road Kindergarten Assessment and Orientation**

**Approve contractual hourly rate per FETA agreement, not to exceed 26 hours, effective July 30 through August 2, 2013, from budget #304 for kindergarten assessment and orientation for the following certificated personnel:**

Teresa Green	Brenda Lawson	Angela Platon
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**END OF TEMPORARY ASSIGNMENT**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
5506	Social Studies/Nicolas	End of Temp. Assignment	09/24/2013

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Robert Craven	Director II/Technology and Media Services	Resign	10/04/2013

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON OCTOBER 15, 2013**

**RESIGNATIONS AND LEAVE(S) OF ABSENCE AND RETIREMENT(S) - CONTINUED**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Connie Choi	1 <sup>st</sup> Grade (50%)/Laguna Road	Leave of Absence Correction	10/02/13-11/13/13
Tiffany Mumma	3 <sup>rd</sup> Grade/Acacia	Leave of Absence	10/02/13-10/11/13
Amy Sotolongo	Resource/Nicolas	Extend Leave of Absence	11/23/13-02/07/14
Gloria Mata	1 <sup>st</sup> Grade/Richman	Retire	10/04/13

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 15, 2013.

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Clerk/Secretary

CONSENT ITEM

**DATE:** October 15, 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: October 15, 2013***

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Acacia	Acacia School PTA		monetary donation	for the school	\$1,000.00
Acacia	Chevron	Community Partner	monetary donation	for the school	\$450.00
Acacia	Jamba Juice	Community Partner	monetary donation	for the school	\$30.00
Acacia	Lifetouch	Community Partner	monetary donation	for the school	\$368.28
Acacia	Wells Fargo	Community Partner	monetary donation	for the school	\$25.00
Beechwood	Ms. Jill Stecher	Parent	monetary donation	for the school	\$30.00
Beechwood	Target—Take Charge of Education	Community Partner	monetary donation	for the Science Olympiad Program	\$1,108.21
Beechwood	Western Digital Corporation	Parent	monetary donation	for the school	\$90.00
Fern Drive	Lifetouch	Community Partner	monetary donation	for the school	\$436.67
Fern Drive	Target—Take Charge of Education	Community Partner	monetary donation	for the school	\$1,516.03
Fisler	Fisler PTSA		monetary donation	for Staff Welcome Back	\$150.00
Fisler	John & Traci Cassady	Parents	6 LED outside lights	for the school	
Hermosa	Mr. Ismael Botello	Parent	monetary donation	for technology	\$65.00
Hermosa	Mrs. Tracy Berkley	Parent	monetary donation	for technology	\$65.00
Hermosa	Mrs. Lisa Chung	Parent	monetary donation	for technology	\$65.00
Hermosa	Mr. Salvador Gómez	Parent	monetary donation	for technology	\$65.00
Hermosa	Mr. Erick Hess	Parent	monetary donation	for technology	\$65.00
Hermosa	Mrs. Chrissy Lee	Parent	monetary donation	for technology	\$65.00
Hermosa	Mrs. Bertha Muñoz	Parent	monetary donation	for technology	\$65.00
Hermosa	Mrs. Teresa Ochoa	Parent	monetary donation	for technology	\$130.00
Hermosa	Mrs. Sunanda Pandey	Parent	monetary donation	for technology	\$35.00
Hermosa	Mrs. Jakelin Sánchez	Parent	monetary donation	for technology	\$35.00
Hermosa	Mrs. Vera Sun	Parent	monetary donation	for technology	\$65.00
Hermosa	Mrs. Paula Tiscareño	Parent	monetary donation	for technology	\$35.00
Ladera Vista J.H.	Lifetouch	Community Partner	monetary donation	for the school	\$734.03
Ladera Vista J.H.	Target—Take Charge of Education	Community Partner	monetary donation	for the school	\$217.22
Laguna Road	Target—Take Charge of Education	Community Partner	monetary donation	for the school	\$1,136.99

**FULLERTON SCHOOL DISTRICT**

*Gifts: October 15, 2013*

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Maple	Soroptimist Int'l of Fullerton	Community Partner	monetary donation	for Mustang Ladies	\$1,000.00
Maple	Target—Take Charge of Education	Community Partner	monetary donation	for supplies	\$93.41
Orangethorpe	McDonald's	Community Partner	monetary donation	for the school	\$954.72
Orangethorpe	Target—Take Charge of Education	Community Partner	monetary donation	for the school	\$360.66
Parks J.H.	ABC Optometry Corp.	Parent	monetary donation	for Vocal	\$100.00
Parks J.H.	Katherine Lay	Parent	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. Choi	Parents	monetary donation	for Band	\$75.00
Parks J.H.	Mr. & Mrs. Christopher Mitsch	Parents	monetary donation	for Vocal	\$100.00
Parks J.H.	Mr. & Mrs. Clifford Kim	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. Desai	Parents	monetary donation	for Band	\$100.00
Parks J.H.	Mr. & Mrs. Dowell	Parents	monetary donation	for Vocal	\$100.00
Parks J.H.	Mr. & Mrs. Eduardo Cruz	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. Eric Fu	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. John Carroll	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. John Kremer	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. John Moon	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. José Rodríguez	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. Kim	Parents	monetary donation	for Band	\$100.00
Parks J.H.	Mr. & Mrs. Kim Louie-Jeu	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. Kirk Shattuck	Parents	monetary donation	for Vocal	\$100.00
Parks J.H.	Mr. & Mrs. Kyung Jeon	Parents	monetary donation	for Band	\$100.00
Parks J.H.	Mr. & Mrs. Mark De Vroede	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. Michael Geringer	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. Mohan Mysore	Parents	monetary donation	for Vocal	\$100.00
Parks J.H.	Mr. & Mrs. Nguyen	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. Randall Clement	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. Ray Gaer	Parents	monetary donation	for Vocal	\$50.00

**FULLERTON SCHOOL DISTRICT**

***Gifts: October 15, 2013***

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Parks J.H.	Mr. & Mrs. Rodrigo Luna	Parents	monetary donation	for Vocal	\$60.00
Parks J.H.	Mr. & Mrs. Ryoo	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. Seungjoon Lim	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. & Mrs. Soo-Yeon Oh	Parents	monetary donation	for Band	\$100.00
Parks J.H.	Mr. & Mrs. Trimble	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. & Mrs. Yong Ho Kim	Parents	monetary donation	for the school	\$50.00
Parks J.H.	Mr. & Mrs. Young Kyung Kwon	Parents	monetary donation	for Vocal	\$100.00
Parks J.H.	Mr. & Mrs. Raúl Lemus	Parents	monetary donation	for Vocal	\$50.00
Parks J.H.	Mr. Jin Yong Yoo	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. Soo Hyun Park	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Mr. Sung Jae Kim	Parents	monetary donation	for Band	\$50.00
Parks J.H.	Ms. Suzanne McPhillips	Parent	monetary donation	for Vocal	\$50.00
Parks J.H.	Target—Take Charge of Education	Community Partner	monetary donation	for referee	\$332.97
Raymond	Target—Take Charge of Education	Community Partner	monetary donation	for the school	\$581.96
Rolling Hills	Target—Take Charge of Education	Community Partner	monetary donation	for the school	\$1,833.08
Rolling Hills	Wells Fargo	Community Partner	monetary donation	for the ACE Multi-age Program	\$115.38
Sunset Lane	Daniel & Johanna Cormier	Parents	monetary donation	for programs, classroom, fieldtrips, technology	\$1,000.00
Sunset Lane	Wells Fargo	Community Partner	monetary donation	for 2 <sup>nd</sup> , 3 <sup>rd</sup> , 5 <sup>th</sup> classrooms	\$499.98
Valencia Park	PTA		monetary donation	for field trips	\$1,640.00
Woodcrest	General YOUth Foundation	Community Partner	monetary donation	ChildObesity 180/ASAP	\$500.00
Fine Arts	McCoy Mills	Community Partner	monetary donation	All the Arts for All the Kids Program	\$1,000.00



CONSENT ITEM

**DATE:** October 15, 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 H22C0025 THROUGH H22C0035, H22D0247 THROUGH H22D0301, H22M0077 THROUGH H22M0080, H22R0282 THROUGH H22R0334, H22T0001, H22V0040 THROUGH H22V0044, AND H22X0249 THROUGH H22X0265 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 H22C0025 through H22C0035, H22D0247 through H22D0301, H22M0077 through H22M0080, H22R0282 through H22R0334, H22T0001, H22V0040 through H22V0044, and H22X0249 through H22X0265 for the 2013/2014 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/15/2013**

FROM 09/10/2013 TO 09/23/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0025	SOLUTION TREE LLC	1,258.00	1,258.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
H22C0026	CHILD EDUCATIONAL CENTER	3,250.00	3,250.00	1220652211 5210	Federal PreSchool Match Superv / Conferences and
H22C0027	CALIFORNIA MATH COUNCIL SOUTH	310.00	310.00	0109211109 5210	Sch Theme Resrch Instr Beechwd / Conferences and
H22C0028	SOLUTION TREE LLC	2,516.00	2,516.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
H22C0029	CASCWA	95.00	95.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
H22C0030	LRP PUBLICATIONS	250.00	250.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
H22C0032	ORANGE CNTY DEPARTMENT OF EDUC	2,250.00	2,250.00	1220652211 5210	Federal PreSchool Match Superv / Conferences and
H22C0033	CALIFORNIANS DEDICATED TO EDUC	1,120.00	560.00	0132952101 5210	Aftr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
			560.00	1208518101 5210	Childcare Instr Laguna Road / Conferences and Meetings
H22C0034	COMPUTER USING EDUCATORS INC	885.00	885.00	0132952101 5210	Aftr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
H22C0035	SCHOOL SERVICES OF CALIFORNIA	335.00	335.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
H22D0247	S&S WORLDWIDE INC	1,006.61	1,006.61	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
H22D0248	STAPLES 025724519	99.63	99.63	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
H22D0249	S&S WORLDWIDE INC	637.45	637.45	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
H22D0250	AMAZON.COM	198.68	198.68	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22D0251	HEINEMANN PUBLISHING	633.66	633.66	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0252	RISE EDUCATIONAL SERVICES	482.12	482.12	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22D0253	S&S WORLDWIDE INC	685.59	685.59	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
H22D0254	CAMPUZANO, ERIC	4,108.32	4,108.32	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
H22D0255	DICK BLICK ART MATERIALS	387.74	387.74	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22D0256	DISCOUNT SCHOOL SUPPLY	884.22	884.22	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
H22D0257	AMAZON.COM	297.19	297.19	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22D0258	AMAZON.COM	64.71	64.71	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
H22D0259	VIRCO MANUFACTURING	22.44	22.44	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies

**FULLERTON ELEMENTARY**  
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H22D0260	DIGITAL NETWORKS GROUP INC	1,105.00	1,105.00	0130411109 5640	Site Discr Instruction Beechwd / Repairs by Vendors
H22D0261	DIGITAL NETWORKS GROUP INC	2,210.00	2,210.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
H22D0262	SPELLINGCITY.COM INC	656.25	656.25	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22D0263	GOV CONNECTION	173.11	173.11	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D0264	DISCOUNT SCHOOL SUPPLY	373.03	373.03	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
H22D0265	AMAZON.COM	73.19	73.19	0130229107 4310	Econ Impact Aid PY Woodcrest / Materials and Supplies
H22D0266	LEARNING A TO Z	949.36	949.36	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22D0267	B AND H PHOTO VIDEO INC	172.76	172.76	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D0268	GLOBAL TRADEQUEST INC	258.12	258.12	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D0269	DAISY IT	135.00	135.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
H22D0270	DAISY IT	387.24	193.62	0130213101 4310	Econ Impact Aid Fern Drive / Materials and Supplies Instr
			193.62	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
H22D0271	DAISY IT	93.37	93.37	0130420179 4310	Special Ed Nicolas / Materials and Supplies Instr
H22D0272	DAISY IT	448.54	448.54	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
H22D0273	ANDERSON'S	252.32	252.32	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
H22D0274	CDW.G	43.86	43.86	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0275	DISCOUNT SCHOOL SUPPLY	267.70	267.70	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
H22D0276	S&S WORLDWIDE INC	109.63	109.63	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
H22D0277	DAISY IT	356.76	356.76	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
H22D0278	SIMCO FORMAL WEAR	1,551.23	1,551.23	0130417149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
H22D0279	SCHOLASTIC MAGAZINES	205.70	205.70	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22D0280	AMAZON.COM	145.77	145.77	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
H22D0281	BARRETT ROBINSON INC	538.10	538.10	0141555219 4350	Fine Arts Resource Discret / Materials and Supplies Office
H22D0282	LAKESHORE LEARNING	332.64	332.64	1220652101 4310	Federal PreSchool Match Instr / Materials and Supplies

**FULLERTON ELEMENTARY**  
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H22D0283	KAPLAN SCHOOL SUPPLY	908.66	908.66	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
H22D0284	KAPLAN SCHOOL SUPPLY	312.08	312.08	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
H22D0285	KAPLAN SCHOOL SUPPLY	908.66	908.66	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
H22D0286	KAPLAN SCHOOL SUPPLY	908.66	908.66	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
H22D0287	ANDERSON'S	334.59	334.59	0110330109 4310	Reimburse Fisler Discretionary / Materials and Supplies
H22D0288	OFFICE DEPOT BUSINESS SERVICE	125.15	125.15	1220652211 4350	Federal PreSchool Match Superv / Materials and Supplies
H22D0289	LEARNING A TO Z	746.43	746.43	0130230107 4310	Econ Impact Aid PY Fisler / Materials and Supplies Instr
H22D0290	SCHOLASTIC MAGAZINES	2,383.59	2,383.59	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
H22D0291	WHITE RHINO PROMOTIONAL SOLUTI	351.00	351.00	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
H22D0292	DEMCO INC	134.38	134.38	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0293	GOPHER SPORT	1,220.30	1,220.30	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
H22D0294	DEMCO INC	155.61	155.61	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
H22D0295	S&S WORLDWIDE INC	76.76	76.76	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22D0296	DISCOUNT SCHOOL SUPPLY	95.75	95.75	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22D0297	DICK BLICK ART MATERIALS	737.59	737.59	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22D0298	AMAZON.COM	62.78	62.78	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0299	CALLOWAY HOUSE INC	190.74	190.74	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0300	LAKESHORE LEARNING	1,954.42	1,954.42	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22D0301	SCHOOL SPECIALTY	118.97	118.97	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22M0077	DAVE BANG ASSOCIATES INC	432.00	432.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0078	COVENANT AIR SYSTEM	727.50	727.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0079	UNIVERSAL ASPHALT COMPANY	183,500.00	183,500.00	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
H22M0080	ADVTECH ENVIRONMENTAL INC	6,000.00	6,000.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22R0282	GST INC	29,211.94	29,211.94	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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H22R0283	MATH OLYMPIADS	198.00	198.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22R0284	MAHER, TAMARA	211.23	211.23	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22R0285	FULLERTON ARBORETUM	270.00	270.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
H22R0286	PREMIER EXHIBITION MANAGEMENT	2,259.00	2,259.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
H22R0287	DAISY IT	83.70	83.70	0153150759 4350	Warehouse DC / Materials and Supplies Office
H22R0288	OFFICE DEPOT BUSINESS SERVICE	663.57	663.57	0153150759 4350	Warehouse DC / Materials and Supplies Office
H22R0289	FELIX, HELEN	235.15	235.15	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
H22R0290	VETROVEC, STACY	166.76	166.76	0130420189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
H22R0291	CHOO, YAELAN	257.04	257.04	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
H22R0292	BARR, JULIA	149.43	149.43	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22R0293	FOLLETT SOFTWARE COMPANY	340.00	340.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22R0294	EYRE, GABRIELA	59.97	59.97	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
H22R0295	EYRE, GABRIELA	51.28	51.28	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Instr
H22R0296	ELWOOD, AMY	79.33	79.33	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
H22R0297	ANAHEIM, CITY OF	570.00	570.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
H22R0298	AMAZON.COM	37.05	37.05	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0299	APPLE COMPUTER INC.	170.64	170.64	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0300	DAISY IT	862.66	862.66	0130452219 4350	Central DiscrInstr Supervision / Materials and Supplies Offi
H22R0301	ASSOCIATION FOR SUPERVISION CUR	452.52	452.52	0140155239 4200	Curriculum Development Discret / Books Other Than
H22R0302	MARTINEZ, ANTHONY	46.28	46.28	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
H22R0303	MONTOYA, KRISTIN	257.75	257.75	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
H22R0304	APPLE COMPUTER INC.	12,369.60	12,369.60	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
H22R0305	STRICKER, MATT	60.64	60.64	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
H22R0306	SPANGLER, GARY	105.65	105.65	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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H22R0307	APPLE COMPUTER INC.	62.64	62.64	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0308	APPLE COMPUTER INC.	10,101.60	303.05	0111913101 6410	Phelps Grant Fern Drive / New Equip Less Than \$10,000
			707.11	0122413101 6410	Title III Limited Engl Fern / New Equip Less Than \$10,000
			3,232.51	0130213101 6410	Econ Impact Aid Fern Drive / New Equip Less Than
			5,858.93	0130413109 6410	Site Discr Instruction Fern Dr / New Equip Less Than
H22R0309	ASSOC OF CA SCHOOL ADMINISTRAT	300.00	300.00	0152657719 5210	Superintendent Discret / Conferences and Meetings
H22R0310	AMAZON.COM	453.60	453.60	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
H22R0311	CISNEROS, MARGARET	74.00	74.00	1231019101 5880	Preschool Instruction / Fingerprinting
H22R0312	COSGROVE, MARILEE	420.50	44.89	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			375.61	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
H22R0313	MOVIE LICENSING USA	6,694.00	6,694.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
H22R0314	GOV CONNECTION	78.73	17.17	0140155239 4310	Curriculum Development Discret / Materials and Supplies
			61.56	0140155239 4350	Curriculum Development Discret / Materials and Supplies
H22R0315	EXPLORELEARNING	17,955.00	17,955.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
H22R0316	DICK BLICK ART MATERIALS	43.67	43.67	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
H22R0317	PEARSON ASSESSMENT INC	11,138.40	11,138.40	0111555103 4310	Gifted and Talented Education / Materials and Supplies
H22R0318	MATH OLYMPIADS	99.00	99.00	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
H22R0319	KNOTT'S BERRY FARM	792.00	792.00	0111610101 5850	Donation Instr Acacia / Admission Fees
H22R0320	AEROMARK	12.15	12.15	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
H22R0321	APPLE COMPUTER INC.	8,526.00	8,526.00	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
H22R0322	AMAZON.COM	126.40	126.40	0152055779 4350	Education Services Discret / Materials and Supplies Office
H22R0323	HOME DEPOT, THE	1,046.59	1,046.59	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
H22R0324	GENERAL BINDING CORP	468.00	468.00	0130426109 5640	Site Discr Instruction Rolling / Repairs by Vendors
H22R0325	WESTERN PSYCHOLOGICAL SERVICES	434.24	217.12	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
			217.12	0151154321 4315	Psychological Services / Materials Test Kits Protocols

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/15/2013**

FROM 09/10/2013 TO 09/23/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R0326	PRO ED	637.20	637.20	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0327	SMITH, PATRICIA	330.60	330.60	0152258749 5885	Personnel Commission Discret / Classified Employees
H22R0328	PRO ED	29.50	29.50	0125354101 4310	Sp Ed Section 619 Instruction / Materials and Supplies Instr
H22R0329	LINGUI SYSTEMS INC	153.26	153.26	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0330	LINGUI SYSTEMS INC	97.15	97.15	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0331	LINGUI SYSTEMS INC	114.33	114.33	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0332	SPEECH CORNER	190.54	190.54	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0333	PEARSON ASSESSMENT INC	75.73	75.73	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22R0334	PEARSON ASSESSMENT INC	944.52	944.52	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
H22T0001	PINNACLE RADIO INC	216.00	216.00	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
H22V0040	TROXELL COMMUNICATIONS	1,289.52	1,289.52	0130411109 6410	Site Discr Instruction Beechwd / New Equip Less Than
H22V0041	TROXELL COMMUNICATIONS	8,363.52	6,563.52	0130230107 6410	Econ Impact Aid PY Fisler / New Equip Less Than \$10,000
			1,800.00	0130430109 6410	Site Discr Instruction Fisler / New Equip Less Than
H22V0042	TROXELL COMMUNICATIONS	3,462.48	3,462.48	0111921101 6410	Phelps grant Orangethorpe / New Equip Less Than \$10,000
H22V0043	TROXELL COMMUNICATIONS	819.72	819.72	0111921101 6410	Phelps grant Orangethorpe / New Equip Less Than \$10,000
H22V0044	APPLE COMPUTER INC.	21,047.44	98.00	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
			2,697.84	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
			7,364.40	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
			10,887.20	0130423109 6410	Site Discr Instruction Parks / New Equip Less Than
H22X0249	YORK INSURANCE SERVICES GROUP	35,000.00	35,000.00	6852458741 5805	Workers Comp Admin / Consultants
H22X0250	COSTCO WHOLESALE	2,000.00	2,000.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22X0251	STATER BROS	500.00	500.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22X0252	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22X0253	BELLFLOWER MUSIC CENTER	500.00	500.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
H22X0254	DEMSEY FILLIGER AND ASSOCIATES	4,500.00	4,500.00	0153050799 5805	Business Administration DC / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/15/2013**

FROM 09/10/2013 TO 09/23/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22X0255	JONES, DALE	6,250.00	6,250.00	0125852101 5805	Project CREATE Instruction / Consultants
H22X0256	KEMP, ANDREW	5,000.00	5,000.00	0125852101 5805	Project CREATE Instruction / Consultants
H22X0257	RISE EDUCATIONAL SERVICES	26,000.00	26,000.00	0130221107 4310	Econ Impact Aid PY Orangethorp / Materials and Supplies
H22X0258	COSTCO WHOLESALE	600.00	600.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22X0259	AT&T MOBILITY	2,000.00	2,000.00	0130421829 5900	Site Discr Operations Orangeth / Communications
H22X0260	STATE OF CALIFORNIA	8,000.00	8,000.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
H22X0261	FULLERTON ELEMENTARY TEACHERS	1,500.00	1,500.00	0152151749 5899	Personnel Serv Certificated DC / Other Expenses
H22X0262	BARNES AND NOBLE INC	300.00	300.00	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22X0263	WESTERN YOUTH SERVICES	80,000.00	16,000.00	0121221181 5866	Title I Orangethorpe NPS / Nonpublic Agency Services
			16,000.00	0121228101 5866	Title I Valencia Park / Nonpublic Agency Services
			48,000.00	0150454101 5866	Sp Ed Mental Hlth Supp Instr / Nonpublic Agency Services
H22X0264	CM SCHOOL SUPPLY COMPANY	400.00	400.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
H22X0265	FIRST EVANGELICAL FREE CHURCH	5,000.00	5,000.00	0152055779 5805	Education Services Discret / Consultants
	<b>Fund 01 Total:</b>	<b>313,235.92</b>			
	<b>Fund 12 Total:</b>	<b>27,582.96</b>			
	<b>Fund 40 Total:</b>	<b>183,500.00</b>			
	<b>Fund 68 Total:</b>	<b>35,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>559,318.88</b>			



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **10/15/2013**

FROM 09/10/2013 TO 09/23/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22M0008	TERRA PAVE INC	94,274.00	-24,341.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0009	UNIVERSAL ASPHALT COMPANY	79,080.00	+13,480.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0034	MTGL INC	10,977.00	+4,292.00	2567110859 5805	Facilities Improvement Acacia / Consultants
			+801.00	2567111859 5805	Facilities Improvement Beechwd / Consultants
			+1,238.00	2567112859 5805	Facilities Improvement CW / Consultants
			+742.00	2567113859 5805	Facilities Improvement Fern / Consultants
			+756.00	2567115859 5805	Facilities Improvement Golden / Consultants
			+970.00	2567118859 5805	Facilities Improvement Laguna / Consultants
			+2,178.00	2567128859 5805	FacilitiesImprovement Valencia / Consultants
			-5,000.00	2567150859 5805	Facilities Improvement Central / Consultants
H22M0073	ORTIZ TRACTOR SERVICE	5,140.00	+3,330.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22S0004	LIBERTY PAPER	20,763.22	+242.36	0100000000 9320	Unrestricted / Stores
H22V0010	JENSEN COMPANY, R	102,446.55	+4,146.55	2567110859 6200	Facilities Improvement Acacia / Buildings and Improve of
H22V0011	JENSEN COMPANY, R	121,458.31	+2,458.31	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
H22V0012	JENSEN COMPANY, R	117,240.90	+9,240.90	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
H22X0010	SOUTHWEST SCHOOL SUPPLY	6,000.00	+3,000.00	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies Instr
H22X0017	SOUTHWEST SCHOOL SUPPLY	2,204.00	+204.00	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
H22X0226	IMAGE SOURCE	201,756.00	+2,962.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			+4,227.00	0121228101 5640	Title I Valencia Park / Repairs by Vendors
			+1,242.00	0130410109 5640	Site Discretionary Inst Acacia / Repairs by Vendors
			+2,415.00	0130411109 5640	Site Discr Instruction Beechwd / Repairs by Vendors
			+1,429.00	0130412109 5640	Site Discr Instr Commonwealth / Repairs by Vendors
			+2,141.00	0130413109 5640	Site Discr Instruction Fern Dr / Repairs by Vendors
			+3,459.00	0130415109 5640	Site Discr Instruction Golden / Repairs by Vendors

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **10/15/2013**

FROM 09/10/2013 TO 09/23/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
			+2,635.00	0130416109 5640	Site Discr Instruction Hermosa / Repairs by Vendors
			+18,095.00	0130417109 5640	Site Discr Instruction Ladera / Repairs by Vendors
			+2,694.00	0130418109 5640	Site Discr Instr Laguna Road / Repairs by Vendors
			+1,809.00	0130419109 5640	Site Discr Instruction Maple / Repairs by Vendors
			+2,716.00	0130420109 5640	Site Discr Instruction Nicolas / Repairs by Vendors
			+3,626.00	0130422109 5640	Site Discr Instr Pacific Drive / Repairs by Vendors
			+2,315.00	0130423109 5640	Site Discr Instruction Parks / Repairs by Vendors
			+1,921.00	0130424109 5640	Site Discr Instruction Raymond / Repairs by Vendors
			+4,117.00	0130425109 5640	Site Discr Instruction Richman / Repairs by Vendors
			+1,948.00	0130426109 5640	Site Discr Instruction Rolling / Repairs by Vendors
			+3,622.00	0130427109 5640	Site Discr Instr Sunset Lane / Repairs by Vendors
			+2,081.00	0130429279 5640	Site Discr Admin Woodcrest / Repairs by Vendors
			+1,313.00	0130430109 5640	Site Discr Instruction Fislser / Repairs by Vendors
			-110.00	0134352103 5640	Community Based Engl TutorInst / Repairs by Vendors
			+513.00	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			-414.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
			-15,000.00	1030417109 5640	/ Repairs by Vendors
		<b>Fund 01 Total:</b>	<b>73,532.36</b>		
		<b>Fund 10 Total:</b>	<b>-285,000.00</b>		
		<b>Fund 25 Total:</b>	<b>21,822.76</b>		
		<b>Fund 40 Total:</b>	<b>-10,861.00</b>		
		<b>Total Amount of Change Orders:</b>	<b>69,494.12</b>		

**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**10/15/2013**

**FROM 09/10/2013 TO 09/23/2013**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0031	VINCENT FALL AND ASSOCIATES	89.00	89.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
H22D0033	SCHOOL DATEBOOKS INC	2,837.28	2,837.28	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
H22D0243	GOV CONNECTION	31.10	31.10	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>2,957.38</b>	<b>2,957.38</b>		
	<b>Total Amount of Purchase Orders:</b>	<b>2,957.38</b>	<b>2,957.38</b>		

CONSENT ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 160253 THROUGH 160280 FOR THE 2013/2014 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 10, 2013 through September 23, 2013, contains purchase orders numbered 160253 through 160280 for the 2013/2014 school year totaling \$57,928.21.

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 160253 through 160280 for the 2013/2014 school year.

SH:KT:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
09-10-13 through 09-23-13

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
NONE				
TOTAL OPEN PURCHASE ORDERS 0.00				
<b>Processed Food &amp; Commodity P.O.'s</b>				
NONE				
Total OPEN Purchase Orders (from this page )				\$ -
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				57,928.21
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 57,928.21</b>

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/10/2013 and 9/23/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
A & R Wholesale Distributors, Inc.	160255	9/11/2013	9/13/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80	case	7225	Cinnamon Roll, Whl Wht,Good Earth#70145 1W 36/cs	\$14.1800	\$1,134.40	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,134.40
					Vendor Total:	\$1,134.40
Gold Star Foods Inc.	160253	9/10/2013	9/13/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	58002	Sausage Link,120Ser/cs 2 per serv., GS#401388	\$24.0600	\$120.30	
					Sales Tax:	\$0.00
					P.O. Total:	\$120.30
Gold Star Foods Inc.	160254	9/10/2013	9/13/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	each	1	GS 202000 Dried Thyme 12/9 oz	\$2.8400	\$2.84	
2	each	2	GS 202030 chili powder 5#	\$18.7200	\$37.44	
					Sales Tax:	\$0.00
					P.O. Total:	\$40.28
Gold Star Foods Inc.	160263	9/16/2013	10/11/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	57002	Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398	\$18.8800	\$755.20	
21	cs	56026	Turkey Preckd Grnd, JennieO 4/7#/cs (D), GS#400986	\$42.8800	\$900.48	
58	cs	4351	Syrup, Maple #202352 100/1.5/cs	\$7.5600	\$438.48	
47	case	58002	Sausage Link,120Ser/cs 2 per serv., GS#401388	\$24.0600	\$1,130.82	
83	case	30346	Waffles,Mini Cinn GS# Eggo Kellogs 72 ct	\$30.7300	\$2,550.59	
41	case	55019	Chicken Nugget, WG Tyson GS#401628 144ct	\$35.4700	\$1,454.27	
30	case	11049	Raisins, Caltropic, #202545 144/1.5oz.	\$28.1300	\$843.90	
5	case	4013	Onion Dehydrated, Pacific Spice #202002 15#	\$36.9000	\$184.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$8,258.24
Gold Star Foods Inc.	160264	9/16/2013	10/11/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	1	GS 201070 diced tomatoes	\$24.9500	\$174.65	
57	case	2	GS 133779 Bread Bowl 90 count	\$31.6500	\$1,804.05	
4	case	3	GS 401460 Tomato Paste	\$31.8600	\$127.44	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,106.14
Gold Star Foods Inc.	160266	9/20/2013	10/18/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
56	case	1	GS 403365 Mini chicken tacos 99 srv/per	\$65.5300	\$3,669.68	
111	case	2	GS 401804 Beef Taco Stick 50 srv/per	\$30.3000	\$3,363.30	
75	case	3	GS 401819 chili cheese dog	\$50.9000	\$3,817.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$10,850.48
Gold Star Foods Inc.	160272	9/20/2013	10/18/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
41	case	55007	Chicken Patty WG Tyson ,1 44 , GS#401626	\$39.5600	\$1,621.96	
15	cs	4242	Sauce, Marinara, Packer #401456 Red Gold 6/10#	\$26.0900	\$391.35	
20	cs	56026	Turkey Preckd Grnd, JennieO 4/7#/cs (D), GS#400986	\$42.8800	\$857.60	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/10/2013 and 9/23/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160272	9/20/2013	10/18/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
40	case	30347	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case		\$21.5300	\$861.20	
6	case	59501	Cheese cheddar shred RF RS, LOL #25104 5#		\$24.6000	\$147.60	
69	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356		\$51.1000	\$3,525.90	
22	case	56702	Chicken,Mndrn Ornge,GS#401779,35#cs,Lings#11101-8		\$110.3800	\$2,428.36	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$9,833.97
Gold Star Foods Inc.	160273	9/20/2013	10/25/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
41	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984		\$64.0800	\$2,627.28	
15	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184		\$40.6100	\$609.15	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,236.43
Gold Star Foods Inc.	160275	9/20/2013	10/11/2013				<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	4236	Sauce,Spghitti Mix#202925 Foothill Farms 6/11.25oz.		\$16.6900	\$166.90	
1	EA	4017	Black Pepper, Pacific Spice #202016 5#		\$40.7800	\$40.78	
21	case	30015	Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498		\$16.9100	\$355.11	
32	case	30348	Biscuit,GS#10018 Buttermilk Bridgford#6180 60/2oz		\$14.8300	\$474.56	
8	case	59033	PizzaBrkfstSausage,IW,WG,GS#133958,100/cs,MF#78964		\$48.7300	\$389.84	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,427.19
						<b>Vendor Total:</b>	\$35,873.03
							^
P & R Paper Supply Company, Inc.	160276	9/20/2013	10/8/2013				<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	case	88101	Napkin Compact Nibrol #SCA-S32681 lo-fold 8M/case		\$30.3400	\$30.34	
10	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$8.8000	\$88.00	
3	case	87203	Foil 12x10 3/4 PotatoWrap Reynolds #721 6/500/cs		\$82.8800	\$248.64	
6	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA 11807		\$35.8000	\$214.80	
12	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case		\$6.8000	\$81.60	
8	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$23.9500	\$191.60	
						<b>Sales Tax:</b>	\$17.18
						<b>P.O. Total:</b>	\$872.16
						<b>Vendor Total:</b>	\$872.16
							^
Form Plastics	160278	9/20/2013	10/14/2013				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
152	case	86213	Tray 3 1/2x3 1/2, 2000/case Part#5010-128500		\$35.9200	\$5,459.84	
5	case	87001	Film 6 13/16 97465100DP985CV HT 2rolls/cs		\$595.7100	\$2,978.55	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$8,438.39
						<b>Vendor Total:</b>	\$8,438.39
							^

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/10/2013 and 9/23/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Industrial Electric	160280	9/20/2013	9/20/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Repair	\$300.0000	\$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.	160257	9/12/2013	9/18/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.	\$36.2500	\$290.00	
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case	\$31.9600	\$1,917.60	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,207.60
U.S. Foodservice, Inc.	160265	9/20/2013	10/2/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	case	7001	Cracker, Saltines Unsalted Nabisco 2pk 500 ct	\$11.3800	\$170.70	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$170.70
U.S. Foodservice, Inc.	160274	9/20/2013	10/16/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	case	7682	Cookie, Choc Belly Bear, Whole Grn J&J 200's	\$24.5000	\$735.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$735.00
U.S. Foodservice, Inc.	160277	9/20/2013	10/9/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	11038	Pineapple Tidbits #162400 Jackpot 6/#10/case	\$21.8500	\$87.40	
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case	\$31.9600	\$1,917.60	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,005.00
U.S. Foodservice, Inc.	160279	9/20/2013	10/2/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
360	case	3100	Milk Chocolate, FatFree, Moo Mates#4951927 27/cs	\$8.5500	\$3,078.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,078.00
					<b>Vendor Total:</b>	\$8,196.30
						^
Gov Connection	160256	9/11/2013	9/20/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	EA	13105021	Dell Monitor, Flat WS 24" U2412M #469-1137	\$288.0000	\$288.00	
1	EA	1	State Environmental Fee	\$4.0000	\$4.00	
					<b>Sales Tax:</b>	\$23.04
					<b>P.O. Total:</b>	\$315.04
					<b>Vendor Total:</b>	\$315.04
						^



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/10/2013 and 9/23/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160258	9/13/2013	9/16/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$79.50	
2	BG	999203	Broccoli Florets 5#/bag	\$6.7500	\$13.50	
6	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$121.50	
2	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$5.90	
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80	
2	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$39.70	
4	EA	999005	Cilantro, 1BU/EA	\$0.3500	\$1.40	
3	EA	999010	Lettuce, Romaine EA	\$0.9560	\$2.87	
1	LB	999246	Onions, Red Jumbo 1LB	\$0.6860	\$0.69	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$276.85
Sunrise Produce Company	160259	9/13/2013	9/17/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	BG	999203	Broccoli Florets 5#/bag	\$6.7500	\$6.75	
25	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$506.25	
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80	
3	LU	999127	Grapes, Red-LunchBunch 18#/LU	\$26.5000	\$79.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$604.30
Sunrise Produce Company	160260	9/13/2013	9/18/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	CS	999133	Apple, Gold Delicious XF 138ct CS	\$26.5000	\$265.00	
6	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$121.50	
4	CS	999121	Pear, Variety 150ct/CS	\$26.5000	\$106.00	
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80	
8	CS	999049	Nectarine, 70/80sz 25#/CS	\$20.2000	\$161.60	
37	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$758.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,424.40
Sunrise Produce Company	160261	9/13/2013	9/19/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95	
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80	
2	EA	999005	Cilantro, 1BU/EA	\$0.3500	\$0.70	
2	EA	999010	Lettuce, Romaine EA	\$1.0130	\$2.03	
2	LB	999246	Onions, Red Jumbo 1LB	\$0.7380	\$1.48	
2	LB	999115	Pepper, Chile Jalapeno LB	\$0.5500	\$1.10	
2	LB	999061	Tomato, Repack 5x6 1-lb	\$1.4210	\$2.84	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$22.89
Sunrise Produce Company	160262	9/13/2013	9/20/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$202.50	
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$205.45
Sunrise Produce Company	160267	9/20/2013	9/23/2013			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$53.00	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/10/2013 and 9/23/2013

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160267	9/20/2013	9/23/2013			<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>		\$53.00
Sunrise Produce Company	160268	9/20/2013	9/24/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Variety 138ct/CS		\$26.5000	\$53.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$53.00
Sunrise Produce Company	160269	9/20/2013	9/25/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Variety 138ct/CS		\$26.5000	\$53.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$53.00
Sunrise Produce Company	160270	9/20/2013	9/26/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Variety 138ct/CS		\$26.5000	\$53.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$53.00
Sunrise Produce Company	160271	9/20/2013	9/27/2013			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	CS	999030	Apple, Red Variety 138ct/CS		\$26.5000	\$53.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$53.00
<b>Vendor Total:</b>						\$2,798.89

GRAND TOTAL \$ 57,928.21

CONSENT ITEM

**DATE:** October 15, 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 89697 THROUGH 89902 FOR THE 2013/2014 SCHOOL YEARS

Background: Board approval is requested for warrants numbered 89697 through 89902 for the 2013/2014 school years totaling \$1,228,101.55. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$791,646.91
12 Child Development	13,747.65
14 Deferred Maintenance	72,019.50
25 Capital Facilities	93,621.80
40 Special Reserve	246,081.00
68 Workers' Compensation	10,000.00
81 Property/Liability Insurance	984.69
Total	\$1,228,101.55

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 89697 through 89902 for the 2013/2014 school years.

SH:SM:gs

CONSENT ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9863 THROUGH 9918 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 9863 through 9918 for the 2013/2014 school year. The total amount presented for approval is \$352,767.50.

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 9863 through 9918 for the 2013/2014 school year.

SH:KT:dlh

CONSENT ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Larry Lara, Director of Maintenance, Operations & Facilities  
**SUBJECT:** APPROVE/RATIFY CHANGE ORDER #1 FOR UNIVERSAL ASPHALT CO., INC., FOR PAVING REPAIRS AT NICOLAS JR. HIGH SCHOOL: FSD-13-14-DM-02

Background: On September 10, 2013, the Board of Trustees approved the award of a contract for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02 to Universal Asphalt Co., Inc.

The original contract scope of work has been modified by a reduction of \$75,000.00. Public Contract Code section 20118.4 (a) authorizes the change or alteration of a contract after a bid is awarded without further bidding if the cost does not exceed the bid limit, \$83,400.00 for maintenance repairs, or 10% of the original contract amount, whichever is greater.

Rationale: After the complete removal of the playground asphalt, the native soil was wet and unstable, unsuitable to pave over, requiring either soil removal and replacement or other stabilization work. When the project was bid, the soil stability had improved since its original exposed condition but still was not firm enough for paving. An allowance of \$75,000.00 was included in the bid in anticipation of additional soil stabilization work. Due to the prolonged high daily temperatures, by the time the project was awarded and work began, the soil was dry and firm enough to pave over without additional work. This change order is the credit for the unused allowance.

Funding: This project is funded from the Special Reserve Fund for Capital Outlay Projects (40). Change Order #1 is for the deductive amount of \$75,000.00. The new total of this contract is \$108,500.00.

Recommendation: Approve/Ratify Change Order #1 for Universal Asphalt Co., Inc., for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.

SH:LL:mm

CONSENT ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Larry Lara, Director, Maintenance, Operations and Facilities  
**SUBJECT:** APPROVE/RATIFY NOTICE OF COMPLETION FOR UNIVERSAL ASPHALT CO., INC., FOR PAVING REPAIRS AT NICOLAS JR. HIGH SCHOOL: FSD-13-14-DM-02

Background: On September 10, 2013, the Board of Trustees approved the award of a contract for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02, to Universal Asphalt Co., Inc. This project is now substantially complete.

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

Funding: The completed contract amount is \$108,500.00 from the Special Reserve Fund for Capital Outlay Projects (40).

Recommendation: Approve/Ratify Notice of Completion for Universal Asphalt Co., Inc., for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.

SH:LL:mm  
Attachment

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

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

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

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

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Nicolas Jr. High School, 1100 W. Olive Avenue, Fullerton, CA, 92833, the contract for the doing of which was heretofore entered into on the 10<sup>th</sup> day of September, 2013, which contract was made with Universal Asphalt of Santa Fe Springs, CA as contractor; that the work on said improvements was actually completed and accepted on the 15<sup>th</sup> day of October, 2013, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above named contractor is the Great American Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

By: \_\_\_\_\_  
Clerk of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Chris Thompson, proved to me on the basis of satisfactory evidence to be the person who before me, says: That he is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California is the owner of said property described in the foregoing notice; that he has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

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

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

CONSENT ITEM

**DATE:** October 15, 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 1 (JULY 1, 2013 - SEPTEMBER 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	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2013 – September 30, 2013).

MLD:nm  
 Attachment



## 2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

**District:** Fullerton School District

**Person completing this form:** Nina Mota

**Title:**

- |                                     |            |                                |                                       |
|-------------------------------------|------------|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 to September 30, 2013   | <b>Report due by October 31, 2013</b> |
| <input type="checkbox"/>            | Quarter #2 | October 1 to December 31, 2013 | <b>Report due by January 31, 2014</b> |
| <input type="checkbox"/>            | Quarter #3 | January 1 to March 31, 2014    | <b>Report due by April 30, 2014</b>   |
| <input type="checkbox"/>            | Quarter #4 | April 1 to June 30, 2014       | <b>Report due by July 31, 2014</b>    |

Date information will be reported publicly at governing board meeting: October 15, 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		
TOTALS	0		

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

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

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

**Please submit to:**

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

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**SUBJECT:** **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR INSIDE THE OUTDOORS FIELD AND SCHOOL PROGRAMS EFFECTIVE SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014**

Background: The Orange County Department of Education conducts an Inside the Outdoors Program at Caspers Park, Crystal Cove, Dana Point, Helena Modjeska House, Irvine Regional Park, Key Ranch, Modjeska Canyon, Mount San Antonio College (Mt. SAC), Rancho Sonado, Santiago Oaks, Shipley Nature Center, Upper Newport Bay, Wild Wetlands, and Traveling Scientist Program. Several grade level programs are offered including one-day field trips.

The County has requested that the Board approve these Agreements for the 2013/2014 school year. Acacia School (School Program) has submitted an "Intent to Participate" form to the County. Once the District has received approval to enter into the contract, other schools may be added to the program.

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

Rationale: Inside the Outdoors Field and School Programs allow students an opportunity to learn beyond the classroom in order to experience and interact with science and social science concepts in a real life context.

Funding: There is no cost to the District general fund. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve/Ratify Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Inside the Outdoors Field and School Programs effective September 1, 2013 through August 31, 2014.

JM:nm

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**SUBJECT:** APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FROM OCTOBER 16, 2013 THROUGH JUNE 30, 2014

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

Raymond and Rolling Hills have submitted a Request for Overnight Field Trip form to participate in activities at Camp High Trails. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School from October 16, 2013 through June 30, 2014.

JM:nm

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**SUBJECT:** APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FROM OCTOBER 16, 2013 THROUGH JUNE 30, 2014

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer* and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

Beechwood, Golden Hill, Hermosa Drive, Pacific Drive, and Rolling Hills have submitted a Request for Overnight Field Trip form to participate in activities at Ocean Institute. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Ocean Institute for Outdoor Science School from October 16, 2013 through June 30, 2014.

JM:nm

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**SUBJECT:** **APPROVE AGREEMENT WITH THE ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA – DBA IRVINE RANCH OUTDOOR EDUCATION CENTER (IROEC) FOR OUTDOOR SCIENCE SCHOOL FROM OCTOBER 16, 2013 THROUGH JUNE 30, 2014**

Background: Irvine Ranch Outdoor Education Center (IROEC) conducts an overnight Outdoor Science and Environmental Education program at its location in Orange, and is accessible through Irvine Regional Park. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Irvine Ranch Outdoor Education Center. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as IROEC.

Acacia and Fisler Schools have submitted a Request for Overnight Field Trip form to participate in activities at IROEC. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as IROEC, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from October 16, 2013 through June 30, 2014.

JM:nm

CONSENT ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL FROM OCTOBER 16, 2013 THROUGH JUNE 30, 2014

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Pathfinder Ranch has been approved by ASCIP and Risk Management.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Pathfinder Ranch.

Valencia Park School has submitted a Request for Overnight Field Trip form to participate in activities at Pathfinder Ranch. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Pathfinder Ranch, offer an integrated, educational program that provides standards-based learning experiences in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Pathfinder Ranch for Outdoor Science School from October 16, 2013 through June 30, 2014.

JM:nm

CONSENT ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Susan Albano, Director, Educational Services  
**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND LEARNING PARTNERS INC., DBA SYLVAN LEARNING CENTER TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 16, 2013 THROUGH MAY 9, 2014**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Learning Partners Inc., dba Sylvan Learning Center is a State approved supplemental support provider. Learning Partners Inc., dba Sylvan Learning Center will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe, Pacific Drive, Raymond and Woodcrest Schools.

Funding: Not to exceed amount established by the California Department of Education at \$688.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 16, 2013 through May 9, 2014.

JM:SA:lc  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Learning Partners Inc., dba Sylvan Learning Center**, 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: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e) requires providers to obtain approval from the California Department of Education. Supplemental educational services shall be provided by Learning Partners Inc., dba Sylvan Learning Center at their location at 1539 South Harbor Blvd., Fullerton, CA 92832. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

**No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

(a) **Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP);**

(b) **Requires a description of how the student's parents will be regularly informed of the student's progress;**

(c) **Requires a provision for the termination of the Agreement if the provider is unable to meet the goals and timetables required;**

(d) **Requires provisions with respect to the making of payments to the provider by District;**

(e) **Prohibits the provider from disclosing to the public the identity of any**



**student eligible for, or receiving, supplemental educational services without the permission of the parent of such student.**

2. Term. Contractor shall commence providing services under this Agreement on **October 16, 2013**, and will diligently perform as required and complete performance by **May 9, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Six Hundred and Eighty Eight Dollars (\$688.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$43.00 per hour for a maximum of 16 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than May 16, 2014.** 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 uncopied 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. **Background Checks and Fingerprinting. CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

21. 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: Susan Albano

**CONTRACTOR:**

**Learning Partners Inc., dba Sylvan Learning Center**  
**1539 S. Harbor Blvd.**  
**Fullerton, CA 92833**  
**Attn: Armany Kojakehavan, Director**

22. 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.

23. 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.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF October 2013.

FULLERTON SCHOOL DISTRICT

**Learning Partners Inc., dba Sylvan Learning Center**

By:

By:

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

\_\_\_\_\_  
Armany Kojakehayan  
Director

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

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND PROFESSIONAL TUTORS OF AMERICA TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 16, 2013 THROUGH MAY 9, 2014**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Professional Tutors of America is a State approved supplemental support provider. Professional Tutors of America will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe, Pacific Drive, Raymond and Woodcrest Schools.

Funding: Not to exceed amount established by the California Department of Education at \$688.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America to provide supplemental support services from October 16, 2013 through May 9, 2014.

JM:SA:lc  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Professional Tutors of America** 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: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e) requires providers to obtain approval from the California Department of Education. Supplemental educational services shall be provided by Professional Tutors of America, Inc. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

**No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

(a) **Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP);**

(b) **Requires a description of how the student's parents will be regularly informed of the student's progress;**

(c) **Requires a provision for the termination of the Agreement if the provider is unable to meet the goals and timetables required;**

(d) **Requires provisions with respect to the making of payments to the provider by District;**

(e) **Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving, supplemental educational services without the**



**permission of the parent of such student.**

2. Term. Contractor shall commence providing services under this Agreement on **October 16, 2013**, and will diligently perform as required and complete performance by **May 9, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Six Hundred and Eighty Eight Dollars (\$688.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$68.00 per hour for a maximum of 10 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than May 16, 2014.** 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. **Background Checks and Fingerprinting**. **CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

21. 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: Susan Albano, Director

CONTRACTOR:  
**Professional Tutors of America**  
**3350 E. Birch Street**  
**Brea, CA 92821**  
**Attn: Robert Harraka, CEO**

22. 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.

23. 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.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF October 2013.

FULLERTON SCHOOL DISTRICT

**Professional Tutors of America**

By:

By:

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

\_\_\_\_\_  
Robert Harraka  
CEO

**On File**  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND TUTORING USA, INC., DBA CLUB Z! TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 16, 2013 THROUGH MAY 9, 2014**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Tutoring USA Inc., dba Club Z! is a State approved supplemental support provider. Tutoring USA Inc., dba Club Z! will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe, Pacific Drive, Raymond and Woodcrest Schools.

Funding: Not to exceed amount established by the California Department of Education at \$688.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 16, 2013 through May 9, 2014.

JM:SA:lc  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Tutoring USA Inc., dba CLUB Z!** 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: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e) requires providers to obtain approval from the California Department of Education. Supplemental educational services shall be provided by Tutoring USA Inc., dba CLUB Z! CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

**No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

(a) **Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP);**

(b) **Requires a description of how the student's parents will be regularly informed of the student's progress;**

(c) **Requires a provision for the termination of the Agreement if the provider is unable to meet the goals and timetables required;**

(d) **Requires provisions with respect to the making of payments to the provider by District;**

(e) **Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving, supplemental educational services without the**



**permission of the parent of such student.**

2. Term. Contractor shall commence providing services under this Agreement on **October 16, 2013**, and will diligently perform as required and complete performance by **May 9, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Six Hundred and Eighty Eight Dollars (\$688.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$50.00 per hour for a maximum of 14 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than May 16, 2014.** 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. **Background Checks and Fingerprinting**. **CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

21. 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: Susan Albano

**CONTRACTOR:**

**Tutoring USA, Inc. dba CLUB Z!**  
**8357 Petunia Way**  
**Buena Park, CA 90620**  
**Attn: Glenn P. Walker, President**

22. 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.

23. 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.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF October 2013.

FULLERTON SCHOOL DISTRICT

**Tutoring USA Inc., dba CLUB Z!**

By:

By:

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

\_\_\_\_\_  
Glenn P. Walker  
Director

**On File**  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**PREPARED BY:** Sam Ricchio, Assistant Director, Technology & Media Services

**SUBJECT:** **APPROVE/RATIFY THREE-YEAR CONTRACT WITH TIME WARNER CABLE TO PROVIDE A 1GBPS FIBER OPTIC CIRCUIT FROM THE FULLERTON SCHOOL DISTRICT OFFICE TO THE ORANGE COUNTY DEPARTMENT OF EDUCATION EFFECTIVE OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016**

Background: Fullerton School District currently contracts with AT&T for connectivity between the District Office and the Orange County Department of Education. The current connection is 100Mbps and is shared by all staff and students in order to access the Internet. The data connection is running at capacity most of the day and no longer meets the District's bandwidth needs.

Rationale: The Fullerton School District Office needs to maintain quality Internet connectivity for Districtwide use. This will also support teaching and learning with high-speed access to utilize educational content, with laptops, desktop computers and mobile devices. The District will be able to better serve our students by fully utilizing online resources. Currently, the District subscribes to Discovery Streaming, Haiku Learning Management System, Pearson SuccessMaker and ExploreLearning, all of which cannot be fully used due to slow connections.

Funding: The estimated monthly cost before E-Rate and California Teleconnect Fund (CTF) discounts is \$4,000.00 and will be paid from the Technology & Media Services budget (409).

Recommendation: Approve/Ratify Three-Year Contract with Time Warner Cable to provide a 1Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective October 1, 2013 through September 30, 2016.

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Attachment

Account Executive: Rosa Hernandez  
 Phone: (562) 677-0226 ext:  
 Cell Phone: (714) 715-3560  
 Fax: (704) 697-4962  
 Email: rosa.hernandez@twcable.com

<b>Business Name</b>	Fullerton School District	<b>Customer Type:</b>
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
*****1405		
<b>Billing Address</b>	<b>Account Number</b>	
1401 W Valencia Dr Fullerton CA 92833		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Sam Ricchio	(714) 447-7478	sam_ricchio@fsd.k12.ca.us
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Sam Ricchio	(714) 447-7478	sam_ricchio@fsd.k12.ca.us
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>

<b>Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 1401 W Valencia Dr P2P Fullerton CA 92833</b>				
<b>Site Name</b>	<b>Address Location</b>	<b>Location Type</b>	<b>Bandwidth</b>	<b>Customer Requested Due Date</b>
Main	1401 W Valencia Dr Fullerton, CA 92833		1Gig point to point	

<b>Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 200 Kalmus Dr PTP Costa Mesa CA 92626</b>				
<b>Site Name</b>	<b>Address Location</b>	<b>Location Type</b>	<b>Bandwidth</b>	<b>Customer Requested Due Date</b>
	200 Kalmus Dr Costa Mesa, CA 92626		1Gig point to point	

<b>New and Revised Services and Monthly Charges At 200 Kalmus Dr Unit PTP, Costa Mesa CA 92626</b>				
<b>Description</b>	<b>Quantity</b>	<b>Sales Price</b>	<b>Monthly Recurring Total</b>	<b>Contract Term</b>
BCF Fiber Metro E Intrastate	1	\$0.00	\$0.00	36 Months
<b>*Total</b>			<b>\$0.00</b>	
*Prices do not include taxes and fees.				



New and Revised Services and Monthly Charges At 1401 W Valencia Dr Unit P2P, Fullerton CA 92833				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
BCF Fiber Metro E Intrastate	1	\$4,000.00	\$4,000.00	36 Months
<b>*Total</b>			<b>\$4,000.00</b>	
*Prices do not include taxes and fees.				

**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
Authorized Signature for Time Warner Cable

\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



## Service Agreement

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

### Time Warner Cable Information

Street:	Contact:
City:	Telephone: ext:
State:	Facsimile:
Zip Code:	

### Customer Information

Customer Name (Exact Legal Name):			Federal ID No:	
Billing Address:	Suite:	City:	State:	Zip Code:
Billing Contact Name:	Phone:		E-mail:	
Authorized Contact Name:	Phone:		E-mail:	

### Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

#### Electronic Signature Disclosure

Authorized Signature for	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date:

CONSENT ITEM

**DATE:** October 15, 2013

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

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

**PREPARED BY:** Deanna Scott, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND KIMBERLY J. HIDDLESON, M.A., CCC-SLP, LSLs, CERTIFIED AUDITORY-VERBAL THERAPIST, FOR CONSULTATION SERVICES EFFECTIVE SEPTEMBER 23, 2013 THROUGH JUNE 30, 2014**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs. The independent contractor provides assessment and consultation for determining the auditory and verbal needs of the students with disabilities to perform functions that might otherwise be difficult or impossible.

Rate information is as follows:

Assessment	\$150 per hour
Auditory-Verbal Therapy	\$150 per hour
Consultation	\$150 per hour
IEP Attendance	\$150 per hour

Rationale: Auditory-verbal assessment and consultation is needed to determine the appropriate support for student IEPs in the area of severe communication disabilities.

Funding: Total cost of this contract is not to exceed \$10,000.00 and is to be paid from budget number 0171054101-5805.

Recommendation: Approve/ratify Independent Contractor Agreement between the Fullerton School District and Kimberly J. Hiddleson, M.A., CCC-SLP, LSLs, Certified Auditory-Verbal Therapist, for consultation services effective September 23, 2013 through June 30, 2014.

JM:DS:vh  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Kimberly J. Hiddleston, M.A., CCC-SLP, LSLs, Certified Auditory-Verbal Therapist** 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: **Provide assessment and consultation services for determining auditory and verbal needs of students with disabilities in the District.**

2. Term. Contractor shall commence providing services under this Agreement on **September 23, 2013** and will diligently perform as required and complete performance by **June 30, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ten Thousand dollars (\$10,000.00)**. **Payment shall be made at the rate of One Hundred Fifty dollars (\$150.00) per hour for assessment, One Hundred Fifty dollars (\$150.00) per hour for auditory-verbal therapy, One Hundred Fifty dollars (\$150.00) per hour for consultation, One Hundred Fifty dollars (\$150.00) per hour for IEP attendance.** Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

applicable.

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

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

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

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

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

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability,



gender, marital status or age of such persons.

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

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

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

**DISTRICT:**  
**Fullerton School District**  
**1401 W. Valencia Drive**  
**Fullerton, CA 92833**  
**Attn: Kolbe Khong**

**CONTRACTOR:**  
**Kimberly J. Hiddleson, M.A., CCC-SLP,**  
**LSLS, Certified AVT**  
**901 Dove Street, Suite 280**  
**Newport Beach, CA 92660**

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 16<sup>th</sup> Day of October 2013.

Fullerton School District  
By:

Kimberly Hiddleston  
By:

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

\_\_\_\_\_  
Kimberly Hiddleston, M.A., CCC-SLP, LSLS  
Certified Auditory-Verbal Therapist

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

DISCUSSION/ACTION ITEM

**DATE:** October 15, 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:** **ADOPT RESOLUTION #13/14-08 ELIMINATING IDENTIFIED CLASSIFIED POSITIONS EFFECTIVE DECEMBER 23, 2013**

Background: The formal layoff process, which begins with Board adoption of a resolution, is a traditional process that allows for staffing flexibility as funding sources and/or job tasks are eliminated, reduced, or transferred. Although Education Code 45114 requires adherence to this formal resolution and classified employee notification process, employees identified for layoff are usually transferred into comparable open positions if possible. If an employee is not placed in a comparable open position, he/she is allowed to exercise bumping rights, if applicable, and/or be placed on a 39-month reemployment list. If the employee agrees to be placed into a position with fewer hours or take a voluntary demotion, an additional 24 months of reemployment rights are provided.

The Board of Trustees must approve a resolution of layoff prior to the implementation of staffing recommendations. Employee notification, and alternative placement, if applicable, will be made following Board approval. The positions identified for elimination are listed on the attached Resolution No. #13/14-08 Resolution for Eliminating Identified Classified Positions.

Rationale: A proposed elimination in identified Classified positions require this formal action.

Funding: Not applicable.

Recommendation: Adopt Resolution #13/14-08 eliminating identified Classified positions effective December 23, 2013.

MLD:CL:ph  
Attachment

**FULLERTON SCHOOL DISTRICT  
OCTOBER 15, 2013  
RESOLUTION NO. #13/14-08**

**RESOLUTION FOR ELIMINATING CLASSIFIED POSITIONS**

WHEREAS, due to lack of work, the Board of Trustees hereby finds that it is in the best interest of the Fullerton School District that as of December 23, 2013, the following positions be reduced or eliminated due to lack of work:

2 – Instructional Assistant/Bilingual-Biliterate-Pacific Drive (3.50 and 3.75 hours/day)

NOW, THEREFORE, BE IT RESOLVED that as of December 23, 2013, two classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent is authorized and directed to give notice of layoff of the position and of bumping rights to the affected classified employees of the District, if any.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on this 15<sup>th</sup> day of October 2013.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT

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

BY: \_\_\_\_\_  
Beverly Berryman, President, Board of Trustees

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

BY: \_\_\_\_\_  
Dr. Robert Pletka, Superintendent

DISCUSSION/ACTION ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE COMPENSATION AND HEALTH AND WELFARE  
ADJUSTMENTS FOR FULLERTON SCHOOL DISTRICT'S MANAGEMENT  
GROUP FOR 2013/2014**

Background: The Superintendent recommends that health and welfare benefits for the District's management group be covered by Self-Insured Schools of California (SISC) with a District cap of \$16,600, and a 3% cost of living increase for all management employees (certificated, classified and confidential) retroactive to July 1, 2013. It is also noted that the superintendent and assistant superintendents, by contract, receive the same adjustments in health and welfare and cost of living adjustments as the management group.

The District has shared with its management group the tentative agreements with Fullerton Elementary Teachers Association (FETA) and California School Employees Association (CSEA) Chapter #130. These agreements also include health and welfare coverage by SISC and the same cost of living adjustment noted above.

Rationale: Recommendation by the Superintendent for adjustment in compensation and health and welfare benefits that affect the management group must be ratified by the Board of Trustees.

Funding: General Fund.

Recommendation: Approve compensation and health and welfare adjustments for Fullerton School District's management group for 2013/2014.

MLD:nm

DISCUSSION/ACTION ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #130 AND FULLERTON SCHOOL DISTRICT FOR 2013/2014**

Background: The Board of Trustees takes action to approve agreements between the District and its various associations. The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Board of Trustees for public disclosure of the major provisions of the agreement (as provided in the “Public Disclosure of Proposed Bargaining Agreement”) in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Rationale: An MOU for 2013/2014 has been reached between the District and CSEA and now must be formally ratified by the Board of Trustees.

Funding: General Fund.

Recommendation: Approve Memorandum of Understanding (MOU) between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2013/2014.

MLD:nm  
Attachments

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FULLERTON SCHOOL DISTRICT (FSD)  
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)  
AND ITS CHAPTER #130  
SEPTEMBER 12, 2013**

**ARTICLE 6  
PAY AND ALLOWANCES**

**6.1 REGULAR RATE OF PAY:**

~~6.1.2 The parties agree to increase the classified salary schedule in Appendix C by three percent (3%) effective July 1, 2013.~~

~~6.1.2 The parties agree to five (5) furlough days for the 2012-2013 fiscal year. The following days shall be furlough days for all classified employees: Friday, September 21, 2012; Friday, December 21, 2012; Friday, March 29, 2013; Tuesday, May 28, 2013; and Thursday, June 13, 2013.~~

~~a. Furlough days shall not reduce the accrual of sick leave, holidays, or vacation during any pay period in which furlough days are taken as Education Code allows.~~

~~b. The reduction of actual percent of compensation will be equally distributed through an employee's work calendar so no more than the value of one furlough day is extracted in any given month.~~

~~c. The actual percent reduction in compensation is determined to be in effect for the fiscal year 2012-2013. The furlough days sunset on June 30, 2013.~~

~~d. The use of the term "furlough days" for this agreement relates to a reduction in workdays approximately proportionate to the reduction of pay in an employee's salary over the work year.~~

~~e. The District agrees not to layoff or reduce hours of unit members during the 2012-2013 fiscal year subject to the occurrence of one or more of the following exceptions:~~

- ~~• Reduction or elimination of grant and/or categorically funded programs~~
- ~~• Reduction or elimination of any District and/or site based funds~~
- ~~• Demonstrated changes in District service needs and/or budget priorities as determined by the Foundation Boards or Site Councils~~
- ~~• Changes that negatively impact the District's federal or state revenue or cash flow levels~~

~~6.1.3~~ As a component of the settlement of economic issues for fiscal 2012-2013 the parties agree to the following formula for restoration:

~~a.~~ The parties shall utilize the established Funded Base Revenue Limit [BRL] as set by Orange County Department of Education (OCDE) at \$5,004.32 per pupil for fiscal 2012-2013 as a base line for restoration. The parties agree to review the District's financial condition no later than December 31, 2012 to establish meeting dates.

~~b.~~ For each \$60 per ADA subsequent increase to the funded BRL set forth in section (a) above, the District shall restore one furlough day. If all furlough days needed for restoration have been taken then furlough days for the next year will be reduced appropriately.

~~c.~~ If the District receives any other revenue that can be applied as general fund unrestricted dollars for fiscal 2012-2013, which, in effect increase the funded BRL by \$60 per student, the District agrees to follow (b) as noted above.

6.1.4 The District and CSEA #130 will meet by January 31, ~~2013~~ 2014 to reopen Article 6 Pay and Allowances on potential mid-year additions or deletions to the current budget year.

The remainder of Article 6 remains the same.

## ARTICLE 8

### HEALTH INSURANCE

#### 8.1 HEALTH BENEFIT LEVELS:

8.1.1 Employees shall be covered through the term of this Agreement by health plans provided by the MEBA SISC, except as specifically provided otherwise below.

8.1.2 The District shall pay the actual cost of health insurance premiums up to \$16,600 annually for full-time benefit eligible employees. The annual vendor premiums shall be paid via tenthly payroll deductions.

8.1.2 ~~Benefit eligible employees selecting a health maintenance organization (HMO) medical plan will pay 2.75% of the annual vendor premium via tenthly payroll deductions.~~

~~Benefit eligible employees selecting a preferred provider organization (PPO) medical plan will pay 20% of the annual vendor premium via tenthly payroll deductions.~~



**8.1.3** When two employees are married and otherwise entitled to benefit coverage individually, the employees may choose from one of the following options: Option 1: The District will waive their health insurance payroll deductions if both employees choose to be covered under one employee plan - either the HMO or PPO option may be selected as 2-party or family coverage. Option 2: When two employees are married, only one employee may choose 2 party or family plan coverage, the alternate spouse must then choose a single party plan with no waiver of either employee's payroll deduction.

**8.2** **PRORATED CONTRIBUTION:** For employees who are employed on or after December 1, 1981, who work less than full-time but four (4) hours or more per day, the District will contribute a pro-rata share of the health insurance based on the relationship of hours worked to full-time employment. Current employees hired prior to December 1, 1981, will receive District contributions for medical insurance according to the rules in effect on November 1, 1981 for the term of their current employment.

**8.3** **DENTAL PLAN:**

**8.3.1** The District agrees to continue the current dental benefit and coverage until and unless modifications are made pursuant to Section 8.9 below.

**8.4** **RETIREE BENEFITS:**

**8.4.1** **MEDICAL INSURANCE FOR RETIREES:** Group medical insurance coverage provided by the **MEBA SISC** will be paid by the District for benefited employees who are age 55 or older, have been employed by the District for at least ten (10) years and who retire under PERS. For employees who work less than full-time but four (4) hours or more per day, the District will contribute a pro rata share of the medical insurance based on the relationship of hours worked to full-time employment. Bus drivers will be calculated at a minimum of 6 hours per day. If they retire at a higher number of hours the benefits will be calculated upon the higher number of hours. This provision will apply only to those employees who remain fully retired as defined by the appropriate retirement system. Such benefit shall last until the employee becomes eligible for Medicare, when this benefit will cease.

Should the former employee accept medical, dental, or vision benefited employment with another employer or they are covered by spousal/RDP benefits after retiring from FSD, the dual covered benefit as defined in this section will cease.

**8.4.2** **DENTAL INSURANCE FOR RETIREES:** Retirees will receive up to the value of the pro rata single PPO dental coverage until the retiree becomes eligible for Medicare, when this benefit will cease. Retirees may choose to add a spouse or register domestic partner (RDP) at the retiree's cost.

**8.4.3** **VISION INSURANCE FOR RETIREES:** Retirees will receive up to pro rata two-party vision coverage until the retiree becomes eligible for Medicare, when this benefit will cease.

**8.4.4** If the employee elects to have group medical coverage for his/her spouse or RDP, the District will contribute the up to the pro rata share of the cost, based on the relationship of hours worked to full-time employment, for the median value of the lowest two-party HMO plan and the highest two-party HMO Plan. Retirees may choose to pay the difference for a higher option two-party plan. To be eligible for such coverage, an employee shall have his/her spouse or RDP covered prior to retirement.

~~**8.4.5** If an active benefited employee is laid off or wishes to retire between 7/1/2010 through 6/30/2012, has 10 years of service and is between 50-55 years of age, they may receive pro rata benefits until they are Medicare eligible; subject to the conditions in this article.~~

~~**8.4.6** If an active benefited employee is laid off or wishes to retire between 7/1/2010 through 6/30/2012 the employee may go back to 6/30/08 for the highest number of regularly assigned hours worked on that date to use as the benchmark for pro rata benefit calculation as long as the employee served at least 5 consecutive years at that level, were benefited at the time, and meet all other requirements.~~

**8.4.7 5** **Pre-July 1, 2010 Retiree Benefits:** Employees who retired prior to July 1, 2010 will continue with their current retiree medical, dental, and vision offering.

**8.5** **LIFE INSURANCE:**

**8.5.1** Effective July 1, 1985, the District agrees to provide every bargaining unit employee employed at least four (4) hours per day or more with the same life insurance plan currently provided for the certificated bargaining unit.

**8.6** **VISION INSURANCE:**

**8.6.1** Effective 1 January 1996, the District shall provide vision insurance for full-time employees.

**8.6.2** District shall provide vision insurance on a prorated basis for employees who work 50% or more of a full-time assignment.

**8.6.3** Employees who work less than 50% of a full-time assignment shall not be eligible for vision insurance.

**8.6.4** Full-time employees who have waived medical and/or dental benefits have the option of waiving vision insurance.

**8.7 JOINT INSURANCE COMMITTEE:**

8.7.1 The joint employee organizations/district insurance committee shall be continued.

8.7.2 CSEA shall have the same number of members on the Joint Insurance Committee as the other bargaining units in the District.

8.7.3 The Committee shall consider plan changes proposed by an insurance provider, study cost containment options, alternative insurance programs for all insurance programs not provided through the MEBA SISC.


~~8.7.4 The Committee shall also monitor the Insurance Trust and give information to the Trust as needed.~~

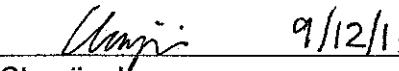
**8.8 WELLNESS COMMITTEE:** The District will continue a wellness program either separately or through the MEBA SISC.

**8.9 SIMULTANEOUS NEGOTIATIONS:** Any Joint Insurance Committee proposed changes to an insurance benefit, which is not provided through the MEBA SISC, shall be submitted to simultaneous negotiations of the employee organizations within the District.

**The parties agree to continue re-opener negotiations for 2013/2014 on the remaining Articles.**


**FSD**

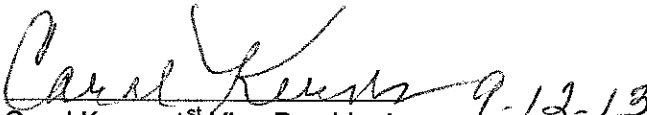
  
Mark Douglas  
Asst. Superintendent, Personnel Services

  
Chanjira Luu  
Director, Classified Personnel

  
Craig Bertsch, Ed.D  
Director, Administrative Services

**CSEA**

  
Al Lacuesta, CSEA President  
Chapter 130

  
Carol Kerns, 1<sup>st</sup> Vice President  
Chapter 130

\_\_\_\_\_  
Susan Meyers, CSEA  
Labor Relations Representative

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fullerton Elementary School District - California School Employees Association,

**School District - Bargaining Unit:** Chapter 130 (CSEA)

**Certificated, Classified, Other:** Classified

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: October 15, 2013  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement 2013-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2013-14	Year 2 Increase/(Decrease) 2014-15	Year 3 Increase/(Decrease) 2015-16
1 <b>Salary Schedule</b> Increase (Decrease)	\$ 13,568,023.00	\$ 407,041	\$ -	\$ -
		3.00%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ 126,272.00	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 <b>Other Compensation -</b> Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)  Description of other compensation	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	\$ 3,089,752	\$ 76,849	\$ -	\$ -
		2.49%	0.00%	0.00%
5 <b>Health/Welfare Plans</b>	\$ 3,052,686	\$ (50,000)	\$ -	\$ -
		-1.64%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 19,836,733	\$ 433,890.00	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	306.90	0	0	0
8 <b>Total Compensation Average Cost per Employee</b>	\$ 64,636	\$ -	\$ -	\$ -
		0.00%		

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

A three percent (3%) increase was negotiated for year 1 (2013/2014)

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No

If yes, please describe the cap amount.

This negotiated agreement includes a cap set at \$16,600 for a full time employee, pro-rated for less than full time

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.  
Negotiations for salary will be reopened in the spring of 2014.

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**  
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.  
Yes. The deficit will be financed by the Districts Unrestricted Unassigned ending fund balance of 20%, as of June 30, 2013

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**  
None

**G. Source of Funding for Proposed Agreement**

1. Current Year

The Districts Unrestricted Unassigned ending fund balance as of June 30, 2013.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

By ongoing increases in State revenue.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

NA

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Unrestricted General Fund**Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
	Latest Board- Approved Budget Before Settlement (As of 09/24/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 82,154,058	\$ -	\$ -	\$ 82,154,058
Remaining Revenues (8100-8799)	\$ 3,016,502	\$ -	\$ -	\$ 3,016,502
<b>TOTAL REVENUES</b>	\$ 85,170,560	\$ -	\$ -	\$ 85,170,560
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 43,572,546	\$ -	\$ -	\$ 43,572,546
Classified Salaries (2000-2999)	\$ 9,595,846	\$ 253,580	\$ -	\$ 9,849,426
Employee Benefits (3000-3999)	\$ 17,608,978	\$ 47,876	\$ (50,000)	\$ 17,606,854
Books and Supplies (4000-4999)	\$ 4,132,059	\$ -	\$ -	\$ 4,132,059
Services, Other Operating Expenses (5000-5999)	\$ 5,031,098	\$ -	\$ -	\$ 5,031,098
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 527,345	\$ -	\$ -	\$ 527,345
Direct Support/Indirect Cost (7300-7399)	\$ (809,413)	\$ -	\$ -	\$ (809,413)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 79,658,459	\$ 301,456	\$ (50,000)	\$ 79,909,915
OPERATING SURPLUS (DEFICIT)	\$ 5,512,101	\$ (301,456)	\$ 50,000	\$ 5,260,645
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,580,000	\$ -	\$ -	\$ 1,580,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 223,220	\$ -	\$ -	\$ 223,220
CONTRIBUTIONS (8980-8999)	\$ (7,678,624)	\$ (182,434)	\$ -	\$ (7,861,058)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (809,743)	\$ (483,890)	\$ 50,000	\$ (1,243,633)
BEGINNING BALANCE	\$ 23,786,060			\$ 23,786,060
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 22,976,317	\$ 22,492,427	\$ 22,542,427	\$ 22,542,427
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 1,330,556	\$ -	\$ -	\$ 1,330,556
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 2,134,441	\$ -	\$ -	\$ 2,134,441
Reserve for Economic Uncertainties (9789)	\$ 3,415,176	\$ -	\$ -	\$ 3,415,176
Unassigned/Unappropriated (9790)	\$ 16,096,144	\$ (483,890)	\$ 50,000	\$ 15,662,254

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 09/24/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 1,979,527	\$ -	\$ -	\$ 1,979,527
Remaining Revenues (8100-8799)	\$ 20,943,422	\$ -	\$ -	\$ 20,943,422
<b>TOTAL REVENUES</b>	\$ 22,922,949	\$ -	\$ -	\$ 22,922,949
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 9,580,820	\$ -	\$ -	\$ 9,580,820
Classified Salaries (2000-2999)	\$ 5,898,939	\$ 153,461	\$ -	\$ 6,052,400
Employee Benefits (3000-3999)	\$ 5,148,741	\$ 28,973	\$ -	\$ 5,177,714
Books and Supplies (4000-4999)	\$ 8,199,521	\$ -	\$ -	\$ 8,199,521
Services, Other Operating Expenses (5000-5999)	\$ 3,289,654	\$ -	\$ -	\$ 3,289,654
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 832,375	\$ -	\$ -	\$ 832,375
Direct Support/Indirect Cost (7300-7399)	\$ 573,560	\$ -	\$ -	\$ 573,560
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 33,523,610	\$ 182,434	\$ -	\$ 33,706,044
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (10,600,661)	\$ (182,434)	\$ -	\$ (10,783,095)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 7,678,624	\$ 182,434	\$ -	\$ 7,861,058
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (2,922,037)	\$ -	\$ -	\$ (2,922,037)
<b>BEGINNING BALANCE</b>	\$ 2,922,037			\$ 2,922,037
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.



**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 09/24/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 84,133,585	\$ -	\$ -	\$ 84,133,585
Remaining Revenues (8100-8799)	\$ 23,959,924	\$ -	\$ -	\$ 23,959,924
<b>TOTAL REVENUES</b>	\$ 108,093,509	\$ -	\$ -	\$ 108,093,509
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 53,153,366	\$ -	\$ -	\$ 53,153,366
Classified Salaries (2000-2999)	\$ 15,494,785	\$ 407,041	\$ -	\$ 15,901,826
Employee Benefits (3000-3999)	\$ 22,757,719	\$ 76,849	\$ (50,000)	\$ 22,784,568
Books and Supplies (4000-4999)	\$ 12,331,580	\$ -	\$ -	\$ 12,331,580
Services, Other Operating Expenses (5000-5999)	\$ 8,320,752	\$ -	\$ -	\$ 8,320,752
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,359,720	\$ -	\$ -	\$ 1,359,720
Direct Support/Indirect Cost (7300-7399)	\$ (235,853)	\$ -	\$ -	\$ (235,853)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 113,182,069	\$ 483,890	\$ (50,000)	\$ 113,615,959
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,088,560)	\$ (483,890)	\$ 50,000	\$ (5,522,450)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,580,000	\$ -	\$ -	\$ 1,580,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 223,220	\$ -	\$ -	\$ 223,220
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,731,780)	\$ (483,890)	\$ 50,000	\$ (4,165,670)
<b>BEGINNING BALANCE</b>	\$ 26,708,097			\$ 26,708,097
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 22,976,317	\$ 22,492,427	\$ 22,542,427	\$ 22,542,427
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 1,330,556	\$ -	\$ -	\$ 1,330,556
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 2,134,441	\$ -	\$ -	\$ 2,134,441
Reserve for Economic Uncertainties (9789)	\$ 3,415,176	\$ -	\$ -	\$ 3,415,176
Unassigned/Unappropriated (9790)	\$ 16,096,144	\$ (483,890)	\$ 50,000	\$ 15,662,254

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit: **California School Employees Association, Chapter 130 (CSEA)**

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 84,133,585	\$ 88,841,145	\$ 93,914,338
Remaining Revenues (8100-8799)	\$ 23,959,924	\$ 24,301,092	\$ 24,668,758
<b>TOTAL REVENUES</b>	\$ 108,093,509	\$ 113,142,237	\$ 118,583,096
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 53,153,366	\$ 54,003,820	\$ 54,867,881
Classified Salaries (2000-2999)	\$ 15,901,826	\$ 16,060,844	\$ 16,221,453
Employee Benefits (3000-3999)	\$ 22,784,568	\$ 23,512,414	\$ 23,803,914
Books and Supplies (4000-4999)	\$ 12,331,580	\$ 9,933,175	\$ 10,580,996
Services, Other Operating Expenses (5000-5999)	\$ 8,320,752	\$ 8,612,129	\$ 8,727,433
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,359,720	\$ 1,359,720	\$ 1,359,720
Direct Support/Indirect Cost (7300-7399)	\$ (235,853)	\$ (235,853)	\$ (235,853)
Other Adjustments		\$	\$
<b>TOTAL EXPENDITURES</b>	\$ 113,615,959	\$ 113,246,249	\$ 115,325,544
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,522,450)	\$ (104,012)	\$ 3,257,552
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,580,000	\$ 1,002,000	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 223,220	\$ 223,220	\$ 723,220
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (4,165,670)	\$ 674,768	\$ 2,534,332
<b>BEGINNING BALANCE</b>	\$ 26,708,097	\$ 22,542,427	\$ 23,217,195
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 22,542,427	\$ 23,217,195	\$ 25,751,527
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Reserves (9711-9719)	\$ 1,330,556	\$ 1,330,556	\$ 1,330,556
Restricted Reserves (9740)	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 2,134,441	\$ 6,398,377	\$ 11,471,571
Reserve for Economic Uncertainties (9789)	\$ 3,415,176	\$ 3,404,084	\$ 3,481,463
Unassigned/Unappropriated (9790)	\$ 15,662,254	\$ 12,084,178	\$ 9,467,937

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 113,839,179	\$ 113,469,469	\$ 116,048,764
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	0.00%	0.00%	0.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ -	\$ -	\$ -

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 3,415,176	\$ 3,404,084	\$ 3,481,463
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 15,662,254	\$ 12,084,178	\$ 9,467,937
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 19,077,430	\$ 15,488,262	\$ 12,949,400
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:



**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

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

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

DISCUSSION/ACTION ITEM

**DATE:** October 15, 2013  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE TENTATIVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA) FOR 2013/2014

Background: The Board of Trustees takes action to approve agreements between the District and its various associations. The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Board of Trustees for public disclosure of the major provisions of the agreement (as provided in the “Public Disclosure of Proposed Bargaining Agreement”) in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

Rationale: A tentative agreement for 2013/2014 has been reached between the District and Fullerton Elementary Teachers Association and must now be ratified by the Board of Trustees.

Funding: Not applicable.

Recommendation: Approve Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2013/2014.

MLD:nm  
Attachment

**2013-2014 Tentative Agreement  
Between Fullerton School District and  
Fullerton Elementary Teachers Association  
September 30, 2013**

**ARTICLE 16 SALARIES** *(see July 4, 2012 addendum for additional information)*

**A. The parties agree to increase the certificated salary schedule in Appendix A, the speech therapist salary schedule in Appendix B, and the pre-school salary schedule in Appendix C by three percent (3%) effective July 1, 2013.**

~~A. There will be two furlough days for the 2011/12 school year. The days will be May 29, 2012 and June 14, 2012. Therefore, the scheduled teacher work day of June 15<sup>th</sup> will move to June 14<sup>th</sup> and June 18<sup>th</sup> will move to a work day on June 15<sup>th</sup>. The Parties agree to the following salary contingency language:~~

~~As a component of the settlement of economic issues for fiscal 2011/2012, the parties agree to the following formula for restoration:~~

- ~~1. The District will provide a detailed study session to the Association prior to January 31, 2013 to review its budget assumptions and financial statements. The review will include a detailed comparison between 2011/12 actual audited results and the 2012/13 budget.~~
- ~~2. In the event that the certificated management team takes less than the two furlough days in fiscal 2011/2012, the District agrees to reinstate the difference of days between the management agreement and this agreement.~~

~~B. Effective June 30, 2004 Appendix C Section B- shall be modified in the following manner:~~

~~Class IV (Column IV)—Bachelor's Degree plus 60 semester units including a Master's Degree. The Masters requirement may be waived upon completion of a pre-approved program. In order to qualify for such a waiver, the unit member must:~~

- ~~a. Currently be on Class III (Column III) of the Certificated Salary Schedule,~~
- ~~b. Submit a proposal to the PAR Joint Panel that is focused on education and,
  - ~~i. Include a "thesis" like project,~~
  - ~~ii. Include the equivalent of 30 units of supporting coursework, not including courses that were previously counted for column movement (up to 6 units of coursework taken within the previous three years may be credited), and;~~
  - ~~iii. Present on-going evidence of progression towards completion at predetermined benchmarks.~~~~



- iv. Upon satisfactory completion of the program, as decided by the District and the PAR Joint Panel, movement to Class IV (Column IV) will be effective for the following pay period.
- C. Unit members required to stay overnight for school business trips related to Outdoor Education, Science Camp, and the Pilgrim Program shall receive a stipend equal to the substitute rate of pay for each overnight stay or be allowed to take a day of compensatory time off work for each overnight stay, by mutual agreement with the principal.
- D. The hourly rate for extended pay for Certificated employees shall be equal to the regular hourly rate of Class I Step 5. Such rate shall be applicable for teachers working summer school, and shall remain in effect for these employees for the term of this Agreement.

The Daily rate for summer school shall be equal to the hourly rate of pay times the number of hours worked, including prep time. Compensation for 1999/2000 and 2000/2001 shall be determined by the parties as part of the total compensation negotiations held pursuant to Article 30, Reopeners.
- E. Provide a stipend to teachers who have earned a doctorate, or those who have passed the requirements for a national certification equal to two percent (2%) above the regular rate of pay.
- F. Effective June 30, 2004, provide a separate salary schedule for Speech Therapists.

**ARTICLE 17 FRINGE BENEFITS** *(see July 4, 2012 addendum for additional information)*

1. Health Insurance

**A. i) The District shall pay the actual cost of Medical insurance premiums up to \$16,600 annually for full-time benefit eligible employees. The annual vendor premiums shall be paid via tenthly payroll deductions.**

~~A. i) Effective January 1, 2006 employees will pay the following for their health insurance premiums.~~

<del>Blue Cross/Kaiser HMO</del>	<del>Blue Cross PPO</del>
<del>1 Party – 0.0%</del>	<del>1 Party – 8.0%</del>
<del>2 Party – 4.0%</del>	<del>2 Party – 10.0%</del>
<del>Family – 8.0%</del>	<del>Family – 12.0%</del>

~~ii) Emergency credentialed teachers, non-permanent waiver, and teachers with temporary contracts hired after June 30, 2003 will be provided with their choice of an HMO medical insurance plan. Persons provided with this HMO coverage shall be entitled to the same dental, vision, and life insurance provisions as other employees.~~

~~iii) Effective at open enrollment 2012, the District will waive the employee's share of premiums for employees with spouses who work in the District, are eligible for insurance coverage, and are not enrolled in their own plan.~~

~~B. Teachers shall have the option of selecting coverage from within the District-sponsored employee benefits programs; however, once a teacher selects a program option, he/she shall remain a part of that program until December 31, of the following year. Nothing herein shall be construed to prohibit a teacher from extending program coverage to new dependents during the year.~~

~~C. Teachers who terminate active District service at the end of a school year, and who have been covered by one of the District-sponsored employee benefits programs, shall continue to receive said coverage through August 31 of the following school year.~~

~~D. Employees on Board-approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leaves upon reimbursement to the District.~~

~~E. For teachers working half time or more after November 27, 1984, the District agrees to share the cost of employee health insurance benefits in ratio to the percentage of contracted employment.~~

~~F. The joint employee organizations/district insurance committee shall continue to study cost containment options as well as alternative insurance programs. The committee shall be empowered to investigate any number of plans to provide comparable health coverage at the best possible price.~~

G. The District shall provide domestic partner coverage for eligible employees in accordance with Assembly Bills 25 and 205.

- 2. Life Insurance  
Current Contract

\_\_\_\_\_  
Stacy Hollenbeck

\_\_\_\_\_  
Mark Douglas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fullerton Elementary School District - Fullerton Elementary Teachers Association

**School District - Bargaining Unit:** (FETA)

**Certificated, Classified, Other:** Certificated

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: October 15, 2013  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement 2013-14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) 2013-14	Year 2 Increase/(Decrease) 2014-15	Year 3 Increase/(Decrease) 2015-16
1 <b>Salary Schedule</b> Increase (Decrease)	\$ 45,831,314.00	\$ 1,374,940	\$ -	\$ -
		3.00%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ 730,800.00	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 <b>Other Compensation -</b> Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
<b>Description of other compensation</b>		0.00%	0.00%	0.00%
4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	\$ 5,660,167	\$ 169,805	\$ -	\$ -
		3.00%	0.00%	0.00%
5 <b>Health/Welfare Plans</b>	\$ 8,347,411	\$ (500,000)	\$ -	\$ -
		-5.99%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 60,569,692	\$ 1,044,745.00	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	567.50	0	0	0
8 <b>Total Compensation Average Cost per Employee</b>	\$ 106,731	\$ -	\$ -	\$ -
		0.00%		

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

A three percent (3%) increase was negotiated for year 1 (2013-14)

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No

If yes, please describe the cap amount.

This negotiated agreement includes a cap set at \$16,600 for a full time employee, pro-rated for less than full time.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.  
Negotiations for salary will be reopened in the spring of 2014.

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**  
"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.  
Yes. The deficit will be financed by the Districts Unrestricted Unassigned ending fund balance of 20%, as of June 30, 2013

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**  
None

**G. Source of Funding for Proposed Agreement**

1. Current Year

The Districts Unrestricted Unassigned ending fund balance as of June 30, 2013.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

By ongoing increases in State revenue.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

NA

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 09/24/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 82,154,058	\$ -	\$ -	\$ 82,154,058
Remaining Revenues (8100-8799)	\$ 3,016,502	\$ -	\$ -	\$ 3,016,502
<b>TOTAL REVENUES</b>	\$ 85,170,560	\$ -	\$ -	\$ 85,170,560
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 43,572,546	\$ 1,138,859	\$ -	\$ 44,711,405
Classified Salaries (2000-2999)	\$ 9,595,846	\$ -	\$ -	\$ 9,595,846
Employee Benefits (3000-3999)	\$ 17,608,978	\$ 140,649	\$ (500,000)	\$ 17,249,627
Books and Supplies (4000-4999)	\$ 4,132,059	\$ -	\$ -	\$ 4,132,059
Services, Other Operating Expenses (5000-5999)	\$ 5,031,098	\$ -	\$ -	\$ 5,031,098
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 527,345	\$ -	\$ -	\$ 527,345
Direct Support/Indirect Cost (7300-7399)	\$ (809,413)	\$ -	\$ -	\$ (809,413)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 79,658,459	\$ 1,279,508	\$ (500,000)	\$ 80,437,967
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 5,512,101	\$ (1,279,508)	\$ 500,000	\$ 4,732,593
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,580,000	\$ -	\$ -	\$ 1,580,000
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 223,220	\$ -	\$ -	\$ 223,220
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (7,678,624)	\$ (265,237)	\$ -	\$ (7,943,861)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (809,743)	\$ (1,544,745)	\$ 500,000	\$ (1,854,488)
<b>BEGINNING BALANCE</b>	\$ 23,786,060			\$ 23,786,060
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 22,976,317	\$ 21,431,572	\$ 21,931,572	\$ 21,931,572
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 1,330,556	\$ -	\$ -	\$ 1,330,556
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 2,134,441	\$ -	\$ -	\$ 2,134,441
Reserve for Economic Uncertainties (9789)	\$ 3,415,176	\$ -	\$ -	\$ 3,433,501
Unassigned/Unappropriated (9790)	\$ 16,096,144	\$ (1,544,745)	\$ 500,000	\$ 15,033,074

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 09/24/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 1,979,527	\$ -	\$ -	\$ 1,979,527
Remaining Revenues (8100-8799)	\$ 20,943,422	\$ -	\$ -	\$ 20,943,422
<b>TOTAL REVENUES</b>	\$ 22,922,949	\$ -	\$ -	\$ 22,922,949
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 9,580,820	\$ 236,081	\$ -	\$ 9,816,901
Classified Salaries (2000-2999)	\$ 5,898,939	\$ -	\$ -	\$ 5,898,939
Employee Benefits (3000-3999)	\$ 5,148,741	\$ 29,156	\$ -	\$ 5,177,897
Books and Supplies (4000-4999)	\$ 8,199,521	\$ -	\$ -	\$ 8,199,521
Services, Other Operating Expenses (5000-5999)	\$ 3,289,654	\$ -	\$ -	\$ 3,289,654
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 832,375	\$ -	\$ -	\$ 832,375
Direct Support/Indirect Cost (7300-7399)	\$ 573,560	\$ -	\$ -	\$ 573,560
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 33,523,610	\$ 265,237	\$ -	\$ 33,788,847
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (10,600,661)	\$ (265,237)	\$ -	\$ (10,865,898)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ 7,678,624	\$ 265,237	\$ -	\$ 7,943,861
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (2,922,037)	\$ -	\$ -	\$ (2,922,037)
<b>BEGINNING BALANCE</b>	\$ 2,922,037			\$ 2,922,037
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.



**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 09/24/13 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 84,133,585	\$ -	\$ -	\$ 84,133,585
Remaining Revenues (8100-8799)	\$ 23,959,924	\$ -	\$ -	\$ 23,959,924
<b>TOTAL REVENUES</b>	\$ 108,093,509	\$ -	\$ -	\$ 108,093,509
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 53,153,366	\$ 1,374,940	\$ -	\$ 54,528,306
Classified Salaries (2000-2999)	\$ 15,494,785	\$ -	\$ -	\$ 15,494,785
Employee Benefits (3000-3999)	\$ 22,757,719	\$ 169,805	\$ (500,000)	\$ 22,427,524
Books and Supplies (4000-4999)	\$ 12,331,580	\$ -	\$ -	\$ 12,331,580
Services, Other Operating Expenses (5000-5999)	\$ 8,320,752	\$ -	\$ -	\$ 8,320,752
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,359,720	\$ -	\$ -	\$ 1,359,720
Direct Support/Indirect Cost (7300-7399)	\$ (235,853)	\$ -	\$ -	\$ (235,853)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 113,182,069	\$ 1,544,745	\$ (500,000)	\$ 114,226,814
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (5,088,560)	\$ (1,544,745)	\$ 500,000	\$ (6,133,305)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,580,000	\$ -	\$ -	\$ 1,580,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 223,220	\$ -	\$ -	\$ 223,220
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,731,780)	\$ (1,544,745)	\$ 500,000	\$ (4,776,525)
<b>BEGINNING BALANCE</b>	\$ 26,708,097			\$ 26,708,097
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 22,976,317	\$ 21,431,572	\$ 21,931,572	\$ 21,931,572
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 1,330,556	\$ -	\$ -	\$ 1,330,556
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 2,134,441	\$ -	\$ -	\$ 2,134,441
Reserve for Economic Uncertainties (9789)	\$ 3,415,176	\$ -	\$ -	\$ 3,433,501
Unassigned/Unappropriated (9790)	\$ 16,096,144	\$ (1,544,745)	\$ 500,000	\$ 15,033,074

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit: **Fullerton Elementary Teachers Association (FETA)**

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 84,133,585	\$ 88,841,145	\$ 93,914,338
Remaining Revenues (8100-8799)	\$ 23,959,924	\$ 24,301,092	\$ 24,668,758
<b>TOTAL REVENUES</b>	\$ 108,093,509	\$ 113,142,237	\$ 118,583,096
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 54,528,306	\$ 55,400,759	\$ 56,287,171
Classified Salaries (2000-2999)	\$ 15,494,785	\$ 15,649,733	\$ 15,806,230
Employee Benefits (3000-3999)	\$ 22,427,524	\$ 23,151,799	\$ 23,439,693
Books and Supplies (4000-4999)	\$ 12,331,580	\$ 9,935,071	\$ 10,584,949
Services, Other Operating Expenses (5000-5999)	\$ 8,320,752	\$ 8,612,129	\$ 8,727,433
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,359,720	\$ 1,359,720	\$ 1,359,720
Direct Support/Indirect Cost (7300-7399)	\$ (235,853)	\$ (235,853)	\$ (235,853)
Other Adjustments		\$	\$
<b>TOTAL EXPENDITURES</b>	\$ 114,226,814	\$ 113,873,358	\$ 115,969,343
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (6,133,305)	\$ (731,121)	\$ 2,613,753
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,580,000	\$ 1,002,000	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 223,220	\$ 223,220	\$ 723,220
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (4,776,525)	\$ 47,659	\$ 1,890,533
<b>BEGINNING BALANCE</b>	\$ 26,708,097	\$ 21,931,572	\$ 21,979,231
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 21,931,572	\$ 21,979,231	\$ 23,869,764
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Reserves (9711-9719)	\$ 1,330,556	\$ 1,330,556	\$ 1,330,556
Restricted Reserves (9740)	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 2,134,441	\$ 6,398,377	\$ 11,471,571
Reserve for Economic Uncertainties (9789)	\$ 3,433,501	\$ 3,422,898	\$ 3,500,777
Unassigned/Unappropriated (9790)	\$ 15,033,074	\$ 10,827,400	\$ 7,566,860

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 114,450,034	\$ 114,096,578	\$ 116,692,563
b.	State Standard Minimum Reserve Percentage for this District 3% enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 3,433,501	\$ 3,422,897	\$ 3,500,777

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 3,433,501	\$ 3,422,898	\$ 3,500,777
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 15,033,074	\$ 10,827,400	\$ 7,566,860
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 18,466,575	\$ 14,250,298	\$ 11,067,637
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:



**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

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

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

ADMINISTRATIVE REPORT

**DATE:** October 15, 2013  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**PREPARED BY:** Susan Hume, Assistant Superintendent, Business Services  
**SUBJECT:** FIRST READING OF REVISED BOARD POLICY 4360 (NEW NUMBER 3350)

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policy needs to be revised to reflect current laws and practice. The board policy number is also being changed.

Revised:

Section Title: Business and Non-instructional Operations  
BP #4360 (new number 3350): Travel Reimbursement

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

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

Funding: Not applicable.

Recommendation: Not applicable.

SH:gs  
Attachments

# Fullerton School District

## Board Policy

### Travel: Reimbursement

BP 3350

#### Personnel

**Board Adopted: February 25, 1992**

**Board Revised: December 13, 2005, November 16, 2010**

The Board of Trustees shall pay all actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District. Funds expended shall not exceed those budgeted by the Board for these purposes. The Board may authorize an advance of funds to cover necessary expenses.

The Board shall approve employee requests for travel, meetings, and conferences within the financial limitations set forth by the annually adopted budget.

The Board shall reimburse employees for the use of their own vehicles in the performance of regularly assigned duties. The Board shall establish an allowance for such use on either a mileage or monthly basis.

The Board delegates authority to the Superintendent to approve employee requests for travel, meetings and conferences within the financial limitations set forth by the annually adopted budget. Meetings not previously budgeted for shall be approved on an individual basis by the Board of Trustees. All conference attendance of staff must be recommended by the immediate supervisor and approved by the Superintendent **or designee**.

The Superintendent is authorized to approve the reimbursement of actual and necessary expenses for attendance at meetings and conferences by employees of the Fullerton School District, provided that:

1. Such meeting or conference shall relate directly to the duties of the employee.
2. Attendance is recommended by the employee's immediate supervisor.
3. Funds have been budgeted for conference expenses.
4. Funds expended shall not exceed the amount budgeted by the Board of Trustees.

All out of state conferences will be individually presented to and approved by the Board of Trustees.

#### Legal References:

##### EDUCATION CODE

44016 Travel expense

44032 Travel expense payment

44033 Automobile allowance

44802 Student teacher's travel expense

CSBA Revision

6/98



# ~~Fullerton School District~~

## ~~Board Policy~~

### ~~Travel: Reimbursement~~

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**BP 4360**

#### ~~Personnel~~

~~Board Adopted: February 25, 1992~~

~~Board Revised: December 13, 2005, November 16, 2010~~

~~The Board of Trustees shall pay all actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District. Funds expended shall not exceed those budgeted by the Board for these purposes. The Board may authorize an advance of funds to cover necessary expenses.~~

~~The Board shall approve employee requests for travel, meetings, and conferences within the financial limitations set forth by the annually adopted budget.~~

~~The Board shall reimburse employees for the use of their own vehicles in the performance of regularly assigned duties. The Board shall establish an allowance for such use on either a mileage or monthly basis.~~

~~The Board delegates authority to the Superintendent to approve employee requests for travel, meetings and conferences within the financial limitations set forth by the annually adopted budget. Meetings not previously budgeted for shall be approved on an individual basis by the Board of Trustees. All conference attendance of staff must be recommended by the immediate supervisor and approved by the Superintendent.~~

~~The Superintendent is authorized to approve the reimbursement of actual and necessary expenses for attendance at meetings and conferences by employees of the Fullerton School District, provided that:~~

- ~~1. Such meeting or conference shall relate directly to the duties of the employee.~~
- ~~2. Attendance is recommended by the employee's immediate supervisor.~~
- ~~3. Funds have been budgeted for conference expenses.~~
- ~~4. Funds expended shall not exceed the amount budgeted by the Board of Trustees.~~

~~All out of state conferences will be individually presented to and approved by the Board of Trustees.~~

#### Legal References:

##### ~~EDUCATION CODE~~

~~44016 Travel expense~~

~~44032 Travel expense payment~~

~~44033 Automobile allowance~~

~~44802 Student teacher's travel expense~~

~~CSBA Revision~~

~~6/98~~