

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR BOARD 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 non agenda 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, April 15, 2014  
5:15 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:15 p.m. and Susan Hume, Assistant Superintendent of Business Services, led the pledge of allegiance to the flag.

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

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 5:16 p.m., the Board recessed to Closed Session for: • Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Conference with Legal Counsel – Anticipated litigation – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9; one (1) potential case.

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

The Board returned to Open Session at 6:01 p.m. and Rodrigo Magallon, Bijai Kinsey, & David Kim (Woodcrest students) led the pledge of allegiance.

In Closed Session, the Board voted 3-0 to approve a settlement agreement for employee #1348. In addition, the Board voted 3-0 to Approve dismissal of employee #4068 pursuant to Education Code section 44943 after employee did not file a timely notice of appeal.

Introductions/Recognitions

President Meyer and Dr. Bob Pletka recognized Nancy Spencer for her service as a Personnel Commissioner since September 1980. President Meyer shared Ms. Spencer's background and thanked her for her dedication to the Classified staff. Ms. Spencer received a framed student artwork in appreciation for her years of service.

Dr. Hilda Flores, Principal at Woodcrest School, gave a presentation regarding Woodcrest School's many programs and activities. Rochelle Wolf (teacher) assisted Dr. Flores with the presentation.

Dr. Craig Bertsch, Director of Administrative Services, presented the Catch me at My Best Recipients for the month of March: Wendy Lloyd-Davies (Robert C. Fisler School), Debi Rosengarten (Robert C. Fisler School), Rochelle Wolf (Woodcrest School), Dr. Mathew Barnett (Nicolas Junior High School), Helen Felix (Nicolas Junior High School), Marlene Acosta (Nicolas Junior High School), Juan Fonseca (Nicolas Junior High School), and Lori Trotter (Commonwealth School).

President Meyer and Dr. Pletka congratulated and presented a certificate of recognition to the ten Fullerton School District schools that were named California Business for Education Excellence Honor Roll Schools: Acacia, Beechwood, Golden Hill, Laguna Road, Richman, Robert C. Fisler, Sunset Lane, Valencia Park, Ladera Vista JHS and Parks JHS.

President Meyer and Dr. Pletka congratulated and presented a certificate of recognition to the six schools that had substantial growth in 7-8 out of the 10 areas on the second trimester benchmarks: Robert C. Fisler, Acacia, Orangethorpe, Pacific Drive, Commonwealth, and Woodcrest Schools.

Susan Mercado, President of Fullerton Elementary School Management Association, presented Trang Lai (Principal at Robert C. Fiesler School) a plaque for her nomination as ACSA Region 17 Elementary Principal of the Year. Mrs. Lai introduced her family that was present at the Board meeting.

President Meyer and Dr. Pletka shared the Fullerton School District was the recipient of the ASCIP Excellence in Loss Control Award. The District received a \$10,000.00 check as part of this award. The Board thanked Susan Hume, Laurie Bruneau (Risk Manager), and Letty Cortez (Risk Manager clerk) for their hard work in this area. Mrs. Hume shared that the schools and District departments would be able to apply for safety grants because of this monetary award.

The Fullerton School District promotional video was shown at this time.

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

Joe Imbriano, community member, expressed his concerns regarding exposure caused by wireless devices in the classrooms. Sean Abrell, legal counsel, shared his opinion regarding exposure caused by wireless devices and commented on California Code 20664.

Monica Robledo, Beechwood School parent, expressed her concerns about the lack of cultural diversity day at Beechwood School.

#### Superintendent's Report

Dr. Pletka reported he attended the CSUF Honor an Educator event on April 13, 2014, recognizing Janet Morey (Assistant Superintendent of Educational Services), Emy Flores (Director of Instructional Services), Robin Gilligan (Principal at Hermosa Drive School), Susan Mercado (Principal at Maple School), and Randa Schmalfeld (Principal at Ladera Vista JHS).

#### Information from the Board of Trustees

Trustee Berryman– She thanked the Maintenance and Operations staff for their relentless work in preparing the schools to be ready to open their doors after the recent earthquake. She congratulated the Women of Distinction who got honored: Lauralyn Eschner (Director of All the Arts for All the Kids), Caitlyn Orr (All the Arts for All the Kids). *Trustee Berryman was also honored as Women of Distinction.* Trustee Berryman attended the Run, Hide, Fight training provided to FSD staff by the Fullerton Police Department.

Trustee Thompson- He commended and thanked the Risk Management department for an excellent job done working behind the scenes and saving the District money.

Trustee Sugarman- not present.

Trustee Thornley-not present.

President Meyer- She thanked Principals and staff for participating in the Tea and Technology showcase on April 10, 2014. She attended the California Distinguished Schools validation visits at Beechwood and Hermosa Drive Schools. She introduced Bob Macauley, new Director of Maintenance Facilities and Operations.

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

PTA Council – no report.

FETA – Karla Turner- She spoke about a New York Times article and the integral part that music plays in the success of students. She thanked Dr. Pletka and the Board for making music and the arts a big priority at FSD.

CSEA– Al Lacuesta- no report.

FESMA – Bob Johnson Paula Pitluk – They both attended legislative action day in Sacramento on April 7.

#### Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/>

#### Approve Minutes

Moved by Beverly Berryman, seconded by Chris Thompson and carried 3-0 to approve the minutes of the Regular meeting on March 18, 2014.

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

#### Consent Items

Moved by Beverly Berryman, seconded by Chris Thompson and carried 3-0 to approve the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered H22C0133 through H22C0150, H22D0767 through H22D0880, H22M0190 through H22M0213, H22R0697 through H22R0814, H22S0012, H22T0007 through H22T008, H22V0106 through H22V0120, H22X0377 through H22X0386, and H22Y0059 through H22Y0060 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160768 through 160872 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 91927 through 92284 for the 2013/2014 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10165 through 10215 for the 2013/2014 school year.

1g. Approve out-of-state conference for Steve Spangler Science in the Rockies on July 8-10, 2014, in Lakewood, Colorado.

1h. Approve/Ratify Classified Personnel Report.

1i. Approve Independent Contractor Agreement between Fullerton School District and MPR+Strategic Communications, Myrna Marston, effective April 16, 2014 through June 30, 2014.

1j. Approve/Ratify warrants numbered 1146 through 1147 for the 2013/2014 school year (District 48, Amerige Heights).

1k. Adopt Resolutions numbered 13/14-B040 through 13/14-B044 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Authorize Robert Pletka, Susan Hume, Robert Macauley as authorized District representatives of the Fullerton School District to the Office of Public School Construction and the State Allocation Board.

1m. Approve agreement for student transfer to the Community School Program and Special Schools and Services Program between the Orange County Superintendent of Schools and Fullerton School District.

1n. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2014- March 31, 2014).

1o. Adopt Resolution #13/14-13 proclaiming May 18 – 24, 2014 as "Classified School Employee Week" in the Fullerton School District.

1p. Adopt Resolution #13/14-14 proclaiming May 14, 2014, as "Day of the Teacher" in the Fullerton School District.

1q. Approve Independent Contractor Agreement between Fullerton School District and Discovery Science Center to provide professional staff development to 6<sup>th</sup> grade science teachers at Beechwood and Fisler and 7<sup>th</sup>- 8<sup>th</sup> grade Junior High School science teachers on May 5 & 6, 2014.

1r. Approve Independent Contractor Agreement between Fullerton School District and Katherine England, beginning April 16, 2014 through September 30, 2014.

1s. Approve attendee for out-of-state conference for Opal School Visitation on April 23-25, 2014, in Portland, Oregon.

Board Member Request(s) for Information and/or Possible Future Agenda Items  
No requests.

Adjournment

President Meyer adjourned the Regular meeting on April 15, 2014 at 7:13 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, May 13, 2014  
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:

- 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 Appointment, Assistant Principal(s) (Government Code section 54957)

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

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

- California Distinguished School (Beechwood School and Hermosa Drive School)
- Fullerton Rotary
- Fullerton Police Officers Association
- Railroad Days Poster Contest
- Catch me At My Best
- Above and Beyond Awards
- Richman School STEAM
- AYUDA Dental Clinic, Dr. Done
- Chevron, Hector Infante

Public Comments

Superintendent’s Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Information Items

The District Activities Calendar is available at the following URL:  
<http://www.fullertonsd.org/district/calendar/>

Approve Minutes

Regular Meeting April 15, 2014

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 H22C0151 through H22C0163, H22D0881 through H22D0969, H22M0214 through H22M0231, H22R0815 through H22R0901, H22S0013 through H22S0014, H22T0009 through H22T0010, H22V0121 through H22V0151, H22X0387 through H22X0402, and H22Y0061 through H22Y0062 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160873 through 160935 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 92285 through 92734 for the 2013/2014 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10216 through 10264 for the 2013/2014 school year.

1g. Approve Retainer Agreement for legal services with the Law Offices of Chidester and Associates effective July 1, 2014.

1h. Approve request to go out to bid for Parks Junior High School shade structure.

1i. Approve request to go out to bid for Woodcrest School play area.

1j. Approve request to go out to bid for Fislser School field renovation (approximately 40,000 square feet).

1k. Approve/Ratify Classified Personnel Report.

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

1m. Approve Agreement with the North Orange County Community College District (NOCCCD) to provide a summer Science, Technology, Engineering, and Mathematics (STEM) education program at Nicolas Junior High School on June 9-13, 2014.

1n. Approve Agreement with the North Orange County Community College District (NOCCCD) to provide a summer Science, Technology, Engineering, Art, and Mathematics (STEAM) education program at Ladera Vista Junior High School on June 2-6 and June 9-13, 2014.

1o. Approve Agreement with the North Orange County Community College District to provide a summer Science, Technology, Engineering, and Mathematics (STEM) education program at Parks Junior High School on June 25-27 and July 1-3, 2014.

1p. Approve Estella Grimm, Sara Cooper, and Denise Bacher to attend out-of-state conference for Project Lead The Way, Elementary Lead Teacher Training, June 23-25, 2014 at Purdue University, Indiana.

1q. Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation of the AVID Program at Nicolas Junior High School from July 1, 2014 through June 30, 2015.

1r. Approve Independent Contractor Agreement between Fullerton School District and Lisa Highfill to provide professional development training and consultation on June 2-4 and June 9, 2014.

1s. Approve Amendment #1 of the Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) revising the multi-year agreement to an annual agreement (Agreement No. 39057) beginning July 1, 2013 through June 30, 2014.

1t. Approve 2014/2015 Intranet Network Support Services Agreement No. 40471 with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2014 through June 30, 2015.

1u. Approve out-of-state conference for Opal School Summer Conference on June 18-22, 2014, in Portland, Oregon.

1v. Approve/Ratify Amendment #2 to Contract #38018 with the Orange County Department of Education (OCDE) for implementation and software support of the SunGard Bi-Tech System for fiscal year 2014/2015.

1w. Approve/Ratify contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2014 through June 30, 2015.

1x. Approve Independent Contractor Agreement between Fullerton School District and Rodger Bybee for Science, Technology, Engineering, Art, and Mathematics (STEAM) Workshop for Richman School to be held on June 2-3, 2014.

1y. Approve out-of-state conference attendance for Dr. Robert Pletka for the International Society for Technology in Education (ISTE) Conference in Atlanta, Georgia, June 28-July 1, 2014.

1z. Approve agreement for services with KPI Architects, Inc., for architectural services.

1aa. Approve request to go out to bid for paving repairs at various school sites.

1bb. Approve Independent Contractor Agreement between Fullerton School District and Sarah Landis to provide consulting services on June 4 & 5, 2014.

1cc. Approve Independent Contractor Agreement between Fullerton School District (FSD) and The Document Based Questioning (DBQ) Project to provide professional development training on June 5, 2014.

#### Discussion/Action Items:

2a. Award contract to Fortnet Security, Inc., pursuant to the State of California Multiple Award Schedules (CMAS), contract number 3-14-70-3039A, for the purchase of network hardware, threat prevention subscription, and hardware support as needed throughout the District.



2b. Approve Declaration of Need for Fully Qualified Educators for the 2014/2015 school year.

2c. Adopt Resolution #13/14-15 eliminating/reducing identified Classified positions.

2d. Declare Apple Computer, Inc., as sole source vendor to Fullerton School District for computer products and services effective this date, and delegate to the Superintendent, Assistant Superintendent of Educational Services, and/or Assistant Superintendent of Business Services the power to negotiate all terms and conditions with Apple Computer, Inc., that are in the best interest of the District.

#### Administrative Reports

3a. Local Control & Accountability Plan (LCAP)

3b. "Sunshine" California School Employees Association's (CSEA), Chapter 130 2014/2015 proposal to negotiate with Fullerton School District.

#### 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, June 10, 2014, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** May 13, 2014

**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), extra duty assignment(s), resignation(s), leave(s) of absence and retirement(s), paid administrative leave(s), and termination(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 MAY 13, 2014**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Yadira Alcala	Substitute Teacher	Employ	100	04/04/2014
Janet Au	Substitute Teacher	Employ	100	04/10/2014
Katherine Barajas	Substitute Teacher	Employ	100	04/10/2014
Pamela Brand	Substitute Teacher	Employ	100	04/09/2014
Caroline Bush	Substitute Teacher	Employ	100	03/31/2014
Molly Horen	Substitute Teacher	Employ	100	04/09/2014
Rosa Lee	Substitute Teacher	Employ	100	04/04/2014
Diana Lopez	Substitute Teacher	Employ	100	04/03/2014
Gavin Ma	Substitute Teacher	Employ	100	04/14/2014
Samantha Meyer	Substitute Teacher	Employ	100	04/21/2014
Rafael Monroy Jr.	Substitute Teacher	Employ	100	04/11/2014
Lisa Nelson	Substitute Teacher	Employ	100	04/10/2014
Cerissa Riley	Substitute Teacher	Employ	100	04/03/2014
Lisa Witte	Substitute Teacher	Employ	100	03/31/2014

**EXTRA DUTY ASSIGNMENT(S)**

**Approve daily rate not to exceed 4 days from budget #217 for Sung Chi to facilitate trainings.**

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Blair Campbell	3 <sup>rd</sup> Grade/Beechwood	Leave of Absence	05/02/14-05/30/14
Monah Chung	2 <sup>nd</sup> Grade/Richman	Leave of Absence	04/16/14-04/30/14
Heidi Cockerill	5 <sup>th</sup> and 6 <sup>th</sup> GATE/Acacia	Leave of Absence	2014/2015
Lindsey Fiori	Psychologist/ Student Support Svcs.	Leave of Absence	05/13/14-06/30/14
Andrea Flournoy	Leave of Absence	Resign	05/30/2014
Jeaninne Gustafson	4 <sup>th</sup> Grade/Sunset Lane	Retire	05/30/2014

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON MAY 13, 2014**

**RESIGNATION(S), LEAVE(S) OF ABSENCE, AND RETIREMENT(S) - CONTINUED**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Janet Langford	2 <sup>nd</sup> Grade/Acacia	Retire	05/30/2014
Tamara Maher	Kindergarten/Acacia	Resign	05/30/2014
Christel Maiwald	Resource/Raymond	Retire	05/30/2014
Eric Mizutani	Assist. Principal/Parks	Resign	06/09/2014
Leann Mulay	4 <sup>th</sup> Grade/Laguna Road	Leave of Absence	04/07/14-05/30/14
Leann Mulay	4 <sup>th</sup> Grade/Laguna Road	Leave of Absence	2014/2015
Michael Ogas	P.E./Fisler	Resign	05/30/2014
Melissa Rowland	Math/Nicolas	Leave of Absence	04/08/14-05/30/2014
Lindsey Rutherford	S.D.C./Nicolas	Resignation Date Correction	04/09/2014
Rachel Small	Speech/Student Support Svcs.	Resign	05/30/2014

**PAID ADMINISTRATIVE LEAVE(S) OF ABSENCE**

<b>EMPLOYEE NUMBER</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
4958	Elementary Grade/Golden Hill	Paid Leave of Absence	04/04/14-04/16/14

**TERMINATION(S)**

<b>EMPLOYEE NUMBER</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
4068	Unpaid Administrative Leave	Terminate	04/16/2014

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 May 13, 2014.

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Clerk/Secretary

CONSENT ITEM

**DATE:** May 13, 2014  
**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: May 13, 2014**

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Acacia	Acacia Elementary School Foundation	Community Partner	monetary donation	for the school	\$83,000.00
Acacia	Jamba Juice	Community Partner	monetary donation	for the school	\$82.40
Acacia	Kroger	Community Partner	monetary donation	for the school	\$91.94
Acacia	Tritone Music Academy	Community Partner	monetary donation	for the school	\$208.00
Acacia	Wells Fargo Matching Gift	Community Partner	monetary donation	for the school	\$25.00
Beechwood	Beechwood School PTSA		monetary donation	for the 6 <sup>th</sup> Grade OSS Scholarship	\$1,000.00
Beechwood	Beechwood School PTSA		monetary donation	for general supplies	\$1,000.00
Beechwood	Mrs. Renee Lorenzo	Parent	various playground balls	for the school	
Beechwood	Simplex Business Solutions	Community Partner	monetary donation	for 6 <sup>th</sup> Grade OSS	\$100.00
Beechwood	Mrs. Jill Stecher	Parent	monetary donation	for the school	\$45.00
Commonwealth	Wilson W. Phelps Foundation	Community Partner	monetary donation	for the school	\$24,440.00
Fern Drive	Fern Drive PTA		monetary donation	for Outdoor Education	\$2,500.00
Fern Drive	Fern Drive PTA		monetary donation	for math and music	\$6,000.00
Fern Drive	Ju Oh	Parent	monetary donation	for the school	\$260.00
Fine Arts	McCoy Mills	Community Partner	monetary donation	for All the Arts for All the Kids Program	\$1,000.00
Fisler	Apple Inc.	Community Partner	monetary donation	for the Fisler Instructional Program	\$461.25
Fisler	Edison Gifts and Edison Contributions Campaign	Community Partner	monetary donation	for the Instructional Program	\$270.00
Fisler	FFAST Foundation	Community Partner	monetary donation	for the school	\$375.00
Fisler	Fisler PTSA	Community Partner	monetary donation	for the school	\$200.00
Fisler	Fisler PTSA	Community Partner	monetary donation	for the library	\$3,000.00
Fisler	Fisler PTSA	Community Partner	monetary donation	for track	\$27,584.90
Hermosa Drive	Hermosa Drive PTA		monetary donation	for field trips	\$910.00
Hermosa Drive	Mrs. Nicole Ho	Parent	monetary donation	for GATE	\$200.00
Hermosa Drive	Toyota Matching Gifts to Education	Community Partner	monetary donation	for GATE	\$500.00
Ladera Vista J.H.	Wilson W. Phelps Foundation	Community Partner	monetary donation	for the school	\$8,089.00

**FULLERTON SCHOOL DISTRICT**

***Gifts: May 13, 2014***

Laguna Road	Laguna Road School Chorus Foundation	Community Partner	monetary donation	for instructional materials/copy paper	\$250.00
Maple	Wilson W. Phelps Foundation	Community Partner	monetary donation	for the school	\$20,813.00
Nicolas J.H.	Edison International Annual Campaign Match	Community Partner	monetary donation	for Science/STEM	\$1,150.00
Nicolas J.H.	Lifetouch	Community Partner	monetary donation	for P.E.	\$74.73
Nicolas J.H.	Wilson W. Phelps Foundation	Community Partner	monetary donation	for the school	\$1,710.00
Orangethorpe	Sylvia Stephens	Parent	monetary donation	for the Running Club	\$120.00
Pacific Drive	Wilson W. Phelps Foundation	Community Partner	monetary donation	for the school	\$10,982.00
Parks J.H.	Mr. and Mrs. Michael Konieczny	Parents	monetary donation	for band	\$200.00
Richman	Richman PTA		monetary donation	for 5 <sup>th</sup> Grade	\$2,000.00
Rolling Hills	Rolling Hills Education Foundation	Community Partner	monetary donation	for P.E. and media center programs	\$7,680.00
Rolling Hills	Tanaka Farms	Community Partner	monetary donation	for the school	\$497.00
Rolling Hills	Wells Fargo Foundation	Community Partner	monetary donation	for the school	\$115.38
Sunset Lane	Wells Fargo Matching Gift	Community Partner	monetary donation	for the school	\$490.91
Superintendent's Office	SchoolsFirst Federal Credit Union	Community Partner	monetary donation	for the Superintendent's Office	\$5,000.00
Superintendent's Office	Scott Sussman	Community Partner	100 children's books	for Valencia Park School	
Woodcrest	General Youth Foundation	Community Partner	monetary donation	for Child Obesity 180/ASAP	\$500.00
Woodcrest	Woodcrest Elementary School PTA		monetary donation	for the school	\$420.00
Woodcrest	Woodcrest Elementary School PTA		monetary donation	for arts	\$468.00

CONSENT ITEM

**DATE:** May 13, 2014

**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 H22C0151 THROUGH H22C0163, H22D0881 THROUGH H22D0969, H22M0214 THROUGH H22M0231, H22R0815 THROUGH H22R0901, H22S0013 THROUGH H22S0014, H22T0009 THROUGH H22T0010, H22V0121 THROUGH H22V0151, H22X0387 THROUGH H22X0402, AND H22Y0061 THROUGH H22Y0062 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 H22C0151 through H22C0163, H22D0881 through H22D0969, H22M0214 through H22M0231, H22R0815 through H22R0901, H22S0013 through H22S0014, H22T0009 through H22T0010, H22V0121 through H22V0151, H22X0387 through H22X0402, and H22Y0061 through H22Y0062 for the 2013/2014 fiscal year.

SH:SM:gs  
Attachment



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/13/2014**

FROM 03/28/2014 TO 04/24/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0151	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0130428109 5210	Site Discr Instr Valencia Park / Conferences and Meetings
H22C0152	PORTLAND CHILDREN'S MUSEUM	4,510.00	820.00	0134021101 5210	EISS Instruction Orangethorpe / Conferences and Meetings
			820.00	0152557709 5210	Board Discret / Conferences and Meetings
			2,870.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
H22C0153	CHILDREN'S CENTER AT CALTECH	245.00	245.00	1208513101 5210	Childcare Instr Fern Dr / Conferences and Meetings
H22C0154	CSU FULLERTON AUXILIARY SVCS C	75.00	75.00	0112154101 5210	Special Day Class MS Instr / Conferences and Meetings
H22C0155	PESI HEALTHCARE	189.99	189.99	0125554391 5210	LEA Medi Cal Reimb Autism OT / Conferences and
H22C0156	WESTERN PSYCHOLOGICAL SERVICES	750.00	750.00	0125554391 5210	LEA Medi Cal Reimb Autism OT / Conferences and
H22C0157	SUMMIT PROFESSIONAL EDUCATION	338.00	338.00	0150554101 5210	Occup Therapy Autism Instr / Conferences and Meetings
H22C0158	CALIFORNIA SCHOOL PERSONNEL	900.00	900.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
H22C0159	PERSONNEL COMMISSIONERS ASSOCI	75.00	75.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
H22C0160	THINKING MAPS INC	2,190.00	2,190.00	0130212101 5210	Econ Impact Aid Commonwealth / Conferences and
H22C0161	NANCY FETZER'S LITERACY CONNEC	318.00	318.00	0130429109 4310	Site Discr Instr Woodcrest / Materials and Supplies Instr
H22C0162	UC REGENTS	480.00	480.00	0130452279 5210	Central Discr Administration / Conferences and Meetings
H22C0163	SAN JOAQUIN CNTY OFFICE OF EDU	1,000.00	1,000.00	0109555101 5210	Educ Services Donations Instr / Conferences and Meetings
H22D0881	AMAZON.COM	158.60	158.60	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
H22D0882	AMAZON.COM	170.94	170.94	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
H22D0883	AMAZON.COM	41.65	41.65	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22D0884	BRAINPOP LLC	2,590.00	863.00	0122427101 4310	Title III Limited Engl Sunset / Materials and Supplies Instr
			863.00	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
			864.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D0885	SCHOOL NURSE SUPPLY INC	55.93	55.93	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22D0886	PRESIDENT'S CHALLENGE	54.58	54.58	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22D0887	AMAZON.COM	48.21	48.21	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
H22D0888	SUPPLY MASTER	125.39	125.39	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr

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H22D0889	SUPPLY MASTER	246.24	246.24	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
H22D0890	AMAZON.COM	392.08	234.27	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			157.81	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
H22D0891	AMAZON.COM	1,107.99	1,107.99	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22D0892	WHITE RHINO PROMOTIONAL SOLUTI	1,071.20	1,071.20	0152657719 4350	Superintendent Discret / Materials and Supplies Office
H22D0893	AMAZON.COM	236.19	236.19	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
H22D0894	AMAZON.COM	85.47	85.47	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
H22D0895	AMAZON.COM	35.84	35.84	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
H22D0896	AMAZON.COM	201.09	61.29	1208513271 4350	Childcare Admin Fern Drive / Materials and Supplies
			139.80	1208530271 4350	Childcare Admin Fisler / Materials and Supplies Office
H22D0897	COMPLETE BUSINESS SYSTEMS	1,321.60	1,321.60	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22D0898	AMAZON.COM	395.64	395.64	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0899	APPLE COMPUTER INC.	320.76	320.76	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0900	PAPER RECYCLING SHREDDING	89.00	89.00	0135252393 4350	School Safety Program Pupil Sv / Materials and Supplies
H22D0901	CDW.G	131.58	131.58	0135252393 4350	School Safety Program Pupil Sv / Materials and Supplies
H22D0902	SCHOOL MATE	1,012.46	1,012.46	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
H22D0903	AMAZON.COM	421.19	421.19	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
H22D0904	SCHOOL MATE	514.20	514.20	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
H22D0905	PITSCO	216.72	216.72	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22D0906	EDGEWOOD PRESS INC	701.25	701.25	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
H22D0907	JONES SCHOOL SUPPLY	435.44	435.44	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22D0908	KING GRAPHICS	1,073.55	1,073.55	0110310109 4310	Reimburse Acacia Disc / Materials and Supplies Instr
H22D0909	AMAZON.COM	1,209.00	1,209.00	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
H22D0910	VEX ROBOTICS INC	2,883.31	2,883.31	0130420139 4310	Science Nicolas / Materials and Supplies Instr

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H22D0911	IMAGESTUFF.COM	1,034.40	1,034.40	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
H22D0912	B AND H PHOTO VIDEO INC	187.34	187.34	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0913	PICABOO YEARBOOKS CORPORATION	1,010.46	1,010.46	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
H22D0914	CROWN AWARDS	65.03	65.03	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
H22D0915	MERIDIAN EDUCATION CORPORATION	58.95	58.95	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
H22D0916	CREATIVE COOKBOOK COMPANY	1,398.00	1,398.00	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
H22D0917	DATA MANAGEMENT INC	498.64	498.64	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
H22D0918	GOV CONNECTION	1,044.71	1,044.71	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
H22D0919	ART SUPPLY WAREHOUSE	4,580.82	4,580.82	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
H22D0920	CDW.G	85.09	85.09	0160690371 4350	Food Services / Materials and Supplies Office
H22D0921	SCHOLASTIC MAGAZINES	1,224.04	1,224.04	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0922	AMAZON.COM	74.74	74.74	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0923	APPLE COMPUTER INC.	31.32	31.32	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
H22D0924	PRESIDENT'S EDUCATION AWARD PR	94.38	94.38	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
H22D0925	RHODE ISLAND NOVELTY IMPORTERS	117.68	117.68	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
H22D0926	NATURE EXPLORE	3,921.60	1,960.80	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
			1,960.80	1220652101 4310	Federal PreSchool Match Instr / Materials and Supplies
H22D0927	SOUTHWEST SCHOOL SUPPLY	174.83	174.83	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22D0928	NASCO WEST INC	1,146.89	1,146.89	0130417189 4310	Arts Crafts Design Ladera Vista / Materials and Supplies
H22D0929	NASCO WEST INC	594.14	594.14	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
H22D0930	B AND H PHOTO VIDEO INC	251.90	251.90	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D0931	ADVANTAGE IMAGING SUPPLY INC	675.00	675.00	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22D0932	DIGITAL NETWORKS GROUP INC	3,236.38	3,236.38	0152657719 5640	Superintendent Discret / Repairs by Vendors
H22D0934	GREAT BOOKS FOUNDATION, THE	6,329.20	6,329.20	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

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H22D0935	MACBOOKADAPTER/AC INC	919.65	919.65	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22D0936	AMAZON.COM	613.27	613.27	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22D0937	DISCOUNT SCHOOL SUPPLY	122.70	122.70	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22D0938	WE MAIL FOR YOU	64.80	64.80	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22D0939	AMAZON.COM	68.95	68.95	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22D0940	GREAT BOOKS FOUNDATION, THE	3,780.19	3,780.19	0130227107 4310	Econ Impact Aid PY Sunset Ln / Materials and Supplies
H22D0941	AMAZON.COM	212.48	212.48	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22D0942	APPLE COMPUTER INC.	341.28	341.28	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22D0943	SUPPLY MASTER	8,012.88	8,012.88	0122428101 4310	Title III Ltd Engl Valencia Pa / Materials and Supplies Inst
H22D0944	AMAZON.COM	508.82	508.82	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
H22D0945	JONES SCHOOL SUPPLY	62.70	62.70	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
H22D0946	PINNACLE RADIO INC	517.20	517.20	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
H22D0947	AMAZON.COM	167.51	167.51	0130218107 4310	Econ Impact Aid PY Laguna Rd / Materials and Supplies
H22D0948	DEMCO INC	72.52	72.52	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0949	APPLE COMPUTER INC.	264.60	264.60	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22D0950	SOLIDARITY	1,056.02	1,056.02	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22D0951	AMAZON.COM	28.95	28.95	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
H22D0952	AMAZON.COM	146.12	146.12	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
H22D0953	FINE WOODEN TOYS	820.55	820.55	1220652101 4310	Federal PreSchool Match Instr / Materials and Supplies
H22D0954	SCHOOL NURSE SUPPLY INC	55.93	55.93	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22D0955	DEMCO INC	100.85	100.85	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22D0956	CHALK SPINNER LLC	967.98	967.98	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
H22D0957	CHALK SPINNER LLC	967.98	967.98	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
H22D0958	HAZ RENTAL CENTER	1,842.35	1,100.00	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr

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H22D0958	*** CONTINUED ***				
			742.35	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22D0959	STAPLES 025724519	79.33	79.33	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
H22D0960	AMAZON.COM	462.46	462.46	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22D0961	DAISY IT	638.91	638.91	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
H22D0962	AMAZON.COM	193.31	193.31	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22D0963	OFFICE DEPOT BUSINESS SERVICE	1,064.20	1,064.20	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22D0964	MOREY'S MUSIC	2,680.13	2,680.13	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
H22D0965	AMAZON.COM	213.16	213.16	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
H22D0966	AMAZON.COM	890.64	890.64	0130227107 4310	Econ Impact Aid PY Sunset Ln / Materials and Supplies
H22D0967	KAPLAN SCHOOL SUPPLY	614.90	614.90	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
H22D0968	KAPLAN SCHOOL SUPPLY	614.90	614.90	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
H22D0969	PUT IN CUPS	934.56	934.56	0111612101 4310	Donation Instr Commonwealth / Materials and Supplies
H22M0214	LOWES HIW INC	126.68	126.68	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0215	AIR FILTRATION SOLUTIONS	1,393.49	1,393.49	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0216	AMBIENT ENVIRONMENTAL INC	500.00	500.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22M0217	ATOMIC CLOCKS ONLINE	1,032.48	1,032.48	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0218	MCM ELECTRONICS	323.99	323.99	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0219	SURFACE TECHNOLOGY COMPANY	857.40	857.40	0153453819 4363	Vandalism / Materials and Supplies Repairs
H22M0220	SHIFFLER EQUIPMENT SALES	256.26	256.26	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0221	BUDGET BLINDS	1,367.78	1,367.78	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0222	MIRACLE RECREATION EQUIPMENT C	6,137.08	6,137.08	1453321819 4363	Deferred Maint Orangethorpe / Materials and Supplies
H22M0223	MIRACLE RECREATION EQUIPMENT C	4,728.05	4,728.05	1453324819 4363	Deferred Maint Raymond School / Materials and Supplies
H22M0224	MIRACLE RECREATION EQUIPMENT C	5,770.79	5,770.79	1453325819 4363	Deferred Maint Richman School / Materials and Supplies

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H22M0225	MONTGOMERY HARDWARE COMPANY	1,043.00	1,043.00	1453318819 4363	Deferred Maint Laguna Road / Materials and Supplies
H22M0226	MONTGOMERY HARDWARE COMPANY	889.88	889.88	1453322859 4363	Deferred Maint Fac Pacific Dr / Materials and Supplies
H22M0227	MCM ELECTRONICS	421.18	421.18	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0228	COVENANT AIR SYSTEM	494.55	494.55	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0229	S AND R AIR CONDITIONING AND H	325.00	325.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22M0230	HAJOCA CORPORATION	1,634.29	1,634.29	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0231	A 1 FENCE COMPANY	1,384.00	1,384.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22R0815	KREMER PUBLICATIONS INC	669.61	669.61	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22R0816	AMAZON.COM	172.69	172.69	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0817	AMAZON.COM	105.87	105.87	0153750799 4350	Business Administration DC / Materials and Supplies
H22R0818	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	0121224101 5210	Title I Raymond Instruction / Conferences and Meetings
H22R0819	AMAZON.COM	279.05	279.05	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
H22R0820	AMAZON.COM	142.56	142.56	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
H22R0821	AMAZON.COM	344.35	344.35	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
H22R0822	APPLE COMPUTER INC.	3,196.00	3,196.00	0140955249 5100	Info Systems Serv Media DC / Subagreements for Services
H22R0823	WESTERN PSYCHOLOGICAL SERVICES	426.60	426.60	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
H22R0824	APPLE COMPUTER INC.	433.92	430.92	0144157109 6410	Dist Laptop Prog Instr / New Equip Less Than \$10,000
			3.00	0144157259 4350	Laptop Program Inform System / Materials and Supplies
H22R0825	DAISY IT	165.48	165.48	0153050799 4350	Business Administration DC / Materials and Supplies
H22R0826	B AND H PHOTO VIDEO INC	636.66	636.66	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
H22R0827	WHITE RHINO PROMOTIONAL SOLUTI	797.47	797.47	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
H22R0828	APPLE COMPUTER INC.	13,309.20	13,309.20	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
H22R0829	HAL LEONARD CORPORATION	75.00	75.00	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22R0830	DAISY IT	194.27	194.27	0135252393 4350	School Safety Program Pupil Sv / Materials and Supplies

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**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 05/13/2014**

FROM 03/28/2014 TO 04/24/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R0831	MIND INSTITUTE	4,000.00	4,000.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
H22R0832	AMAZON.COM	270.80	270.80	8152451741 4350	Property and Liability / Materials and Supplies Office
H22R0833	PARENT INSTITUTE FOR QUALITY E	4,860.00	4,860.00	0130221107 4310	Econ Impact Aid PY Orangethorp / Materials and Supplies
H22R0834	E L ACHIEVE	2,473.42	2,473.42	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
H22R0835	ALIMED	140.42	140.42	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
H22R0836	AEROMARK	37.80	37.80	8152451741 4350	Property and Liability / Materials and Supplies Office
H22R0837	SANOFI PASTEUR INC	854.50	427.25	0152151749 5875	Personnel Serv Certificated DC / Medical Examinations
			427.25	0152258749 5875	Personnel Commission Discret / Medical Examinations
H22R0838	DELVA, JAMES	44.00	44.00	0150454391 4350	Sp Ed Mental Hlth Guidance / Materials and Supplies
H22R0839	DIMICK, SANDI	67.90	67.90	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22R0840	STILES, SEAN	19.37	19.37	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22R0841	DIMICK, SANDI	22.08	22.08	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
H22R0842	SMITH, JOHANNA	400.00	400.00	0125852101 5805	Project CREATE Instruction / Consultants
H22R0843	CHAMPLIN, BRANDY	51.14	51.14	0130423179 4310	Video Art Production Parks / Materials and Supplies Instr
H22R0844	RITZ, MICHELLE	80.00	80.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22R0845	SCHALLER, JENNIFER	263.00	263.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
H22R0846	DISCOVERY SCIENCE CENTER	5,940.00	5,940.00	0109555271 5805	Educ Services Donations Admin / Consultants
H22R0847	AMAZON.COM	198.79	198.79	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
H22R0848	SEGERSTROM CENTER FOR THE ARTS	685.00	685.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22R0849	READ NATURALLY	399.00	399.00	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
H22R0850	OFFICE DEPOT BUSINESS SERVICE	64.79	64.79	0109555271 4350	Educ Services Donations Admin / Materials and Supplies
H22R0851	KNOTT'S BERRY FARM	5,248.00	5,248.00	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
H22R0852	GENERAL BINDING CORP	929.79	929.79	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
H22R0853	AMAZON.COM	455.76	455.76	0111555103 4310	Gifted and Talented Education / Materials and Supplies

**FULLERTON ELEMENTARY**  
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H22R0854	BENNETT M.A., DONNA	100.00	100.00	0135531223 5805	BTSA Staff Dev Buena Park SD / Consultants
H22R0855	APPLE COMPUTER INC.	433.92	433.92	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22R0856	AMAZON.COM	2,391.32	2,391.32	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
H22R0857	B AND H PHOTO VIDEO INC	72.41	72.41	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
H22R0858	LOS ANGELES ZOO	475.00	475.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
H22R0859	LINKS SIGN LANGUAGE AND	617.50	617.50	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
H22R0860	INNOVATIVE LEARNING CONCEPTS	1,082.16	1,082.16	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
H22R0861	APPLE COMPUTER INC.	28,178.64	15,672.84	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			2,588.52	0122422101 4310	Title III Limited Engl Pacific / Materials and Supplies Inst
			9,917.28	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
H22R0862	RONCEVICH, KIMBERLY	787.96	787.96	0130420119 4310	Music Nicolas / Materials and Supplies Instr
H22R0863	DESAI, SHITAL	75.00	75.00	0130420139 4310	Science Nicolas / Materials and Supplies Instr
H22R0864	SONORA AGRICULTURE FOUNDATION	192.00	192.00	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
H22R0865	SAPIEN CREATIONS	500.00	500.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
H22R0866	SCHOLASTIC INC	1,900.00	1,900.00	0130227107 4310	Econ Impact Aid PY Sunset Ln / Materials and Supplies
H22R0867	APP DEVELOPERS LLC, THE	6,984.00	6,984.00	0140955249 5805	Info Systems Serv Media DC / Consultants
H22R0868	CJ ENTERPRISES	122.50	122.50	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
H22R0869	WESTMINSTER SCHOOL DISTRICT	26,605.34	26,605.34	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
H22R0870	MOORE, ILENE	3,600.00	3,600.00	0111612131 4310	Donation Fine Arts SchlPlay CW / Materials and Supplies
H22R0871	RADZAI-SANCHEZ, TERRY	547.05	547.05	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
H22R0872	NILES BIOLOGICAL	726.00	726.00	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
H22R0873	INSECT LORE PRODUCTS	3,258.39	3,258.39	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
H22R0874	MIND INSTITUTE	3,499.00	3,499.00	0100000000 9330	Unrestricted / Prepaid Expenditures
H22R0875	RONSTADT, DEBORAH	264.60	264.60	0130413109 4310	Site Diser Instruction Fern Dr / Materials and Supplies Inst



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H22R0876	BUBBLEMANIA AND COMPANY LA LLC	600.00	600.00	0132952101 5805	Aft Sch Ed Sfty Grt Cohort 6 / Consultants
H22R0877	TRIO ELLAS	525.00	525.00	1220652101 5805	Federal PreSchool Match Instr / Consultants
H22R0878	RAMIREZ, DANIELLE	25.13	25.13	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22R0879	STILES, SEAN	32.65	32.65	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22R0880	LEE, SUZANNE	157.71	157.71	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
H22R0881	JOHNSON, ROBERT	72.64	72.64	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
H22R0882	DEMAIO, DANIELLE	51.00	51.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22R0883	UDHUS, KARI	81.39	81.39	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22R0884	DAVIS, DARREN C	89.85	89.85	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
H22R0885	CISNEROS, NATALIE H	107.40	107.40	0150454391 4350	Sp Ed Mental Hlth Guidance / Materials and Supplies
H22R0886	JOHNSON, ROBERT	42.12	42.12	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
H22R0887	COLLAR, THERESA	472.24	472.24	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22R0888	SCANTRON	139.49	139.49	0152258749 4350	Personnel Commission Discret / Materials and Supplies
H22R0889	PERSONNEL TESTING COUNCIL	40.00	40.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
H22R0890	DAISY IT	153.23	153.23	0151354341 4350	Health Services / Materials and Supplies Office
H22R0891	NEW MANAGEMENT INC	236.00	236.00	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
H22R0892	EXECUTIVE ENVIRONMENTAL SERVIC	1,195.43	1,195.43	8152451741 5805	Property and Liability / Consultants
H22R0893	HELFRICH ASSOCIATES	2,434.50	2,434.50	8152451741 5805	Property and Liability / Consultants
H22R0894	AMAZON.COM	73.44	73.44	0151354341 4350	Health Services / Materials and Supplies Office
H22R0895	MIND INSTITUTE	3,324.05	3,324.05	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
H22R0896	MCTAGUE, BRIDGET	133.63	133.63	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22R0897	DAVIS, CATALINA	540.00	540.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
H22R0898	WHISNANT, KAREN	20.50	20.50	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
H22R0899	GILLIGAN, ROBIN	297.69	297.69	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies

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H22R0900	MORALES, ELIZABETH	2,657.25	2,657.25	0130452279 5805	Central Discr Administration / Consultants
H22R0901	ACCUTRAIN CORPORATION	433.87	433.87	0125554341 4350	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
H22S0013	NORTH ORANGE COUNTY COMMUNITY	1,066.68	1,066.68	0100000000 9320	Unrestricted / Stores
H22S0014	ROCKWELL MEDICAL SUPPLY INC	769.56	769.56	0100000000 9320	Unrestricted / Stores
H22T0009	ANDREWS, JON	221.88	78.82	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			143.06	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22T0010	ANDREWS, JON	1,200.00	1,200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22V0121	AMAZON.COM	518.39	518.39	0140955249 6450	Info Systems Serv Media DC / Repl Equip Less Than
H22V0122	FRY'S ELECTRONICS	1,840.26	1,840.26	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
H22V0123	APPLE COMPUTER INC.	3,452.76	216.00	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
			3,236.76	0130215101 6410	Econ Impact Aid Golden Hill / New Equip Less Than
H22V0124	APPLE COMPUTER INC.	8,347.56	3,174.36	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
			5,173.20	0122452221 6410	Title III Instr Staff Dev / New Equip Less Than \$10,000
H22V0125	APPLE COMPUTER INC.	6,684.36	6,684.36	0151055339 6450	Child Welfare and AttendanceDC / Repl Equip Less Than
H22V0126	PRES-TECH SPECIALTY EQUIPMENT	1,567.93	418.90	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,149.03	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
H22V0127	APPLE COMPUTER INC.	6,363.16	3,892.04	0156556369 6450	Home to Sch Transportation DC / Repl Equip Less Than
			2,471.12	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
H22V0128	SUPERBIIZ.COM	14,041.04	2,168.10	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
			11,872.94	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
H22V0129	AMAZON.COM	686.85	686.85	0140955249 6450	Info Systems Serv Media DC / Repl Equip Less Than
H22V0130	IT OUTLET INC	15,841.44	1,458.00	2567150851 4310	Facilities / Materials and Supplies Instr
			14,383.44	2567150851 6410	Facilities / New Equip Less Than \$10,000
H22V0131	AMAZON.COM	565.22	565.22	0140955249 6450	Info Systems Serv Media DC / Repl Equip Less Than
H22V0132	NASCO WEST INC	1,885.68	1,885.68	0141655101 6410	Fine Arts Donations Instr / New Equip Less Than \$10,000
H22V0133	APPLE COMPUTER INC.	2,290.56	4.00	0152757789 4350	Administrative Assistant DC / Materials and Supplies

**FULLERTON ELEMENTARY**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22V0133	*** CONTINUED ***		2,286.56	0152757789 6450	Administrative Assistant DC / Repl Equip Less Than
H22V0134	APPLE COMPUTER INC.	23,838.14	6,028.34	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
			17,809.80	0111616101 6410	Donation Instruction Hermosa / New Equip Less Than
H22V0135	APPLE COMPUTER INC.	1,596.32	798.16	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			798.16	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
H22V0136	APPLE COMPUTER INC.	17,893.44	5,800.00	0130217101 6410	Econ Impact Aid Ladera Vista / New Equip Less Than
			293.44	0130217107 6410	Econ Impact Aid PY Ladera Vist / New Equip Less Than
			11,800.00	0130417109 6410	Site Discr Instruction Ladera / New Equip Less Than
H22V0137	APPLE COMPUTER INC.	70,586.16	34,104.00	0121229101 6410	Title I Woodcrest Instruction / New Equip Less Than
			14,122.00	0122429101 6410	Title III Ltd Engl Woodcrest / New Equip Less Than
			3,498.00	0130229101 6410	Econ Impact Aid Woodcrest / New Equip Less Than
			3,516.00	0130229107 6410	Econ Impact Aid PY Woodcrest / New Equip Less Than
			15,346.16	0130429109 6410	Site Discr Instr Woodcrest / New Equip Less Than \$10,000
H22V0138	LENOVO INC	48,042.68	48,042.68	2567150851 6410	Facilities / New Equip Less Than \$10,000
H22V0139	APPLE COMPUTER INC.	1,150.92	1,150.92	0160690371 6410	Food Services / New Equip Less Than \$10,000
H22V0140	APPLE COMPUTER INC.	18,995.04	1,000.00	0122426101 6410	Title III Limited Engl Rolling / New Equip Less Than
			864.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
			17,131.04	0130426109 6410	Site Discr Instruction Rolling / New Equip Less Than
H22V0141	CONCEPTS SCHOOL AND OFFICE FUR	4,271.94	4,271.94	0111612111 6410	Donation Autism Commonwealth / New Equip Less Than
H22V0142	MAKERBOT INDUSTRIES LLC	10,367.68	878.21	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			9,489.47	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
H22V0143	APPLE COMPUTER INC.	35,040.72	1,152.48	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			21,874.32	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
			12,013.92	0140955249 6450	Info Systems Serv Media DC / Repl Equip Less Than
H22V0144	APPLE COMPUTER INC.	4,100.76	216.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			3,884.76	0121222101 6410	Title I Pacific Drive Instr / New Equip Less Than \$10,000
H22V0145	NATURE EXPLORE	933.60	301.32	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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H22V0145	*** CONTINUED ***				
			632.28	0139252261 6410	School Readiness Parent Partic / New Equip Less Than
H22V0146	NATURE EXPLORE	933.60	394.68	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
			538.92	0139252261 6410	School Readiness Parent Partic / New Equip Less Than
H22V0147	APPLE COMPUTER INC.	1,614.24	1,614.24	0121224101 6410	Title I Raymond Instruction / New Equip Less Than
H22V0148	AAERO SWEET CORPORATION	21,691.55	21,691.55	0153353819 6550	Plant Maintenance DC / Repl Equip Greater Than \$10000
H22V0149	SWEETWATER SOUND INC	7,446.28	972.92	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			2,750.22	0130217101 6410	Econ Impact Aid Ladera Vista / New Equip Less Than
			972.92	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
			2,750.22	0130417109 6410	Site Discr Instruction Ladera / New Equip Less Than
H22V0150	APPLE COMPUTER INC.	16,693.44	16,693.44	0130427109 6410	Site Discr Instr Sunset Lane / New Equip Less Than
H22V0151	APPLE COMPUTER INC.	15,612.81	2,563.13	0130227101 6410	Econ Impact Aid Sunset Lane / New Equip Less Than
			13,049.68	0130227107 6410	Econ Impact Aid PY Sunset Ln / New Equip Less Than
H22X0387	INTERMOUNTAIN DEACONESS CHILDR	65,000.00	40,000.00	0150454181 5100	Mental Health Support NPA NPS / Subagreements for
			25,000.00	0150454181 5865	Mental Health Support NPA NPS / Nonpublic School
H22X0388	FINAMORE, THERESA	3,750.00	3,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
H22X0389	FERRANTE, SUSAN MARIE	2,250.00	2,250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
H22X0390	WEST COAST PROMO RESOURCE	500.00	500.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
H22X0391	VOGEL, MELANIE	750.00	750.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0392	GREEN, BRYAN	1,500.00	1,500.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0393	ADAMSON, GREG	2,400.00	2,400.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0394	SZABO, ISTVAN ZOLTAN	750.00	750.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0395	SOULY, WILFRIED G.	625.00	625.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0396	JONES, DALE	3,750.00	3,750.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0397	HALL, GABRIEL	2,250.00	2,250.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0398	DAVIS, CHELSEA KREITLER	1,050.00	1,050.00	0141655101 5805	Fine Arts Donations Instr / Consultants

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H22X0399	HANSEN, ANNA RUTH	1,704.00	1,704.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0400	ENGLAND, KATHERINE	3,000.00	3,000.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0401	JUDD, MARSHA	1,980.00	1,980.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22X0402	NELSON, HANNAH ENGLAND	1,600.00	1,600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
H22Y0061	HOLLINS AUTO MACHINE	300.00	300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0062	BABCOCK AND SONS, EDWARD S	600.00	600.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
	<b>Fund 01 Total:</b>	<b>625,814.83</b>			
	<b>Fund 12 Total:</b>	<b>7,093.85</b>			
	<b>Fund 14 Total:</b>	<b>18,568.80</b>			
	<b>Fund 25 Total:</b>	<b>63,884.12</b>			
	<b>Fund 81 Total:</b>	<b>6,645.65</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>722,007.25</b>			

**Addendum to:**

Purchase Order Detail Report  
Board of Trustees Meeting 05/13/2014

The purchase order referenced below did not appear on the Purchase Order Detail Report. It was printed as of 4/15/2014, but printed **after** the board report was created.

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amount</u>	<u>Account Number</u>	<u>Psuedo/Object Description</u>
H22D0933	School Nurse Supply		54.28	0130411109-4310	Site Discr Instruction Beechwood/Materials
		<b>54.28</b>			
	<b>Fund 01 Total:</b>	<b>54.28</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>54.28</b>			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

05/13/2014

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H22C0126	CHILDREN LEARNING WITH NATURE	2,970.00	+1,550.00	0132952101 5210	Aft Sch Ed Sfty Grt Cohort 6 / Conferences and Meetings
H22M0213	ENKO SYSTEMS INC	7,469.20	+1,069.20	1453316819 5640	Deferred Maint Hermosa Drive / Repairs by Vendors
H22R0763	RJ COOPER AND ASSOCIATES	138.12	+16.20	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
H22R0769	ULINE	82.60	+33.04	0151354341 4350	Health Services / Materials and Supplies Office
H22X0005	SOUTHWEST SCHOOL SUPPLY	14,500.00	+2,500.00	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
H22X0017	SOUTHWEST SCHOOL SUPPLY	4,114.54	+300.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
H22X0023	SOUTHWEST SCHOOL SUPPLY	12,500.00	+1,000.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
H22X0040	VERIZON WIRELESS	1,140.00	+300.00	0140955249 5900	Info Systems Serv Media DC / Communications
H22X0052	COSTCO WHOLESALE	1,000.00	+500.00	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
H22X0060	OCCUPATIONAL HEALTH CENTERS OF	12,000.00	+1,500.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
H22X0082	FEDERAL EXPRESS CORP	2,300.00	+800.00	0152950729 5901	Districtwide Expenditures / Communications Postage
H22X0109	GRAVES ADVERTISING PLUS	20,035.00	+3,035.00	0140955249 5805	Info Systems Serv Media DC / Consultants
H22X0140	SOUTHWEST SCHOOL SUPPLY	2,700.00	+1,700.00	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
H22X0149	ORANGE CNTY DEPARTMENT OF EDUC	180,000.00	+15,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
H22X0150	ORANGE CNTY DEPARTMENT OF EDUC	410,000.00	+45,000.00	0171054921 7142	Excess Costs / Excess Cost to County Office
H22X0249	YORK INSURANCE SERVICES GROUP	40,000.00	+5,000.00	6852458741 5805	Workers Comp Admin / Consultants
H22X0250	COSTCO WHOLESALE	4,325.00	+1,325.00	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
H22X0369	SCHOLASTIC BOOK FAIRS	1,500.00	+1,000.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22Y0002	FLEET SERVICES INC	4,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0012	ELMER'S TRUCK SEAT CENTER	1,800.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+600.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
H22Y0013	FACTORY MOTOR PARTS COMPANY	3,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0021	A-Z BUS SALES	6,000.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0022	A 1 TRANSMISSION AND SUPPLY	3,850.00	+700.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

05/13/2014

FROM 03/28/2014 TO 04/24/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
			+650.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
H22Y0026	HOME DEPOT, THE	500.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0028	DIESEL EXHAUST AND EMISSIONS L	2,650.00	+100.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+700.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
H22Y0037	DIESEL SPECIALISTS INC	1,350.00	+750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+100.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
H22Y0055	U HAUL INTERNATIONAL	15,000.00	+5,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22Y0060	L AND R AUTOMOTIVE SUPPLY CO	2,000.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Z0036	NATURAL GREEN	30,000.00	+1,000.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
H22Z0043	REGENCY LIGHTING	8,500.00	+1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	<b>Fund 01 Total:</b>		<b>89,559.24</b>		
	<b>Fund 14 Total:</b>		<b>1,069.20</b>		
	<b>Fund 68 Total:</b>		<b>5,000.00</b>		
	<b>Total Amount of Change Orders:</b>		<b>95,628.44</b>		



**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

05/13/2014

FROM 03/28/2014 TO 04/24/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22D0744	HEINEMANN PUBLISHING	538.43	538.43	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
H22M0189	VISTA PAINT	204.93	204.93	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22R0777	MULTI HEALTH SYSTEMS	823.64	823.64	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits
H22X0371	AREY JONES EDUCATIONAL SOLUTIO	3,000.00	3,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
	<b>Fund 01 Total:</b>	<b>4,567.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>4,567.00</b>			

CONSENT ITEM

**DATE:** May 13, 2014  
**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 160873 THROUGH 160935 FOR THE 2013/2014 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 28, 2014 through April 24, 2014, contains purchase orders numbered 160873 through 160935 for the 2013/2014 school year totaling \$618,363.47. The purchase orders numbered 160876 and 160884 were voided.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 160873 through 160935 for the 2013/2014 school year.

SH:KT:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
03-28-14 through 04-24-14

Date	Vendor	PO Number	Category	Amount	
<b>Open Purchase Orders</b>					
<b>Amount Not To Exceed</b>					
<b>NONE</b>					
TOTAL OPEN PURCHASE ORDERS					0.00
<b>Processed Food &amp; Commodity P.O.'s</b>					
<b>NONE</b>					
Total OPEN Purchase Orders (from this page & page 2 )				\$ -	
Total Purchase Orders Out of Date Sequence				-	
Total Processed Food & Commodity P.O.'s				-	
Total Purchase Orders from Purchase Order Detail Report				618,363.47	
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 618,363.47</b>	

# Purchase Orders - Detail

4/24/2014 8:40:42 AM

## Fullerton School District

Show all data where the Order Date is between 3/28/2014 and 4/24/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>CDW Government</b>	<b>160878</b>	<b>4/1/2014</b>	<b>4/10/2014</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	EA	CDW652858	Netgear 16PT Gig Ethernet Switch JGS516NA			\$200.2800	\$200.28
1	EA	CDW867716	Netgear 3YR Replace Coverage PRR0331NA			\$28.3400	\$28.34
						<b>Sales Tax:</b>	\$16.02
						<b>P.O. Total:</b>	\$244.64
<b>CDW Government</b>	<b>160932</b>	<b>4/18/2014</b>	<b>4/18/2014</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	EA	CDW2521181	Hard Drive, SEA 500GB Seagate#ST905003N1A1AS			\$58.1900	\$58.19
						<b>Sales Tax:</b>	\$4.66
						<b>P.O. Total:</b>	\$62.85
						<b>Vendor Total:</b>	\$307.49 ^
<b>Le Chef Bakery</b>	<b>160880</b>	<b>4/2/2014</b>	<b>4/8/2014</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	cs	1	Brownies, Double Choc. 1.7"x1.14"/196pc			\$54.4200	\$54.42
3	cs	2	Lemon Bar, Mini 49pc			\$15.6900	\$47.07
2	cs	3	Wedding Cookies /75pc			\$22.4700	\$44.94
1	cs	4	Coconut Macaroon, Small /75pc			\$50.3700	\$50.37
3	cs	5	Chocolate Macaroon, /32pc			\$12.8900	\$38.67
3	cs	6	Pistachio Macaroon, /32pc			\$12.8900	\$38.67
3	cs	7	Sea Salt Macaroon, /32pc			\$14.4000	\$43.20
7	cs	8	Creme Puffs, MiniFrench Brulee, /20pc			\$20.0000	\$140.00
3	cs	9	Mini Banquet Pastries, Assort. /35pc			\$31.8500	\$95.55
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$552.89
						<b>Vendor Total:</b>	\$552.89 ^
<b>Fullerton School District</b>	<b>160894</b>	<b>4/8/2014</b>	<b>4/30/2014</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Payroll per April Bitech Report			200,000.0000	\$200,000.00
1	ea	1	Estimated Dist. Exp. per April Bitech Report			\$20,000.0000	\$20,000.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$220,000.00
<b>Fullerton School District</b>	<b>160897</b>	<b>4/10/2014</b>	<b>6/30/2014</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Indirect Cost - SY 13-14			261,558.0000	\$261,558.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$261,558.00
						<b>Vendor Total:</b>	\$481,558.00 ^
<b>Gold Star Foods Inc.</b>	<b>160874</b>	<b>3/31/2014</b>	<b>4/4/2014</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
47	case	380114	Dinner Meal, Power, GS#203032 30 ct.			\$49.8000	\$2,340.60

# Purchase Orders - Detail

4/24/2014 8:40:42 AM

## Fullerton School District

Show all data where the Order Date is between 3/28/2014 and 4/24/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
Gold Star Foods Inc.	160874	3/31/2014	4/4/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$2,340.60
Gold Star Foods Inc.	160875	3/31/2014	5/2/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
56	case	380113	Dinner Meal, Energizer GS#203033 30ct			\$49.8000	\$2,788.80	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$2,788.80
Gold Star Foods Inc.	160877	4/1/2014	4/29/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
83	kits	1	HOTM April Trail Mix			\$15.9500	\$1,323.85	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$1,323.85
Gold Star Foods Inc.	160886	4/3/2014	4/11/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
18	cs	1	GS 203190 Chile Cracker			\$28.1300	\$506.34	
1	cs	2	GS 300078 parmesan cheese			\$54.0800	\$54.08	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$560.42
Gold Star Foods Inc.	160887	4/3/2014	4/11/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
12	each	4012	Onion Powder,GS#202052 Pacific Spice 1.25#			\$3.7500	\$45.00	
12	EA	4015	Paprika,GS#202072 Pacific Spice 1#			\$4.1300	\$49.56	
16	case	7008	Crackers, Pizza MJM GS#203251			\$31.8200	\$509.12	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$603.68
Gold Star Foods Inc.	160892	4/4/2014	4/18/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
36	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs			\$34.0300	\$1,225.08	
36	case	3004	Cereal, Frstd Fikes Reduce Sugar GenMills 96/case			\$25.7300	\$926.28	
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs			\$34.0300	\$1,225.08	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$3,376.44
Gold Star Foods Inc.	160896	4/9/2014	4/11/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
2	cs	1	GS 300473 Whole Wheat Tortillas			\$18.0000	\$36.00	
							<b>Sales Tax:</b>	\$0.00
							<b>P.O. Total:</b>	\$36.00
Gold Star Foods Inc.	160905	4/14/2014	5/2/2014				<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>	
75	case	4339	Dressing,F/F ButtrmkRch#201890 200/12g PPI 001H810			\$8.5000	\$637.50	
45	cs	4314	Sauce,Faco, Sona Hollen #202312 500/9g.			\$10.4100	\$468.45	
90	case	4312	Catsup Packet, Hollens #202485 1000/9gm			\$17.4100	\$1,566.90	
20	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.			\$32.1000	\$642.00	
16	case	30348	Biscuit,GS#10018 Buttermilk Bridgford#6180 60/2oz			\$14.8300	\$237.28	
6	cs	55062	Chicken Burger,Tyson Smkd 174/2.8oz/cs, GS#401598			\$45.8400	\$275.04	
16	case	20016	Corn Wh Krl #173605 Monre 6/#10/cs			\$24.4300	\$390.88	
7	case	57002	Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398			\$18.0000	\$126.00	

# Purchase Orders - Detail

4/24/2014 8:40:42 AM

## Fullerton School District

Show all data where the Order Date is between 3/28/2014 and 4/24/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160905	4/14/2014	5/2/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$4,344.05
Gold Star Foods Inc.	160908	4/15/2014	5/2/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case	\$33.7200	\$2,023.20	
15	case	7210	Bun,Honey Nemo's GS#102238 #20100 60/cs	\$23.6900	\$355.35	
3	case	30052	Pigs-in-Blanket Wrp Dbl B, 60/2oz/cs GS#100488	\$24.8900	\$74.67	
4	case	56301	Buttermilk Bar, SimplyBlues BB#2572 1W 72/2.5oz	\$25.6300	\$102.52	
2	case	4023	Pan Spray, Aerosol, Ventura # 6/14oz.	\$20.0000	\$40.00	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$2,595.74
Gold Star Foods Inc.	160909	4/15/2014	4/25/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972,96csSW#11128W	\$58.9800	\$353.88	
80	case	59043	Pizza,Chs Tony's Galaxy 4" GS#403232 WG 72/cs	\$53.6400	\$4,291.20	
26	case	30347	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case	\$21.5300	\$559.78	
16	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184	\$40.6100	\$649.76	
265	case	55004	Chicken,GS#402075 ChliLimeWings Tyson#21001 2/5#	\$26.1000	\$6,916.50	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$12,771.12
Gold Star Foods Inc.	160910	4/15/2014	4/25/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
118	cs	1	GS 400946 Enchilada Roll	\$25.4600	\$3,004.28	
55	cs	2	GS 101120 Apple Iccc	\$21.8900	\$1,203.95	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$4,208.23
Gold Star Foods Inc.	160911	4/16/2014	4/25/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	55106	French Toast GS#403641 Cinn Glzd SF,1W 110/case	\$47.7900	\$382.32	
5	case	30341	Waffle, GS#134252, Blueberry Smuckers#33661 72 ct	\$35.0500	\$175.25	
6	case	56042	Sandwich,GS#401893,Pancake JTM#CP5817 150 ct	\$74.2500	\$445.50	
16	cs	59525	Roll,BearClawApple,GS#400040,72/3oz,20thC#618130W	\$34.0900	\$545.44	
5	case	30349	Toast, GS#100978, Cinnamon Integ#411000 120ct.	\$33.9500	\$169.75	
14	case	30340	Pancakes,Mini Maple GS#134287 Eggo 1W 72 ct.	\$29.9100	\$418.74	
6	case	7007	Bar,NutriGrain, Strawberry #080123 3ea/16box/case	\$19.8500	\$119.10	
43	case	57002	Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398	\$18.0000	\$774.00	
30	case	8001	Shell Taco,Corn GS#300304, 7" 200/cs MISSION#10112	\$25.4300	\$762.90	
3	case	8264	Chips,Tortilla Round, La Tapatia 1.5oz/120ct#77011	\$29.0600	\$87.18	
18	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs	\$25.9700	\$467.46	
84	case	56506	Mac & Cheese RF whole grain, LOL.#43277 6/5#bg/case	\$44.5500	\$3,742.20	
56	cs	56025	Burrito,Bf&Bn #96575CN Los Cabos 96/5.75 oz/cs	\$38.4600	\$2,153.76	
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$10,243.60
Gold Star Foods Inc.	160912	4/16/2014	5/2/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	cs	1	GS 203020 Strawberry Grahams	\$39.2000	\$117.60	
5	cs	2	GS 203143 Lemon Grahams	\$39.2000	\$196.00	
5	cs	3	GS GS 203190 Chile Cracker	\$28.1300	\$140.65	
15	cs	4	GS 403569 Beef Crumble 40#	\$50.0000	\$750.00	
11	cs	5	GS 401602 Roasted Chicken 25#	\$33.2500	\$365.75	

# Purchase Orders - Detail

4/24/2014 8:40:42 AM

## Fullerton School District

Show all data where the Order Date is between 3/28/2014 and 4/24/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160912	4/16/2014	5/2/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,570.00
Gold Star Foods Inc.	160913	4/16/2014	5/2/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
61	cs	1	GS 101640 Turkey Breast& Chs Sandwich		\$48.4000	\$2,952.40
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,952.40
Gold Star Foods Inc.	160914	4/16/2014	5/9/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
61	cs	1	GS 101640 Turkey Breast & Chs Sandwich		\$48.5000	\$2,958.50
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,958.50
Gold Star Foods Inc.	160915	4/16/2014	5/2/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380118	Dinner Meal,Cheese Plate, GS#303526 24 ct.		\$42.0000	\$2,394.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,394.00
Gold Star Foods Inc.	160916	4/16/2014	5/9/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380118	Dinner Meal,Cheese Plate, GS#303526 24 ct.		\$42.0000	\$2,394.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,394.00
Gold Star Foods Inc.	160917	4/16/2014	5/16/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380118	Dinner Meal,Cheese Plate, GS#303526 24 ct.		\$42.0000	\$2,394.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,394.00
Gold Star Foods Inc.	160918	4/16/2014	5/6/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380112	Dinner Meal, Asian Salad GS#303529 24 ct		\$42.0000	\$2,394.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,394.00
Gold Star Foods Inc.	160919	4/16/2014	5/13/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380120	Dinner Meal, Chef Salad, GS#303531 24 count		\$42.0000	\$2,394.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,394.00
Gold Star Foods Inc.	160920	4/16/2014	5/20/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380115	Dinner Meal, Chipotle Mix, GS#303524 24 ct.		\$42.0000	\$2,394.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,394.00
Gold Star Foods Inc.	160921	4/16/2014	5/27/2014			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
57	case	380121	Dinner Meal, Trail Mix, GS#303530 24 count		\$42.0000	\$2,394.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	160921	4/16/2014	5/27/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,394.00
Gold Star Foods Inc.	160925	4/18/2014	4/22/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	cs	1	GS 401696 Cherry Turnover			\$35.2900	\$70.58
4	cs	2	GS 200550 Lemon Juice			\$28.1000	\$112.40
1	cs	3	GS 201306 BBQ Sauce, Orig. KensFoods 4/1GL			\$32.4500	\$32.45
2	cs	4	GS 300030 Hummus, Classic, Kronos 2/4LB			\$22.2600	\$44.52
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$259.95
Gold Star Foods Inc.	160933	4/21/2014	4/25/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
7	case	56702	Chicken,Mndrn Ornge,GS#403433,35#cs,Lings#12371-4			\$110.3800	\$772.66
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$772.66
Gold Star Foods Inc.	160935	4/23/2014	4/25/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	bag	4456	Sugar Granulated, C & H #202082 25#			\$21.7100	\$21.71
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$21.71
						<b>Vendor Total:</b>	\$70,485.75 ^
P & R Paper Supply Company, Inc.	160891	4/4/2014	4/8/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
6	case	83301	Plates, 6" Edris PPL6CLR 240/case			\$28.0000	\$168.00
3	case	85003	Bowl 10 Oz Crystal 252/cs			\$43.6100	\$130.83
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$298.83
P & R Paper Supply Company, Inc.	160906	4/14/2014	4/22/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
15	case	84009	Inserts, Cup 16 oz. SAB-14003D 1000/case			\$51.3200	\$769.80
24	BOX	88302	Paper Prehmt-pn linrs Paterson2405161 16X24 1M/cs			\$25.2500	\$606.00
						<b>Sales Tax:</b>	\$48.48
						<b>P.O. Total:</b>	\$1,424.28
P & R Paper Supply Company, Inc.	160934	4/22/2014	4/29/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	88004	Napkin Cocktail Teal 4000/csPAT1078286			\$95.7100	\$191.42
24	dozen	80008	Gloves, Rubber, #1692136 (Med) 12/12/1 ct/cs			\$6.4400	\$154.56
3	case	83302	Plate, 9" Etched Clear Edris #DPL9-CLR 240/case			\$46.0000	\$138.00
12	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case			\$6.8000	\$81.60
						<b>Sales Tax:</b>	\$12.36
						<b>P.O. Total:</b>	\$577.94
						<b>Vendor Total:</b>	\$2,301.05 ^



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Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Chefs' Toys		160873	3/31/2014	3/31/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	ea	26316	Update Beverage Dispenser, 3 gallon	\$31.6000	\$316.00		
1	ea	5500	Shipping Delivery Chefs' Toys Truck	\$10.0000	\$10.00		
6	ea	1860	Iron Arch Frame 3 Tier Large - Chrome	\$45.0000	\$270.00		
18	ea	24778	Card Soup/Salad Plate, 15 oz.	\$5.0000	\$90.00		
1	ea	5200	Shipping by Common Carrier	\$12.0000	\$12.00		
<b>Sales Tax:</b>						\$54.88	
<b>P.O. Total:</b>						\$752.88	
<b>Vendor Total:</b>						\$752.88	^
Action Sales		160898	4/10/2014	4/10/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	JMRH-6	Range, Heavy Duty, 36", 6 Open Burners	\$4,180.0000	\$4,180.00		
<b>Sales Tax:</b>						\$334.40	
<b>P.O. Total:</b>						\$4,514.40	
Action Sales		160904	4/14/2014	4/14/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	ea	1	FWE-UHS12-FUSD Custom Hot Cart 12 Pan Cap	\$4,435.0000	\$26,610.00		
1	ea	2	Freight In	\$200.0000	\$200.00		
<b>Sales Tax:</b>						\$2,144.80	
<b>P.O. Total:</b>						\$28,954.80	
Action Sales		160922	4/17/2014	4/17/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	ea	RACK-ENCL:	Cabinet Enclosed Alu. 40 Pan	\$428.0000	\$1,712.00		
<b>Sales Tax:</b>						\$136.96	
<b>P.O. Total:</b>						\$1,848.96	
Action Sales		160924	4/18/2014	4/18/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	R-60-SS-2S-ID	Reach-In Refrigerator, 2 Sections	\$5,930.0000	\$5,930.00		
<b>Sales Tax:</b>						\$474.40	
<b>P.O. Total:</b>						\$6,404.40	
<b>Vendor Total:</b>						\$41,722.56	^
Petty Cash		160923	4/17/2014	4/17/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Food Expense	\$66.5800	\$66.58		
1	lot	1	Supplies Expense	\$33.1400	\$33.14		
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$99.72	
<b>Vendor Total:</b>						\$99.72	^
Boyd & Associates		160895	4/8/2014	4/8/2014		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		

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Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Boyd & Associates		160895	4/8/2014	4/8/2014		5510	<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Replace Battery (Service call & materials)			\$165.2000	\$165.20
1	ea	2	Install Temporary Power Supply			\$250.0000	\$250.00
1	ea	3	2 Brand New Control Panel			\$225.0000	\$225.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$640.20
						<b>Vendor Total:</b>	\$640.20
							^
U.S. Foodservice, Inc.		160888	4/3/2014	4/8/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
4	cs	1	4891768 Salsa, Fire Rstd Mocjt 7/4# DelReal			\$26.2400	\$104.96
2	cs	2	9463696 Chips, Tortilla Corn Wht 6/2# ElPasad			\$16.9500	\$33.90
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$138.86
U.S. Foodservice, Inc.		160890	4/4/2014	4/8/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
50	cs	1	2327625 Strawberry, Sled 30# Monarch			\$33.9100	\$1,695.50
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,695.50
U.S. Foodservice, Inc.		160907	4/14/2014	4/14/2014	4/23/2014		<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
37	cs	1	6941363 Chocolate Grahams			\$9.7500	\$360.75
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$360.75
						<b>Vendor Total:</b>	\$2,195.11
							^
Affiliated Packaging Spec.		160879	4/2/2014	4/2/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Material			\$314.0000	\$314.00
1	hr	1	Labor			\$90.0000	\$90.00
1	hr	1	Travel			\$84.5000	\$84.50
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$488.50
						<b>Vendor Total:</b>	\$488.50
							^
Premier Food Safety		160893	4/7/2014	4/10/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6	ea	1	ServSafe Class and Test			\$139.0000	\$834.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$834.00
						<b>Vendor Total:</b>	\$834.00
							^

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
San Jose State Univesity Research Fdtn	160931	4/18/2014	4/18/2014	1/15/2010		<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Registration for Kenyatta Turner	\$425.0000	\$425.00
<b>Sales Tax:</b>					\$0.00
<b>P.O. Total:</b>					\$425.00
<b>Vendor Total:</b>					\$425.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Daily Journal Corporation	160889	4/4/2014	4/4/2014		5902	<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Cost of Publishing - Bid Notice	\$142.8000	\$142.80
<b>Sales Tax:</b>					\$0.00
<b>P.O. Total:</b>					\$142.80
<b>Vendor Total:</b>					\$142.80

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160881	4/2/2014	4/7/2014			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
10	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$265.00
32	CS	999130	Banana, Petite Green/Fip 40#/cs	\$20.5000	\$656.00
4	CS	999266	Broccoli Florets, 4/5LB CS	\$27.0000	\$108.00
17	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$344.25
1	CS	999009	Lettuce, Shredded 4/5lb	\$11.8000	\$11.80
7	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$82.60
1	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$19.85
1	UN	01904	Celery, 3EA/UN	\$2.0550	\$2.06
4	EA	999006	Cucumber, ea	\$0.6340	\$2.54
6	EA	999213	Lettuce, Green Leaf EA	\$1.0090	\$6.05
1	LB	999246	Onions, Red Jumbo 1LB	\$1.1540	\$1.15
1	UN	999093	Pepper, Bell Green Choppers 1#/UN	\$1.4380	\$1.44
1	UN	999139	Pepper, Bell Red Choice 1-lb/UN	\$1.6460	\$1.65
2	LB	999061	Tomato, Repack 5x6 1-lb	\$1.6730	\$3.35
<b>Sales Tax:</b>					\$0.00
<b>P.O. Total:</b>					\$1,505.73

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160882	4/2/2014	4/8/2014			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80
12	EA	999005	Cilantro, 1BU/EA	\$0.4500	\$5.40
15	LB	999246	Onions, Red Jumbo 1LB	\$1.1540	\$17.31
4	LB	999115	Pepper, Chile Jalapeno LB	\$0.5500	\$2.20
10	LU	999259	Tomato, Repack 5x6 LU	\$19.6000	\$196.00
3	CS	999130	Banana, Petite Green/Fip 40#/cs	\$20.5000	\$61.50
1	LU	999127	Grapes, Red-LunchBunch 18#/LU	\$26.5000	\$26.50
30	EA	999112	Lemon, Choice EA	\$0.3970	\$11.91
2	CS	02875	Strawberries, BestBuy	\$16.2000	\$32.40
1	UN	02064	Strawberries, 3ea	\$5.0870	\$5.09
3	EA	01939	Grapes-Red Seedless, lb	\$3.0500	\$9.15
8	UN	02021	Pineapple, 2ea	\$7.8860	\$63.09
1	UN	01955	Kiwi, 6ea	\$4.4720	\$4.47
1	UN	01850	Apple-Granny Smith XF, 5#	\$6.4360	\$6.44
6	UN	07004	Pear-Green, 1#	\$1.6320	\$9.79

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Sunrise Produce Company	160882	4/2/2014	4/8/2014			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$463.05
Sunrise Produce Company	160883	4/2/2014	4/9/2014			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
6	CS	999130	Banana, Petite Green Tip 40#/cs		\$20.5000	\$123.00	
1	BG	999203	Broccoli Florets 5#/bag		\$6.7500	\$6.75	
30	CS	999023	Carrot, Baby Peeled 100/3oz. CS		\$20.2500	\$607.50	
2	CS	999235	Salad Mix, 4-way 4/5lb/cs		\$11.8000	\$23.60	
1	CS	999001	Carrot Coins, 4/5lb CS		\$19.8500	\$19.85	
6	EA	999213	Lettuce, Green Leaf EA		\$1.0990	\$6.59	
1	BG	999287	Lettuce, Shredded 5LB/bag		\$2.9500	\$2.95	
21	TR	999070	Pineapple Chunks, 1" 5#/Tray		\$18.2500	\$383.25	
20	CS	05265	Tangerine-Clementine 5#		\$12.2000	\$244.00	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,417.49
Sunrise Produce Company	160885	4/2/2014	4/11/2014			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
1	CS	999235	Salad Mix, 4-way 4/5lb/cs		\$11.8000	\$11.80	
6	EA	999213	Lettuce, Green Leaf EA		\$1.0990	\$6.59	
33	CS	06101	Pomegranate Seeds, 8/4.4oz		\$42.2000	\$1,392.60	
21	TR	03692	Mango-Sliced Random, 5#		\$29.9500	\$628.95	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,039.94
Sunrise Produce Company	160899	4/11/2014	4/14/2014			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
45	CS	999030	Apple, Red Variety 138ct/CS		\$26.5000	\$1,192.50	
40	CS	999130	Banana, Petite Green Tip 40#/cs		\$20.5000	\$820.00	
1	BG	999203	Broccoli Florets 5#/bag		\$6.7500	\$6.75	
4	CS	999023	Carrot, Baby Peeled 100/3oz. CS		\$20.2500	\$81.00	
1	CS	999009	Lettuce, Shredded 4/5lb		\$11.8000	\$11.80	
2	CS	999235	Salad Mix, 4-way 4/5lb/cs		\$11.8000	\$23.60	
1	CS	999001	Carrot Coins, 4/5lb CS		\$19.8500	\$19.85	
5	EA	999005	Cilantro, 1BU/EA		\$0.4500	\$2.25	
4	EA	999213	Lettuce, Green Leaf EA		\$1.0990	\$4.40	
5	LB	999246	Onions, Red Jumbo 1LB		\$1.1540	\$5.77	
5	LB	999061	Tomato, Repack 5x6 1-lb		\$1.4170	\$7.09	
1	LB	999115	Pepper, Chile Jalapeno 1LB		\$0.5500	\$0.55	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,175.55
Sunrise Produce Company	160900	4/11/2014	4/15/2014			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
25	CS	999023	Carrot, Baby Peeled 100/3oz. CS		\$20.2500	\$506.25	
7	CS	999235	Salad Mix, 4-way 4/5lb/cs		\$11.8000	\$82.60	
15	FL	02900	Tomatoes-Cherry 12/pt		\$17.6000	\$264.00	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$852.85
Sunrise Produce Company	160901	4/11/2014	4/16/2014			<input type="checkbox"/>	
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
2	BG	999287	Lettuce, Shredded 5LB/bag		\$2.9500	\$5.90	
2	CS	999235	Salad Mix, 4-way 4/5lb/cs		\$11.8000	\$23.60	

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Sunrise Produce Company	160901	4/11/2014	4/16/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$19.85	
4	EA	999213	Lettuce, Green Leaf EA	\$1.2790	\$5.12	
10	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$202.50	
1	CS	999278	Banana, Petite *Ripe* 40#cs	\$20.5000	\$20.50	
21	TR	999070	Pineapple Chunks, 1" 5#/Tray	\$18.2500	\$383.25	
21	TR	03684	Honeydew Chunks, Dry 1" 5#	\$14.0500	\$295.05	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$955.77
Sunrise Produce Company	160902	4/11/2014	4/17/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
25	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$506.25	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$506.25
Sunrise Produce Company	160903	4/11/2014	4/18/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
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	
4	EA	999213	Lettuce, Green Leaf EA	\$1.1350	\$4.54	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$522.59
Sunrise Produce Company	160926	4/18/2014	4/21/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
43	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$1,139.50	
3	EA	06208	Tomatoes-Grape Basket	\$1.8030	\$5.41	
1	CS	02897	Tomatoes-Best Buy 25#	\$16.6000	\$16.60	
2	UN	999139	Pepper, Bell Red Choice 1-lb/UN	\$1.4900	\$2.98	
2	UN	999093	Pepper, Bell Green Choppers 1#/UN	\$0.8140	\$1.63	
5	BG	09886	Romaine-Chopped 2#	\$3.0000	\$15.00	
5	EA	999006	Cucumber, ea	\$0.5470	\$2.74	
1	CS	02875	Strawberries-Best Buy	\$18.2000	\$18.20	
1	EA	999098	Watermelon, Seedless EA	\$9.9000	\$9.90	
1	EA	01977	Melon-Honey Dew EA	\$2.7050	\$2.71	
1	EA	01975	Melon-Cantaloupe EA	\$1.7040	\$1.70	
4	LB	01939	Grapes-Red Seedless LB	\$3.0500	\$12.20	
8	EA	01956	Kiwi, EA	\$0.7450	\$5.96	
4	CS	999266	Broccoli Florets, 4/5LB CS	\$27.0000	\$108.00	
10	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$202.50	
43	BG	999007	Jicama Sticks, 5LB/BG	\$11.5000	\$494.50	
1	CS	999009	Lettuce, Shredded 4/5lb	\$11.8000	\$11.80	
6	CS	999001	Carrot Coins, 4/5lb CS	\$19.8500	\$119.10	
2	CS	04764	Celery, 24-30 CT	\$16.4000	\$32.80	
3	EA	999213	Lettuce, Green Leaf EA	\$1.1350	\$3.41	
15	LB	999246	Onions, Red Jumbo 1LB	\$1.1800	\$17.70	
17	CS	05265	Tangerine-Clementine 5#	\$12.2000	\$207.40	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,431.73
Sunrise Produce Company	160927	4/18/2014	4/22/2014			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
25	CS	999130	Banana, Petite GreenTip 40#cs	\$20.5000	\$512.50	
6	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$70.80	
12	EA	999005	Cilantro, 1BU/EA	\$0.4500	\$5.40	

# Purchase Orders - Detail

4/24/2014 8:40:42 AM

## Fullerton School District

Show all data where the Order Date is between 3/28/2014 and 4/24/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	160927	4/18/2014	4/22/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
12	LU	999259	Tomato, Repack 5x6 LU	\$17.1500	\$205.80		
3	EA	999213	Lettuce, Green Leaf EA	\$1.1350	\$3.41		
3	LB	999115	Pepper, Chile Jalapeno LB	\$0.5500	\$1.65		
21	TR	03692	Mango-Sliced 5#TR	\$29.9500	\$628.95		
8	LU	999038	Grape, Red Seedless 18#/LU	\$30.6500	\$245.20		
21	TR	999070	Pineapple Chunks, 1" 5#/Tray	\$18.2500	\$383.25		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$2,056.96	<input type="checkbox"/>
Sunrise Produce Company	160928	4/18/2014	4/23/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
12	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$318.00		
16	CS	999130	Banana, Petite Green Tip 40#/cs	\$20.5000	\$328.00		
1	CS	999235	Salad Mix, 4-way 4/5lb/cs	\$11.8000	\$11.80		
6	EA	999213	Lettuce, Green Leaf EA	\$1.1350	\$6.81		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$664.61	<input type="checkbox"/>
Sunrise Produce Company	160929	4/18/2014	4/24/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$132.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$132.50	<input type="checkbox"/>
Sunrise Produce Company	160930	4/18/2014	4/25/2014				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	999030	Apple, Red Variety 138ct/CS	\$26.5000	\$132.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$132.50	<input type="checkbox"/>
					<b>Vendor Total:</b>	\$15,857.52	

GRAND TOTAL \$ 618,363.47

CONSENT ITEM

**DATE:** May 13, 2014  
**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 92285 THROUGH 92734 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 92285 through 92734 for the 2013/2014 school year totaling \$2,130,677.53. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	1,948,817.22
12 Child Development	40,807.57
14 Deferred Maintenance	17,267.00
21 Building Fund	5,245.98
25 Capital Facilities	49,105.14
40 Special Reserve	34,070.00
68 Workers' Compensation	32,444.07
81 Property/Liability Insurance	2,920.55
Total	\$2,130,677.53

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 92285 through 92734 for the 2013/2014 school year.

SH:SM:gs

CONSENT ITEM

**DATE:** May 13, 2014  
**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 10216 THROUGH 10264 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 10216 through 10264 for the 2013/2014 school year. The total amount presented for approval is \$414,155.68.

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 10216 through 10264 for the 2013/2014 school year.

SH:KT:dlh



CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE RETAINER AGREEMENT FOR LEGAL SERVICES WITH THE LAW OFFICES OF CHIDESTER AND ASSOCIATES EFFECTIVE JULY 1, 2014

Background: The District wishes to renew its contract with the Law Office of Margaret A. Chidester and Associates to continue to provide legal services on behalf of the District.

The hourly rate and services charges are as follows:

Partners	\$250 per hour
Senior Attorneys	\$240 per hour
Other Attorneys	\$215 per hour
Law Clerks	\$95 per hour
Photocopies/faxes	\$0.25 per page
Color photocopies	\$0.50 per page
Postage	actual charges
Mileage	IRS authorized rate
Telephones	no charge

Rationale: The Law Offices of Margaret A. Chidester and Associates will provide legal expertise on a variety of items ranging from personnel discipline to labor relations.

Funding: The cost for legal services will be paid from the General Fund (01) at the above referenced hourly rates.

Recommendation: Approve Retainer Agreement for legal services with the Law Offices of Chidester and Associates effective July 1, 2014.

MD:nm  
Attachment

**RETAINER AGREEMENT  
BETWEEN FULLERTON SCHOOL DISTRICT  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2014 by and between the FULLERTON SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

**W I T N E S S E T H**

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the Governing Board and the Superintendent or designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes and constitutional provisions as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and requested; advise and represent the District in any court or

administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as the District's legal representative.

2. **Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference.

3. **Costs:** The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, and court reporting costs.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 45 days of the date issued shall incur a late charge of 1.5% per month.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The

District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

**6. Indemnification:** The District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence, willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

**7. Electronic Communication, Confidentiality and Publicity:** The District authorizes Attorneys to communicate with the District and the District's representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

**8. Files and Ownership of Documents.** When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to two (2) years. If the District does not request delivery of the file before the end of the two (2) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

**9. Assignment.** This Agreement is not assignable without the written consent of the District.

**10. Independent Contractor.** Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

**11. Insurance.** Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to

protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

12. **Nondiscrimination.** Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity or sexual orientation.

13. **Audit.** The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

14. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

15. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

16. **Term.** This Agreement is effective July 1, 2014. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

FULLERTON SCHOOL DISTRICT

Date: \_\_\_\_\_, 2014

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

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: March 17, 2014

BY: Margaret A. Chidester  
Margaret A. Chidester

**EXHIBIT "A"**

Rates are guaranteed through June 30, 2015.

PARTNERS	\$250 per hour
SENIOR ATTORNEYS	\$240 per hour
OTHER ATTORNEYS	\$215 per hour
LAW CLERKS/PARALEGALS	\$95 per hour

**COSTS**

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONES	no charge



CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Bob Macauley, Director, Maintenance, Operations & Facilities  
**SUBJECT:** APPROVE REQUEST TO GO OUT TO BID FOR PARKS JR. HIGH SCHOOL SHADE STRUCTURE

Background: There is currently one shade structure at Parks Jr. High School. In order to complete the Theatron as designed, a second shade structure is required. The cost of such a project will exceed State bid limits. Therefore, the District needs to go out to bid for the contract.

Rationale: Pursuant to Public Contract Code Section 20111(b), the current bid threshold for public agency construction contracts is \$15,000.00. The total estimated cost of the project, including soft costs and contingency, is \$80,000.00. The estimated cost of the project is in excess of the current bid limit.

Funding: The project will be financed from District 48—CFD No. 2001-1 (Amerige Heights).

Recommendation: Approve request to go out to bid for Parks Junior High School shade structure.

SH:BM:mm

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Bob Macauley, Director, Maintenance, Operations & Facilities

**SUBJECT:** APPROVE REQUEST TO GO OUT TO BID FOR WOODCREST SCHOOL PLAY AREA

Background: The existing fall protection under the play structure at Woodcrest School is starting to show signs of deterioration. The District needs to replace the material with a poured-in-place rubberized surface. The cost of such a project will exceed State bid limits. Therefore, the District needs to go out to bid for the contract.

Rationale: Pursuant to Public Contract Code Section 20111(b), the current bid threshold for public agency construction contracts is \$15,000.00. The total estimated cost of the project, including soft costs and contingency is \$50,000.00. The estimated cost of the project is in excess of the current bid limit.

Funding: The project will be financed from the Special Reserve Fund (40). Dependent upon State grant funding, the Child Development Fund may also share in the cost of this project.

Recommendation: Approve request to go out to bid for Woodcrest School play area.

SH:BM:mm

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Bob Macauley, Director, Maintenance, Operations & Facilities

**SUBJECT:** APPROVE REQUEST TO GO OUT TO BID FOR FISLER SCHOOL FIELD RENOVATION (APPROXIMATELY 40,000 SQUARE FEET)

Background: Due to the poor soil conditions at Fisler School main play field, turf renovation is needed to correct those conditions. The cost of such a project will exceed State bid limits. Therefore, the District needs to go out to bid for the contract.

Rationale: Pursuant to Public Contract Code Section 20111(b), the current bid threshold for public agency construction contracts is \$15,000.00. The total estimated cost of the project, including soft costs and contingency, is \$50,000.00. The estimated cost of the project is in excess of the current bid limit.

Funding: The project will be financed from District 48—CFD No. 2001-1 (Amerige Heights) and funds donated by the Fisler School PTSA.

Recommendation: Approve request to go out to bid for Fisler School field renovation (approximately 40,000 square feet).

SH:BM:mm

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on April 21, 2014.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph  
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 04/21/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 05/13/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID #217		Catastrophic sick leave (24 days)	03/24/14	50	8.00	531	
Pathida	Chaichan Nartea	Behavior Inter. Spec.	Change class title from Autism Sup.	03/18/14	54	8.00	504	M12/2
Peter	Ellis	Behavior Inter. Spec.	Change class title from Autism Sup.	03/18/14	54	8.00	505	M12/3
Kelly	Adkins	Instr. Asst./SE II B	Change last name from Decollibus	03/19/14	22	6.00	122	B14/2
Veronica	Maciel	Sr. Secretary	Change last name from Hernandez	04/10/14	54	8.00	420	B24/6
Raylene	Martinez	Playground Sup.	Change to substitute status	03/10/14	20		100	B11/1
Patrick	Inouye	Playground Sup./sub	Change to substitute status	03/10/14	20		100	B11/1
Robert	Macauley	Director, Maint, Opr.	Energy Mgt. stipend 5%	04/07/14	53	8.00	533/547	M25/3
Michele	Rusiewski	Secretary	Extra summer work 6/6-6/20/14	06/06/14	55	8.00	416	B21/6
Laura	Lopez-Gonzalez	CELDT Assess. Asst.	Extra summer work NTE 20 hours	06/04/14	22	5.00	507	B20/6
Maria	Bermudez	Clerical Asst. II	Hire probationary status	04/01/14	23	3.00	304	B19/1
Robert	Macauley	Director, Maint, Opr.	Hire probationary status	04/07/14	53	8.00	533/547	M25/3
Mahyar	Ghalandarzadeh	Instr. Asst./Rec.	Hire probationary status	04/08/14	21	15.0/wk	212	B11/1
Donovan	Moser	Instr. Asst./Rec.	Hire probationary status	04/02/14	60	17.5/wk	85	B11/1
Chadsen	Kat	Instr. Asst./SE I	Hire probationary status	03/18/14	26	3.00	122	B14/1
Elizabeth	Monterey	Instr. Asst./SE I	Hire probationary status	03/17/14	29	3.25	127	B14/1
Diana	Venegas Sanchez	Instr. Asst./SE I	Hire probationary status	03/17/14	29	3.00	121	B14/1
Alba	Ibarra	Personnel Tech. I	Hire probationary status	03/24/14	58	4.00	522	B23/1
Cynthia	Yohe	Clerical Asst. II/sub	Hire substitute status	01/05/15	23		999	B19/6
Javier	Perez	Custodian I/sub	Hire substitute status	03/18/14	53		542	B17/1
Sharry	Staples	Instr. Asst./SE/sub	Hire substitute status	12/08/14	99		999	B14/6
Wendi	Avanzino	Playground Sup./sub	Hire substitute status	04/04/14	10		100	B11/1
Christy	Carbajal	Playground Sup./sub	Hire substitute status	03/31/14	15		100	B11/1
Branden	Ciccarelli	Playground Sup./sub	Hire substitute status	03/31/14	18		100	B11/1
Employee	ID 3465		Paid administrative leave	03/20/14	56	25.0/wk	565	B21/6
Marleen	Acosta	Clerical Asst. II/BB	Remove working out of class	04/07/14	20	8.00	403	B20/6
Neil	Ferone	Sup. Maint & Opr.	Remove working out of class	04/07/14	53	8.00	533/547	M12/3
Tiffany	Palmer	Instr. Asst./Rec.	Resignation	04/04/14	15	12.5/wk	304/302	B11/6
Paul	Hohberg	System Administrator	Resignation	04/28/14	59	8.00	409	B34/6
Gina	Attard	Instr. Asst./Rec.	Resignation on probation	03/21/14	60	19.75/wk	329	B11/1
Donovan	Moser	Instr. Asst./Rec.	Resignation on probation	04/03/14	60	17.5/wk	85	B11/1
Ifeanyi	Onyejiji	Instr. Asst./Rec.	Resignation on probation	04/21/14	60	19.5/wk	329	B11/1
Briana	Rast	Instr. Asst./SE I	Resignation on probation	03/31/14	29	3.00	125	B14/1
Janine	Dellario	Instr. Asst./SE II B	Resignation-hire sub status	05/05/14	26	3.80	248	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 04/21/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 05/13/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Katharine	Gill	Occup. Therp./sub	Separation	03/24/14	54			M14/1
Carol	Dixon	Clerical Asst. II/sub	Separation-no longer available	03/21/14	54			B19/1
Melissa	Wozniuk	Instr. Asst./SE I/sub	Separation-no longer available	03/14/14	99		999	B14/1
Najawand	Jarabanda	Playground Sup.	Separation-no longer available	04/01/14	26	2.50	100	B11/1
Cynthia	Yohe	Clerical Asst. II	Service retirement	06/05/14	23	8.00	403	B19/6
Joseph	Lewis	Custodian II	Service retirement	07/01/14	22	8.00	542	B24/6
Sarah	Castillo	Food Serv. Spec.	Service retirement	04/05/14	90	8.00	606	B21/6
Sharry	Staples	Instr. Asst./SE I	Service retirement	05/31/14	23	6.00	242	B14/6
Hector	Caballero	Custodian I	Step raise	04/01/14	28	8.00	542	B17/4
Martin	Calderon Cuevas	Custodian I	Step raise	04/01/14	29	8.00	542	B17/4
Marlene	Carbajal	Instr. Asst./Rec.	Step raise	04/01/14	60	18.0/wk	329	B11/2
Mabbel	Chavez	Instr. Asst./Rec.	Step raise	04/01/14	60	19.75/wk	329	B11/2
Travis	Cleveland	Instr. Asst./Rec.	Step raise	04/01/14	60	19.75/wk	329	B11/2
Evita	Rodriguez	Instr. Asst./Rec.	Step raise	04/01/14	60	19.5/wk	329	B11/2
Matthew	Yee	Instr. Asst./Rec.	Step raise	04/01/14	60	19.75/wk	329	B11/2
Diane	Hatcher	Instr. Asst./SE I	Step raise	04/01/14	13	3.00	122	B14/2
Karalynn	Hollis	Instr. Asst./SE I	Step raise	04/01/14	26	3.00	122	B14/2
Karina	Martinez	Instr. Asst./SE I	Step raise	04/01/14	16	3.50	122	B14/2
Joanna	Smith	Instr. Asst./SE I	Step raise	04/01/14	27	4.00	122	B14/6
Olga	Vega	Instr. Asst./SE I	Step raise	04/01/14	29	3.00	121	B14/2
Debra	Vasquez	Transportation Manager	Step raise/longevity increase	04/01/14	56	8.00	565	M15/3
Christina	Carter	Playground Sup./sub	Sub teacher working as Play Sup.	03/07/14	10		100	B11/1
Ben	Friesen	Computer Tech. I	Temporary additional hours	03/20/14	59		409	B30/1
Armando	Garcia	Computer Tech. I	Temporary additional hours	03/18/14	59		409	B30/5
Jagath	Jayarante	Computer Tech. I	Temporary additional hours	03/24/14	59		409	B30/4
Lorena	Pacheco Trujillo	Custodian I	Temporary additional hours	03/24/14	17	6.00	542	B17/1
Ignacio	Sigueiros Beltran	Custodian I	Temporary additional hours	03/24/14	53	3.75	542	B17/2
Heidi	Harris	Ed Media Asst.	Temporary additional hours	04/01/14	21	1.50	212	B19/6
Karina	Martinez	Instr. Asst./SE I	Temporary additional hours	03/03/14	16	3.50	122	B14/1
Jonathan	Pineda	Transporter/Custodian	Temporary additional hours	03/24/14	53	3.75	542	B20/1
Ashley	Barnett	Instr. Asst./Rec.	Transfer from ASP: Fiesler to R. H.	03/12/14	60	17.5/wk	85	B11/4
Lilia	Ruiz	Instr. Asst./Rec.	Transfer from ASP/Rich to Pre-K	04/02/14	21	3.50	310	B11/6
Sorina	Ticlea	Instr. Asst./SE II A	Transfer from Fern to Beechwood	08/12/13	11	6.00	242	B14/6
Rebecca	Weatherbie	Instr. Asst./Rec.	Unpaid leave of absence	04/25/14	60	19.75/wk	329	B11/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
 PRESENTED TO THE PERSONNEL COMMISSION: 04/21/2014  
 PRESENTED TO THE BOARD OF TRUSTEES: 05/13/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Lilia	Ruiz	Instr. Asst./Rec.	Voluntary reduction of hours	04/02/14	21	3.50	310	B11/6
Tawnya	Hodgeden	After School Site Lead	Working our of class 4/26-5/6/14	04/26/14	60	8.00	85	B18/4
Raul	Vargas	Custodian II	Working out of class as needed	03/17/14	53		542	B24/5
Melody	Reynolds	Food Service Spec.	Working out of classification	04/07/14	90	8.00	606	B21/5

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** **APPROVE FIFTH AMENDMENT TO AGREEMENT NO. FCI-SD-08 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT FOR THE PROVISION OF SERVICES**

Background: In 2002, the Orange County Children and Families Commission established a School Readiness Initiative to define and promote school readiness for all children from prenatal to age five. The entitlement for this grant comes from Proposition 10 funds. Funds support services, including staff and materials, for Fullerton School District's School Readiness Program. The term of the Agreement commenced on July 1, 2011 and terminates on June 30, 2014.

Rationale: Fullerton School District had been awarded \$175,100.00 for Early Learning Specialist Services, \$300,000.00 for School Readiness Nurse Services, and \$150,000.00 for additional School Readiness Services. The Amendment awards an additional \$11,975.60 to provide increased or additional services for the Early Development Index project.

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

Funding: The Commission will provide additional amended funding of \$11,975.60 and will be applied to Child Development budgets #275, #394, and #392.

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

MLD:MC:ln



CONSENT ITEM

**DATE:** May 13, 2014

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

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

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

**SUBJECT:** **APPROVE AGREEMENT WITH THE NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (NOCCCD) TO PROVIDE A SUMMER SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) EDUCATION PROGRAM AT NICOLAS JUNIOR HIGH SCHOOL ON JUNE 9-13, 2014**

Background: Fullerton College (FC), North Orange County Community College District, operates a Science, Technology, Engineering, and Mathematics (STEM) High Tech Summer Experience Program. The program includes, but is not limited to, the following topics: Google Documents, Read/Talk/Write-STEM, iMovie, Garage Band, and Splice to develop presentations by students for the culminating Digital Showcase. The 5-day program also includes a STEM field trip to Fullerton College where students will tour the campus with a focus on the robotics and chemistry labs. The STEM High Tech Summer Experience Program is supervised by an FC Special Programs Director and taught by Nicolas Junior High teachers.

Rationale: Nicolas Junior High is committed to improving student achievement. One of the ways in which students' academic growth is supported is through special summer programs. This year, students have been participating in the new STEM program. The STEM High Tech Summer Experience Program will help students to build content knowledge, connect with STEM opportunities at the college level, and raise their interest levels in pursuing a STEM related career. Additionally, students will have the opportunity to use iPads in this program.

Funding: No cost to the District. Personnel and facilities use costs will be paid by the North Orange County Community College District.

Recommendation: Approve Agreement with the North Orange County Community College District (NOCCCD) to provide a summer Science, Technology, Engineering, and Mathematics (STEM) education program at Nicolas Junior High School on June 9-13, 2014.

JM:MB:nm  
Attachment

**AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT  
AND  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “School District,” and the North Orange County Community College District hereinafter referred to as “Community College District.”

WHEREAS, School District is in need of special services for the operation of a STEM High Tech Summer Experience Program; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Community College District. Community College District will provide a five day STEM High Tech Summer Experience Program, hereinafter referred to as “Program,” on the **Nicolas Junior High School** campus. The details of the Program will be agreed to by the Community College District and the School District Administrator. The Program will include but not be limited to the following topics:

- Google Documents
- Read/Talk/Write – STEM
- STEM Field Trip to Fullerton Junior College: robotics, chemistry and campus tour
- Strip designer, splice, comic touch, iMovie, Garage Band
- Development of presentations by students
- Digital Showcase

2. Term. Community College District shall commence providing services under this Agreement **June 9-13, 2014**. Student Program hours are 8:00 a.m. to 12:15 p.m. The Community College District/FC shall agree with the School District Administrator on responsibilities of the on-site supervisor regarding hours to assist teachers for preparation, clean up, and any necessary follow-up.

3. Responsibilities of School District. School District agrees to:

- Provide four classrooms, the multi-purpose room, and the lunch area during the agreed upon days and times
- Provide overall supervision of students by the School District Administrator or his/her designee
- Provide lunch to students each day
- Provide custodial services

4. Responsibilities of Community College District. Community College District agrees to: Provide the STEM High Tech Summer Experience Program, offered through the state CCCCCO SB 70 CTE Community Collaborative grant, as a short-term enhancement opportunity to FSD students for the purpose of promoting interest in STEM, providing career awareness, and encouraging students to pursue a STEM CTE pathway from jr. high to high school to college.

- Provide three (3) credentialed teachers and one (1) on-site program supervisor. All instruction furnished by the Program will be provided by Nicolas Jr. High School teachers and supervisor, hired as short-term

professional experts through NOCCCD, and under the immediate supervision and control of the FC Office of Special Programs director, a qualified and experienced employee of the Community College District.

The Community College District will be responsible for ensuring all its employees:

- Provide instruction in compliance with the agreed upon curriculum and class schedule and in compliance with the School District instructional policies and procedures
- Document enrollment and student attendance (*no college credit provided*)
- Create an effective teaching-learning environment
- Maintain adequate communication with the School District Administrator
- Ensure that all teachers and site supervisor understand that they are employees of the Community College District, not the School District, for this special summer program from **June 9-13, 2014**.
- Ensure that all teachers understand that **no** college credit will be offered to students.
- Assume the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement.
- Assume the full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Community College District's employees.
- Provide all curriculum and classroom instructional supplies
- Provide bus transportation to FC campus for STEM field trip
- Provide qualified and trained college student assistants, who are NOCCCD part time employees, for each classroom for the purpose of helping teachers to facilitate activities
- Maintain safe classrooms. All appropriate safety equipment, including but not limited to safety goggles, lab coats, etc. will be utilized.
- Maintain adequate insurance coverage (see no. 10), below.

5. Compensation. Community College District agrees to pay School District a total facilities use fee not to exceed three hundred dollars (\$300.00). Fee shall be paid upon execution of this agreement.

6. Expenses. School District shall not be liable to Community College District for any costs or expenses paid or incurred by Community College District in performing services for School District.

7. Students.

- Program is open to all Nicolas Junior High School Students.
- Enrollment is limited to a maximum of 100 students unless otherwise mutually agreed upon by the School District and NOCCCD/FC
- Students will be selected by designated administrators and teachers at Nicolas Jr. High School and the Fullerton College Office of Special Programs director and STEM counselor based on the submission of the program application on a first come, first served basis.
- Students will not be charged or made responsible for any fee, including tuition, registration, lab fees, transportation fees, or material fees
- The Community College will keep adequate records of students enrolled, including emergency contact information, student liability form, parental consent form, and photo release form using the same processes and procedures utilized for campus-based STEM Summer Experience Programs and Camps.

8. Termination. Either party may, before the commencement of the Program, with or without reason, terminate this Agreement, upon written notice.

9. Hold Harmless. Community College District agrees to and does hereby indemnify, hold harmless and defend the School 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 Community College District or any person, firm or corporation employed by the Community College District, 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 School District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the School District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Community College District, or any person, firm or corporation employed by the Community College District, 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 School District's property, except for liability for damages which result from the sole negligence or willful misconduct of the School 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.

10. Insurance. The Community College District, at its 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 Community College District drives on behalf of the School 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 Community College District. The Community College District shall furnish the School 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. Community College District agrees to provide a thirty (30) day written notice to School District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

(1) Indicate that the School 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 School District.

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

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

13. 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.

14. Nondiscrimination. Community College District 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.

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

16. 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:

SCHOOL DISTRICT:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Susan Cross Hume  
Assistant Superintendent, Business Services

COMMUNITY COLLEGE DISTRICT:  
North Orange County Community College  
1830 W. Romneya Dr.  
Anaheim, CA 92801-1819 (714) 808-4500  
Attn: Fred Williams, Vice Chancellor  
Finance and Facilities

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF May, 2014 .

FULLERTON SCHOOL DISTRICT

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

\_\_\_\_\_  
Community College District Name

By: \_\_\_\_\_  
Fred Williams

\_\_\_\_\_  
Title

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Randa Schmalfeld, Principal, Ladera Vista Junior High School

**SUBJECT:** **APPROVE AGREEMENT WITH THE NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (NOCCCD) TO PROVIDE A SUMMER SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATHEMATICS (STEAM) EDUCATION PROGRAM AT LADERA VISTA JUNIOR HIGH SCHOOL ON JUNE 2-6 AND JUNE 9-13, 2014**

Background: Fullerton College (FC), North Orange County Community College District, operates a Science, Technology, Engineering, Art, and Mathematics (STEAM) High Tech Summer Experience Program. The program includes, but is not limited to, the following topics: Google Documents, Read/Talk/Write-STEAM, iMovie, Garage Band, and Splice to develop presentations by students for the culminating Digital Showcase. The 5-day program also includes a STEAM field trip to Fullerton College where students will tour the campus with a focus on the robotics and chemistry labs. The STEAM High Tech Summer Experience Program is supervised by an FC Special Programs Director and taught by Ladera Vista Junior High teachers.

Rationale: Ladera Vista Junior High is committed to improving student achievement. One of the ways in which students' academic growth is supported is through special summer programs. Students will benefit from hands-on STEAM activities through an extended-year program. The STEAM High Tech Summer Experience Program will help students to build content knowledge, connect with STEAM opportunities at the college level, and raise their interest levels in pursuing a STEAM related career. Additionally, students will have the opportunity to use iPads in this program.

Funding: No cost to the District. Personnel and facilities use costs will be paid by the North Orange County Community College District.

Recommendation: Approve Agreement with the North Orange County Community College District (NOCCCD) to provide a summer Science, Technology, Engineering, Art, and Mathematics (STEAM) education program at Ladera Vista Junior High School on June 2-6 and June 9-13, 2014.

JM:RS:nm  
Attachment

**AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT  
AND  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “School District,” and the North Orange County Community College District hereinafter referred to as “Community College District.”

WHEREAS, School District is in need of special services for the operation of a STEM High Tech Summer Experience Program; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Community College District. Community College District will provide a ten (10) day STEM High Tech Summer Experience Program, hereinafter referred to as “Program,” on the **Ladera Vista Junior High School** campus. The details of the Program will be agreed to by the Community College District and the School District Administrator. The Program will include but not be limited to the following topics:

- Google Documents
- Read/Talk/Write – STEM
- STEMFUSE GAME IT
- STEM Field Trip to Fullerton Junior College: robotics, chemistry and campus tour
- Strip designer, splice, comic touch, iMovie, Garage Band
- Special course and subject enhancements related to the arts will be added for the purpose of supporting the focus of the Ladera Vista arts program
- Development of presentations by students
- Digital Showcase

2. Term. Community College District shall commence providing services under this Agreement **June 2-6 and June 9-13, 2014**. Student Program hours are 9:00 a.m. to 12:00 p.m. The Community College District/FC shall agree with the School District Administrator on responsibilities of the on-site supervisor regarding hours to assist teachers for preparation, clean up, and any necessary follow-up.

3. Responsibilities of School District. School District agrees to:

- Provide four classrooms and the multi-purpose room during the agreed upon days and times
- Provide overall supervision of students by the School District Administrator or his/her designee
- Provide custodial services

4. Responsibilities of Community College District. Community College District agrees to: Provide the STEM High Tech Summer Experience Program, offered through the state CCCCO SB 70 CTE Community Collaborative grant, as a short-term enhancement opportunity to FSD students for the purpose of promoting interest in STEM, providing career awareness, and encouraging students to pursue a STEM CTE pathway from jr. high to high school to college.



- Provide three (3) credentialed teachers and one (1) on-site program supervisor for each week/session (6 teachers total for the two weeks). All instruction furnished by the Program will be provided by Ladera Vista Jr. High School teachers and supervisor, hired as short-term professional experts through NOCCCD, and under the immediate supervision and control of the FC Office of Special Programs director, a qualified and experienced employee of the Community College District. The Community College District will be responsible for ensuring all its employees:
  - Provide instruction in compliance with the agreed upon curriculum and class schedule and in compliance with the School District instructional policies and procedures
  - Document enrollment and student attendance (*no college credit provided*)
  - Create an effective teaching-learning environment
  - Maintain adequate communication with the School District Administrator
- Ensure that all teachers and site supervisor understand that they are employees of the Community College District, not the School District, for this special summer program from June 2-6 and June 9-13, 2014.
- Ensure that all teachers understand that **no** college credit will be offered to students.
- Assume the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement.
- Assume the full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Community College District's employees.
- Provide all curriculum and classroom instructional supplies
- Provide bus transportation to FC campus for STEM field trip
- Provide qualified and trained college student assistants, who are NOCCCD part time employees, for each classroom for the purpose of helping teachers to facilitate activities
- Maintain safe classrooms. All appropriate safety equipment, including but not limited to safety goggles, lab coats, etc. will be utilized.
- Maintain adequate insurance coverage (see no. 10), below.

5. Compensation. Community College District agrees to pay School District a total facilities use fee not to exceed three hundred dollars (\$300.00). Fee shall be paid upon execution of this agreement.

6. Expenses. School District shall not be liable to Community College District for any costs or expenses paid or incurred by Community College District in performing services for School District.

7. Students.

- Program is open to all Ladera Vista Junior High School Students.
- Enrollment is limited to a maximum of 100 students unless otherwise mutually agreed upon by the School District and NOCCCD/FC
- Students will be selected by designated administrators and teachers at Ladera Vista Jr. High School and the Fullerton College Office of Special Programs director and STEM counselor based on the submission of the program application on a first come, first served basis.
- Students will not be charged or made responsible for any fee, including tuition, registration, lab fees, transportation fees, or material fees
- The Community College will keep adequate records of students enrolled, including emergency contact information, student liability form, parental consent form, and photo release form using the same processes and procedures utilized for campus-based STEM Summer Experience Programs and Camps.

8. Termination. Either party may, before the commencement of the Program, with or without reason, terminate this Agreement, upon written notice.

9. Hold Harmless. Community College District agrees to and does hereby indemnify, hold harmless and defend the School 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 Community College District or any person, firm or corporation employed by the Community College District, 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 School District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the School District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Community College District, or any person, firm or corporation employed by the Community College District, 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 School District's property, except for liability for damages which result from the sole negligence or willful misconduct of the School 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.

10. Insurance. The Community College District, at its 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 Community College District drives on behalf of the School 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 Community College District. The Community College District shall furnish the School 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. Community College District agrees to provide a thirty (30) day written notice to School District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the School 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 School District.

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

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

13. 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.

14. Nondiscrimination. Community College District 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.

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

16. 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:

SCHOOL DISTRICT:

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

COMMUNITY COLLEGE DISTRICT:

North Orange County Community College  
1830 W. Romneya Dr.  
Anaheim, CA 92801-1819 (714) 808-4500  
Attn: Fred Williams, Vice Chancellor  
Finance and Facilities

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF May, 20 14.

FULLERTON SCHOOL DISTRICT

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

\_\_\_\_\_  
Community College District Name

By: \_\_\_\_\_  
Fred Williams

\_\_\_\_\_  
Title

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Sherry Dustin, Principal, Parks Junior High School

**SUBJECT:** **APPROVE AGREEMENT WITH THE NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (NOCCCD) TO PROVIDE A SUMMER SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS (STEM) EDUCATION PROGRAM AT PARKS JUNIOR HIGH SCHOOL ON JUNE 25-27 AND JULY 1-3, 2014**

Background: Fullerton College (FC), North Orange County Community College District, operates a Science, Technology, Engineering, and Mathematics (STEM) High Tech Summer Experience Program. The program includes, but is not limited to, the following topics: Google Documents, Read/Talk/Write-STEM, iMovie, Garage Band, and Splice to develop presentations by students for the culminating Digital Showcase. The 5-day program also includes a STEM field trip to Fullerton College where students will tour the campus with a focus on the robotics and chemistry labs. The STEM High Tech Summer Experience Program is supervised by an FC Special Programs Director and taught by Parks Junior High teachers.

Rationale: Parks Junior High is committed to improving student achievement. One of the ways in which students' academic growth is supported is through special summer programs. Students will benefit from hands-on STEM activities through an extended-year program. The STEM High Tech Summer Experience Program will help students to build content knowledge, connect with STEM opportunities at the college level, and raise their interest levels in pursuing a STEM related career. Additionally, students will have the opportunity to use iPads in this program.

Funding: No cost to the District. Personnel and facilities use costs will be paid by the North Orange County Community College District.

Recommendation: Approve Agreement with the North Orange County Community College District to provide a summer Science, Technology, Engineering, and Mathematics (STEM) education program at Parks Junior High School on June 25-27 and July 1-3, 2014.

JM:SD:nm  
Attachment

**AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT  
AND  
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “School District,” and the North Orange County Community College District hereinafter referred to as “Community College District.”

WHEREAS, School District is in need of special services for the operation of a STEM High Tech Summer Experience Program; and

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Community College District. Community College District will provide a five day STEM High Tech Summer Experience Program , hereinafter referred to as “Program,” on the **Parks Junior High School** campus. The details of the Program will be agreed to by the Community College District and the School District Administrator. The Program will include but not be limited to the following topics:

- Google Documents
- Read/Talk/Write – STEM
- STEMFUSE GAME IT
- STEM Field Trip to Fullerton Junior College: robotics, chemistry and campus tour
- Strip designer, splice, comic touch, iMovie, Garage Band
- Development of presentations by students
- Digital Showcase

2. Term. Community College District shall commence providing services under this Agreement **June 25-27 and July 1-3, 2014**. Student Program hours are 8:00 a.m. to 12:00 p.m. The Community College District/FC shall agree with the School District Administrator on responsibilities of the on-site supervisor regarding hours to assist teachers for preparation, clean up, and any necessary follow-up.

3. Responsibilities of School District. School District agrees to:

- Provide four classrooms and the multi-purpose room during the agreed upon days and times
- Provide overall supervision of students by the School District Administrator or his/her designee
- Provide custodial services

4. Responsibilities of Community College District. Community College District agrees to: Provide the STEM High Tech Summer Experience Program, offered through the state CCCC SB 70 CTE Community Collaborative grant, as a short-term enhancement opportunity to FSD students for the purpose of promoting interest in STEM, providing career awareness, and encouraging students to pursue a STEM CTE pathway from jr. high to high school to college.

- Provide three (3) credentialed teachers and one (1) on-site program supervisor. All instruction furnished by the Program will be provided by Parks Jr. High School teachers and supervisor, hired as short-term professional experts through NOCCCD, and under the immediate supervision and control of the FC Office of Special Programs director, a qualified and experienced employee of the Community College

District. The Community College District will be responsible for ensuring all its employees:

- o Provide instruction in compliance with the agreed upon curriculum and class schedule and in compliance with the School District instructional policies and procedures
  - o Document enrollment and student attendance (*no college credit provided*)
  - o Create an effective teaching-learning environment
  - o Maintain adequate communication with the School District Administrator
- Ensure that all teachers and site supervisor understand that they are employees of the Community College District, not the School District, for this special summer program from **June 25-27, July 1-3, 2014**.
  - Ensure that all teachers understand that **no** college credit will be offered to students.
  - Assume the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement.
  - Assume the full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Community College District's employees.
  - Provide all curriculum and classroom instructional supplies
  - Provide bus transportation to FC campus for STEM field trip
  - Provide qualified and trained college student assistants, who are NOCCCD part time employees, for each classroom for the purpose of helping teachers to facilitate activities
  - Maintain safe classrooms. All appropriate safety equipment, including but not limited to safety goggles, lab coats, etc. will be utilized.
  - Maintain adequate insurance coverage (see no. 10), below.

5. Compensation. Community College District agrees to pay School District a total facilities use fee not to exceed three hundred dollars (\$300.00). Fee shall be paid upon execution of this agreement.

6. Expenses. School District shall not be liable to Community College District for any costs or expenses paid or incurred by Community College District in performing services for School District.

7. Students.

- Program is open to all Parks Junior High School Students.
- Enrollment is limited to a maximum of 100 students unless otherwise mutually agreed upon by the School District and NOCCCD/FC
- Students will be selected by designated administrators and teachers at Parks Jr. High School and the Fullerton College Office of Special Programs director and STEM counselor based on the submission of the program application on a first come, first served basis.
- Students will not be charged or made responsible for any fee, including tuition, registration, lab fees, transportation fees, or material fees
- The Community College will keep adequate records of students enrolled, including emergency contact information, student liability form, parental consent form, and photo release form using the same processes and procedures utilized for campus-based STEM Summer Experience Programs and Camps.

8. Termination. Either party may, before the commencement of the Program, with or without reason, terminate this Agreement, upon written notice.

9. Hold Harmless. Community College District agrees to and does hereby indemnify, hold harmless and defend the School 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 Community College District or any person, firm or corporation employed by the Community College District, 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 School District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the School District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Community College District, or any person, firm or corporation employed by the Community College District, 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 School District's property, except for liability for damages which result from the sole negligence or willful misconduct of the School 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.

10. Insurance. The Community College District, at its 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 Community College District drives on behalf of the School 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 Community College District. The Community College District shall furnish the School 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. Community College District agrees to provide a thirty (30) day written notice to School District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the School 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 School District.

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

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

13. 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.

14. Nondiscrimination. Community College District 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.

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

16. 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:

SCHOOL DISTRICT:  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Susan Cross Hume  
Assistant Superintendent,  
Business Services

COMMUNITY COLLEGE DISTRICT:  
North Orange County Community College  
1830 W. Romneya Dr.  
Anaheim, CA 92801-1819 (714) 808-4500  
Attn: Fred Williams, Vice Chancellor  
Finance and Facilities

THIS AGREEMENT IS ENTERED INTO THIS 13th DAY OF May, 2014.

FULLERTON SCHOOL DISTRICT

\_\_\_\_\_  
Community College District Name

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

By: \_\_\_\_\_  
Fred Williams

\_\_\_\_\_  
Title

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Estella Grimm, Principal, Richman School

**SUBJECT:** **APPROVE ESTELLA GRIMM, SARA COOPER, AND DENISE BACHER TO ATTEND OUT-OF-STATE CONFERENCE FOR PROJECT LEAD THE WAY, ELEMENTARY LEAD TEACHER TRAINING, JUNE 23-25, 2014 AT PURDUE UNIVERSITY, INDIANA**

Background: Project Lead The Way (PLTW) is a national leader in Science, Technology, Engineering and Math (STEM) programs which includes high-quality professional development. This fall, PLTW will be adding their elementary component, Launch.

Rationale: In order for our country to be able to compete in a global economy, we must prepare our students now by exposing them to STEM related activities and careers as early on as possible. Research shows that women and minority groups, such as Hispanics and African Americans are underrepresented in STEM careers.

Richman is a feeder school to Nicolas Jr. High School, a Project Lead The Way School.

Funding: Total cost is not to exceed \$5,900.00 with \$4,000.00 to be paid from the Superintendent's fund (#526) and the remaining \$1,900.00 to be paid from Richman School's Title I (212) funds.

Recommendation: Approve Estella Grimm, Sara Cooper, and Denise Bacher to attend out-of-state conference for Project Lead The Way, Elementary Lead Teacher Training, June 23-25, 2014 at Purdue University, Indiana.

JM:EG:nm

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**SUBJECT:** **APPROVE LICENSE AND SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR THE IMPLEMENTATION AND EVALUATION OF THE AVID PROGRAM AT NICOLAS JUNIOR HIGH SCHOOL FROM JULY 1, 2014 THROUGH JUNE 30, 2015**

Background: Advancement Via Individual Determination (AVID) is a college readiness system for elementary through higher education that is designed to increase schoolwide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. The AVID Agreement was administered through the Orange County Department of Education and has now shifted to the District. Nicolas Junior High School is the Fullerton School District school that will benefit from these services and has been participating in AVID for the past eight years.

Rationale: Although AVID serves all students, the AVID elective focuses on students in the *academic middle*. The belief is that if the school raises expectations of students and, with the AVID support system in place, they will rise to the challenge. AVID is partnered with the Pathways to Hope International University program.

Funding: Cost is not to exceed \$5,492.00 for participating school site to be paid from District (302) funds.

Recommendation: Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation of the AVID Program at Nicolas Junior High School from July 1, 2014 through June 30, 2015.

JM:nm  
Attachment

# AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

## Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement ("Agreement"):

The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.

1.2 AVID College Readiness System:

The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rate.

1.3 AVID Materials:

Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site:

Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies:

Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 AVID Programs, Supplementary:

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID programs are further defined in their corresponding Exhibit. This list is not exhaustive and is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Roadtrip Nation Weekly (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Test Prep (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary); AVID Test Prep (Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. Note: AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).

1.7 Exhibit:

The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 Payment Terms:

The terms of when payment is due; as listed on the Quote.

1.9 Quote:

The order document that is fully incorporated into this Agreement by reference.

**Article II. Period of Agreement**

2.1 Term:

The Term ("Term") of this Agreement shall be July 1, 2014 to June 30, 2015 unless earlier terminated as provided herein.

**Article III. Licenses and Proprietary Rights**

### 3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). (For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site).

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.



- 3.5 **Enforcement:** The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.
- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 **Compliance with Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Curriculum, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

#### **Article IV. Compensation**

- 4.1 **Quotes--Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote. Should Client issue Purchase Orders for such Quotes, the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to signed Quote(s) and the terms listed therein.

#### **Article V. Status of Parties**

- 5.1 Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

#### **Article VI. Authority**

- 6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

#### **Article VII. Termination**

- 7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 Other Terminations: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

### **Article VIII. General Provisions**

8.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.

8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs, in addition to other relief to which it is entitled.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Fullerton School District  
CA

\_\_\_\_\_  
Signature: AVID Center Authorized

\_\_\_\_\_  
Signature: Client Authorized

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title of Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

AVID Center  
9246 Lightwave Avenue, Suite 200  
San Diego, CA 92123  
Employer ID # 33-0522594

## Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

### Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member School Sites" are those School Sites listed on the Quote as implementing one or more AVID program—Secondary, or Secondary and Elementary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member School Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member School Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member School Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and Member School Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path Trainings, AVID Weekly, AVID Test Prep, and others;
- Coordination with Client's District Director to collect, report, and analyze data from Client and Member School Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website;
- An AVID yearbook and ACCESS academic journals for Client and each Member School Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member School Sites access to AVID Summer Institute. Client and its listed AVID Member School Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the Member School Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of Member School Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

## **Article II. Term of Exhibit**

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2014 to June 30, 2015 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

## **Article III. Client Responsibilities**

3.1 **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member School Sites' compliance with this Exhibit.

3.2 **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member School Sites via the MyAVID portal.

3.3 **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member School Sites.

3.4 **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member School Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member School Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

3.5 **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member School Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 **Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.





**AVID Center HQ**  
 9246 Lightwave Ave  
 Suite 200  
 San Diego, CA 92123  
 Phone: (858) 380-4800  
 Fax: (858) 268-2265

## Quote: Fullerton School District

To	From
Fullerton School District	Alyssa Lang
Janet Morey	9246 Lightwave Avenue, Suite 200
1401 W Valencia Dr	San Diego, Ca 92115
Fullerton, CA 92833	E-mail: <a href="mailto:alang@avidcenter.org">alang@avidcenter.org</a>
	Phone: 858-380-4738

## Summary

Total Amount:	<b>\$5,492.00</b>	Quote ID:	QUO-02123-V9Z5T2
Shipping Method:	UPS	Date:	4/9/2014
Payment Terms:	Net 30		

## Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Nicolas Junior High School	MEMBERSHIP	AVID Membership Fees	1.00	\$3,485.00	\$3,485.00
Program Level: Secondary	SECONDARY				
	Summer Institute	Summer Institute Registration	3.00	\$669.00	\$2,007.00
	Registration				

Pre Freight Amount	\$5,492.00
Total Tax	\$0.00
<b>Total</b>	<b>\$5,492.00</b>

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

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Client Signature

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Title

---

Date

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LISA HIGHFILL TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING AND CONSULTATION ON JUNE 2-4 AND JUNE 9, 2014**

Background: In the 2014/15 school year, the California Common Core State Standards will be fully implemented and assessed. Understanding how the standards differ from previous standards and the necessary shifts they call for is essential to implementing the standards well. In the Common Core and Smarter Balanced Assessment Consortium (SBAC) testing, there is a greater emphasis on argument, information, and narrative writing. Two schools, Acacia and Beechwood, have piloted Columbia University's Readers and Writers Workshop (Lucy Calkins) that provides systematic, research based K-8 writing progressions that are aligned to the Common Core.

Rationale: Lisa Highfill has presented and provided training at Computer Using Educators (CUE), for the past two years, and in several school districts around the State and nation. Her CUE workshops are filled to capacity. She has been trained in the Lucy Calkins Readers and Writers Workshop and uses technology strategies to expand and enrich content in student writing. Ms. Highfill will also provide guidance and expertise in constructing a District writing literacy plan for Fullerton School District, with technology enhancement.

Funding: Cost is not to exceed \$6,500.00 to be paid from District (302) funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Lisa Highfill to provide professional development training and consultation on June 2-4 and June 9, 2014.

JM:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Lisa Highfill** 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 professional development training in student writing and will provide guidance in constructing a District writing literacy plan for FSD with technology enhancement.**

2. Term. Contractor shall commence providing services under this Agreement on **June 2, 3, 4 & 9, 2014**, and will diligently perform as required and complete performance by **June 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 Thousand Five Hundred Dollars (\$6,500.00) for providing three (3) days of training (\$6,000.00) and one (1) day consultation (\$500.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Lisa Highfill**  
**Address on File**

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 13<sup>h</sup> DAY OF MAY 2014.

FULLERTON SCHOOL DISTRICT

By:

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

Lisa Highfill  
**(Contractor Name)**

By:

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

Lisa Highfill  
**(Typed Name, Title)**

On File  
**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology & Media Services

**SUBJECT:** **APPROVE AMENDMENT #1 OF THE INTERNET NETWORK SUPPORT SERVICES AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) REVISING THE MULTI-YEAR AGREEMENT TO AN ANNUAL AGREEMENT (AGREEMENT NO. 39057) BEGINNING JULY 1, 2013 THROUGH JUNE 30, 2014**

Background: Fullerton School District contracts with Orange County Department of Education (OCDE) to be its Internet service provider. This agreement addresses access to the Internet through OCDE to the K-12 High Speed Network. Fullerton School District signed a prior three-year agreement for this service. Many Orange County School Districts requested that OCDE change this to an annual contract to improve alignment with the eRate cycle and State procurement laws.

Rationale: This amendment changes the three-year contract to one that terminates the end of this fiscal year (June 30, 2014).

Funding: The annual cost of this service is covered in the State budget. To date, Fullerton School District has never been charged for this service. If this item is removed from the State budget, Fullerton School District could be charged a maximum of \$78,000.00 to be paid from the Technology and Media Services (409) fund.

Recommendation: Approve Amendment #1 of the Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) revising the multi-year agreement to an annual agreement (Agreement No. 39057) beginning July 1, 2013 through June 30, 2014.

JM:JMc:sg  
Attachment

2 AMENDMENT 1  
3 2013 - 2014  
4 INTERNET NETWORK SUPPORT SERVICES AGREEMENT  
5 FULLERTON SCHOOL DISTRICT

6 The Internet Network Support Services Agreement, hereinafter  
7 referred to as AGREEMENT, entered into by and between the Orange  
8 County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa,  
9 California 92626, hereinafter referred to as SUPERINTENDENT, and  
10 Fullerton School District, 1401 West Valencia Drive, Fullerton,  
11 California 92833, hereinafter referred to as DISTRICT, is hereby  
12 amended as follows:

13 1.0 Section 2.0 TERM shall be amended to read as follows: This  
14 AGREEMENT shall be in full force and effect for the period  
15 commencing July 1, 2013, and ending on June 30, 2014, subject to  
16 termination as set forth in this AGREEMENT.

17 2.0 Section 3.0 PAYMENT shall be amended to read as follows:  
18 DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant  
19 to Section 1.0 of this AGREEMENT a total amount not to exceed  
20 Seventy-eight thousand dollars (\$78,000.00). Reimbursement for  
21 services will be based on the actual expenses incurred by  
22 SUPERINTENDENT in providing Internet access. The amounts listed  
23 below are estimated charges to the SUPERINTENDENT for fiscal year  
24 2013 - 2014 and are based on the type, level, and number of services  
25 provided to DISTRICT. DISTRICT shall be notified in writing of any  
increase in charges incurred by SUPERINTENDENT in supporting the  
network that result from rate changes. DISTRICT agrees to pay

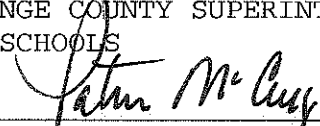
1 SUPERINTENDENT the actual charges within thirty (30) days upon  
2 receipt of an itemized invoice in triplicate from SUPERINTENDENT.  
3 Charges shall be as follows:

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
1.	<u>ANNUAL FEE</u> <u>\$78,000.00</u>	Internet Access Fee. DISTRICT will be billed only if SUPERINTENDENT receives an invoice from California K12 High Speed Network for Internet access for <u>1 GIG</u> .
<b>TOTAL FEE:</b>		<b><u>\$78,000.00</u></b>

2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FULLERTON SCHOOL DISTRICT  
BY: \_\_\_\_\_  
Authorized Signature  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
BY:  \_\_\_\_\_  
Authorized Signature  
PRINTED NAME: Patricia McCaughey  
TITLE: Coordinator  
DATE: February 21, 2014

FullertonSD-Internet-Amend 1(39057)  
ZIP4

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology & Media Services

**SUBJECT:** **APPROVE 2014/2015 INTRANET NETWORK SUPPORT SERVICES AGREEMENT NO. 40471 WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) BEGINNING JULY 1, 2014 THROUGH JUNE 30, 2015**

Background: Fullerton School District (FSD) contracts with the Orange County Department of Education (OCDE) for network support services. This agreement addresses access to the BiTech Financial System, Payroll Services and the Time and Attendance System. It includes charges for the management of the data circuit that connects to FSD. OCDE has changed its rates for services and has moved from a multiyear contract to an annual contract for services.

Rationale: OCDE shares the cost of managing the Intranet network with school districts in Orange County, charging the District \$1,500.00 for circuit network management.

Funding: The total cost for this contract is not to exceed \$1,500.00 to be paid from the Technology and Media Services (409) fund.

Recommendation: Approve 2014/2015 Intranet Network Support Services Agreement No. 40471 with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2014 through June 30, 2015.

JM:JMc:sg  
Attachment

2014-2015  
NETWORK SUPPORT SERVICES AGREEMENT  
FULLERTON SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 28<sup>th</sup> day of March, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTEDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network which is a telecommunications network utilized by the SUPERINTENDENT.

Applications services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)
6. Cloud Storage

7. Email Archiving

3.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2014, and ending on June 30, 2015, subject to termination as set forth in this AGREEMENT.

4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 2.0 of this AGREEMENT a total amount not to exceed One thousand five hundred dollars (\$1,500.00). The charges are based on the actual expenses incurred by SUPERINTENDENT in supporting the connectivity between DISTRICT and SUPERINTENDENT through the telephone companies, Internet service providers, and vendors providing equipment, lines and services. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network. DISTRICT agrees to pay SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice in triplicate from the SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<b><u>ANNUAL FEES</u></b>		
1.	\$ 1,500.00	Annual data circuit network management.
2.	\$ 0.00	Cloud Storage
3.	\$ 0.00	Email archiving/storage per terabyte.
4.	\$ 0.00	Email archiving/administration per terabyte
<b>TOTAL FEES: \$1,500.00 PER YEAR</b>		

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on SUPERINTENDENT'S Network between the DISTRICT and SUPERINTENDENT, provided however, that the

1 availability or performance of this technical support service shall  
2 not be construed as altering or affecting SUPERINTENDENT'S  
3 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
4 technical support via telephone shall be provided to DISTRICT  
5 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,  
6 excluding SUPERINTENDENT'S holidays.

7 6.0 TRAINING. SUPERINTENDENT will provide, at no additional  
8 charge, such assistance and advice, if requested, as may be  
9 necessary to assist DISTRICT personnel in the use and operation of  
10 the equipment installed by SUPERINTENDENT to enable DISTRICT to make  
11 optimum use of the network services Monday through Friday from 7:00  
12 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

13 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
14 shall be an independent contractor and shall be wholly responsible  
15 for the manner in which the services required by the terms of this  
16 AGREEMENT are performed. Nothing herein contained shall be  
17 construed as creating the relationship of employer and employee, or  
18 principal and agent, between SUPERINTEDENT and DISTRICT.  
19 SUPERINTENDENT assumes the responsibility for the acts of its  
20 employees or agents as they relate to the services to be provided.  
21 SUPERINTENDENT, its officers, agents, and employees, shall not be  
22 entitled to any rights, and/or privileges of DISTRICT'S employees  
23 and shall not be considered in any manner to be DISTRICT'S  
24 employees.

24 ////

25 ////



8.0 HOLD HARMLESS.

1 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
2 hold harmless DISTRICT, its Governing Board, officers, agents, and  
3 employees from every claim or demand and every liability loss,  
4 damage, or expense of any nature whatsoever which may be incurred by  
5 reason of any negligent acts or omissions of employees, agents or  
6 officers of SUPERINTENDENT or the Orange County Board of Education  
7 during the period of this AGREEMENT.

8 B. DISTRICT hereby agrees to indemnify, defend, and hold  
9 harmless SUPERINTENDENT, the Orange County Board of Education, and  
10 its officers, agents, and employees from every claim or demand and  
11 every liability, loss, damage, or expense of any nature whatsoever  
12 which may be incurred by reason of any negligent acts or omissions  
13 of employees, agents or officers of DISTRICT during the period of  
14 this AGREEMENT.

15 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
16 they will not engage in unlawful discrimination of persons because  
17 of race, color, religious creed, national origin, ancestry, physical  
18 handicap, medical condition, marital status, or sex of such persons.

19 10.0 APPLICABLE LAW. The services completed herein must meet the  
20 approval of the DISTRICT'S general right of inspection to secure the  
21 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
22 to comply with all federal, state and local laws, rules, regulations  
23 and ordinances that are now or may in the future become applicable  
24 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
25

engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

11.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.

12.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

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

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 (3rd) 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. As of the date of this AGREEMENT the addresses of the parties are as follows:

1 DISTRICT: Fullerton School District  
2 1401 West Valencia Drive  
3 Fullerton, California 92833  
4 Attn: \_\_\_\_\_

5 SUPERINTENDENT: Orange County Superintendent of Schools  
6 200 Kalmus Drive  
7 Costa Mesa, California 92626  
8 Attn: Patricia McCaughey

9 15.0 SEVERABILITY. If any term, condition or provision of this  
10 AGREEMENT is held by a court of competent jurisdiction to be  
11 invalid, void, or unenforceable, the remaining provisions will  
12 nevertheless continue in full force and effect and shall not be  
13 affected, impaired or invalidated in any way.

14 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
15 shall be governed by the laws of the State of California, with venue  
16 in Orange County, California.

17 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
18 attached hereto constitute the entire AGREEMENT between  
19 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
20 made shall be ineffective to modify this AGREEMENT in whole or in  
21 part unless such agreement is embodied in an Amendment to this  
22 AGREEMENT which has been signed by both Parties. This AGREEMENT  
23 supersedes all prior negotiations, understandings, representations  
24 and agreements.

25 ////

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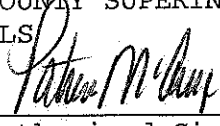
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1 IN WITNESS WHEREOF, the Parties hereto have caused this  
2 AGREEMENT to be executed.

3 DISTRICT: FULLERTON  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

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

7 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

8 TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: MAR 13 2014

10  
11  
12 Network Support Services (40471) 2014  
ZIP13

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** APPROVE OUT-OF-STATE CONFERENCE FOR OPAL SCHOOL SUMMER SYMPOSIUM ON JUNE 18-22, 2014, IN PORTLAND, OREGON

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

Rationale: Attendees will observe Opal School classrooms instructional approaches and inquiry-based learning through the arts and sciences. In addition, staff will dialogue with Opal School staff on approaches to teaching and learning that invite playful inquiry into the classroom to challenge and engage young minds as 21<sup>st</sup> Century Learners. One program coordinator and six teachers will share and utilize information with school staffs.

Funding: Cost not to exceed \$10,500.00 and is to be paid from Child Development budget #085.

Recommendation: Approve out-of-state conference for Opal School Summer Conference on June 18-22, 2014, in Portland, Oregon.

MLD:MC:ln

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Becky Silva, Assistant Director, Business Services  
**SUBJECT:** APPROVE/RATIFY AMENDMENT #2 TO CONTRACT #38018 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR IMPLEMENTATION AND SOFTWARE SUPPORT OF THE SUNGARD BI-TECH SYSTEM FOR FISCAL YEAR 2014/2015

Background: The Orange County Department of Education (OCDE) operates the SunGard Bi-Tech System for approximately thirty (30) school districts and community colleges within the County. Fullerton School District began using the SunGard Bi-Tech System in the 1998/1999 fiscal year.

The 2012/2013 contract was approved/ratified by the Board of Trustees on May 22, 2012, and contains language allowing annual renewals for up to five years. The purpose of Amendment #2 is to renew the contract for the 2014/2015 fiscal year. Other than the cost, all aspects of the contract remain the same as in 2012/2013. The cost in Amendment #2 is \$64,590.00, no increase from 2013/2014.

Rationale: SunGard Bi-Tech System is the financial system used by the Fullerton School District. OCDE is the service provider and software support provider. The proposed contract defines the terms of service, software support, charges, and any additional requirements of either party.

Funding: The total cost of \$64,590.00 is paid from the General Fund.

Recommendation: Approve/Ratify Amendment #2 to Contract #38018 with the Orange County Department of Education (OCDE) for implementation and software support of the SunGard Bi-Tech System for fiscal year 2014/2015.

SH:BS:gs

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Laurie Bruneau, Risk Manager  
**SUBJECT:** **APPROVE/RATIFY CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR THE COST OF A CROSSING GUARD FOR THE INTERSECTION OF HETEBRINK STREET AND HUTAIN STREET, EFFECTIVE July 1, 2014 THROUGH JUNE 30, 2015**

Background: The City of Fullerton's traffic engineers perform traffic studies, when requested by the District, for those intersections near schools that may warrant crossing guards.

A study performed in the spring of 2011 for the intersection of Hetebrink Street and Hutain Street showed that the intersection did not meet the City's established criteria for a crossing guard. However, District staff recommended that in the interest of student safety, the District bear the cost of a crossing guard at the intersection until such time as the City performed another traffic study. An additional study might warrant the placement of a crossing guard by the City (in which case the District would split the cost with the City).

The original contract was for a one-year period. Staff recommends extension of the contract for one additional year. The cost is unchanged from the 2013/2014 fiscal year.

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

Rationale: The agreement between the City of Fullerton and the Fullerton School District requires that the cost of a warranted crossing guard be borne by the City of Fullerton. In this case, as the intersection of Hetebrink and Hutain does not as yet meet the criterion for warrants, the District must bear the cost.

Funding: The current cost is not to exceed \$10,483.00 per year from General Fund (01).

Recommendation: Approve/Ratify contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2014 through June 30, 2015.

SH:LB:lc

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent  
**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RODGER BYBEE FOR SCIENCE, TECHNOLOGY, ENGINEERING, ART, AND MATHEMATICS (STEAM) WORKSHOP FOR RICHMAN SCHOOL TO BE HELD ON JUNE 2-3, 2014**

Background: Richman School has been working to establish itself as a Science, Technology, Engineering, Art, and Mathematics (STEAM) school. Coordination across the school implies rethinking and reform of curriculum, instruction, and classroom assessment within and across grades. Rodger Bybee will facilitate a workshop for Richman School to be held on June 2-3, 2014 to introduce school personnel to the historical and contemporary contexts of STEM education and provide practical guidance and suggestions for STEAM reform at the school and classroom levels.

Rationale: The purpose of this workshop is to facilitate the development of a STEAM-oriented program for Richman School.

Funding: Not to exceed \$5,000.00 from the Superintendent's Budget #526.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Rodger Bybee for Science, Technology, Engineering, Art, and Mathematics (STEAM) Workshop for Richman School to be held on June 2-3, 2014.

RP:KI:cs  
Attachment



## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Rodger Bybee** 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: **Goals for the workshop include (1) introducing school personnel to the historical and contemporary contexts of STEM education, and (2) providing practical guidance and suggestions for STEAM reform at the school and classroom levels. In addressing the goals, the first day of the workshop will involve an introduction to STEM and STEAM education, and the second day will clarify curricular, instructional, and assessment issues specific to the STEAM school.** Services shall be provided by **Rodger Bybee**.

2. Term. Contractor shall commence providing services under this Agreement on **June 2 & 3, 2014**, and will diligently perform as required and complete performance by **June 3, 2014**.

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

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

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

respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

applicable.

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

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

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

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

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

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

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

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

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful

discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Rodger Bybee**  
  
**ON FILE**

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 13th DAY OF May 2014.

FULLERTON SCHOOL DISTRICT

By:

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

**Rodger Bybee**  
**(Contractor Name)**

By:

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

**ON FILE**  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** May 13, 2014

**TO:** Board of Trustees

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

**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent

**SUBJECT:** **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR DR. ROBERT PLETKA FOR THE INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION (ISTE) CONFERENCE IN ATLANTA, GEORGIA, JUNE 28-JULY 1, 2014**

Background: The International Society for Technology in Education (ISTE) Conference is globally recognized as the most comprehensive educational technology conference of its kind. The event offers a myriad of professional learning opportunities for education leaders. Attendees have an opportunity to participate a wide variety of educational sessions and hands-on learning environments while learning new strategies and gain exposure to relevant topics and trends in educational technology.

Rationale: Attendance by Dr. Pletka at the upcoming ISTE Conference is requested due to the expansion of the technology program within the District.

Funding: Not to exceed \$2,500.00 from Superintendent's Budget #526.

Recommendation: Approve out-of-state conference attendance for Dr. Robert Pletka for the International Society for Technology in Education (ISTE) Conference in Atlanta, Georgia, June 28-July 1, 2014.

RP:KI:cs

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**SUBJECT:** APPROVE AGREEMENT FOR SERVICES WITH KPI ARCHITECTS, INC.,  
FOR ARCHITECTURAL SERVICES

Background: The District plans to enter into various construction projects. The services of a licensed architect are necessary to plan projects, provide schematics and renderings, prepare project budgets and schedules, prepare bid documents and specifications, prepare architectural plans, interface with the Division of the State Architect and Office of Public School Construction, provide supervision of contractors, and other tasks related to the completion of construction projects.

Rationale: District staff recommends entering into an agreement with KPI Architects for these services. KPI is a full-service architectural firm specializing in public works.

Funding: Services will be utilized on an as-needed basis. Total projected cost for services for each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Costs are set at professional hourly rates as detailed in Exhibit A of the contract. Costs will be paid from the District's capital projects funds.

Recommendation: Approve agreement for services with KPI Architects, Inc., for architectural services.

SCH:gs  
Attachment





May 5, 2014 Emailed to:  
Susan\_hume@fullertonsd.org

Architecture, Planning, Interior Design  
Corona CA • Roseville CA • Tulsa OK

May 5, 2014

Ms. Susan Cross Hume, CPA, CIA  
FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California 92833

RE: ARCHITECTURAL SERVICES

Dear Ms. Hume:

In response to Mr. Bob Macauley's request of KPI Architects Inc. for Architectural Services we offer the following.

KPI proposes to provide planning, schematic design, design development, construction documents, DSA/local governmental approvals, contract administration and project closeout as necessary for the District to pursue multiple levels of construction projects as the various school sites throughout the District.

KPI proposes to provide Architectural Services on an hourly rate for various projects as directed by the District in accordance to the attached Architects Notice to Proceed and Hourly Rate Exhibit "A".

We look forward to a long and productive partnership with you and the Fullerton staff.

Yours very truly,

KPI ARCHITECTS INC.

Dan Hensiek  
Vice President

S. Mark Gelsinger  
Architect

Enclosures

cc: Bob Macauley @ bob\_macauley@fullertonsd.org  
FULLERTON SCHOOL DISTRICT

KPI ARCHITECTS INC.  
650 East Parkridge Avenue, Suite 105  
Corona, California 92879  
800-366-6381 • FAX: 877-493-2059



Architecture, Planning, Interior Design  
Corona CA • Roseville CA • Tulsa OK

# Architect's Notice to Proceed No. \_\_\_\_\_

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

Project: \_\_\_\_\_

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

Job No.: \_\_\_\_\_

Estimated Probable Cost: Construction Costs: \$

Soft Costs: \$

NOTE: Estimated probable costs are to be revised as project design documents progress.

Scope of Work:

District Authorization: \_\_\_\_\_ Date: \_\_\_\_\_



Architecture, Planning, Interior Design  
Corona CA • Roseville CA • Tulsa OK

**EXHIBIT "A"**

**SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION**

Charges for architectural, planning, interior design, drafting and support services are based on the following daily or hourly rates:

General Support Staff -----	\$ 35.00/hour
Project Support Staff -----	\$ 45.00/hour
CAD Operator-----	\$ 55.00/hour
Architectural Technical Staff -----	\$ 75.00/hour
Engineering Technical Staff-----	\$ 75.00/hour
Paraprofessional-----	\$ 75.00/hour
Senior Project Manager-----	\$140.00/hour
Project Manager -----	\$125.00/hour
Architect -----	\$125.00/hour
Engineer-----	\$125.00/hour
Architectural Illustrator -----	\$140.00/hour
Director of Architecture -----	\$140.00/hour
Director of Engineering-----	\$140.00/hour
Information Technology Director -----	\$140.00/hour
Facilities Analyst Director-----	\$140.00/hour
Director of Design -----	\$140.00/hour
Director of Construction -----	\$160.00/hour
Project Architect -----	\$160.00/hour
Project Engineer-----	\$160.00/hour
Vice President -----	\$160.00/hour
President/Chief Executive Officer -----	\$285.00/hour

Charges are due and payable upon receipt of the invoice.

This schedule is subject to revision with written notice.

CONSENT ITEM

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Bob Macauley, Director, Maintenance, Operations & Facilities  
**SUBJECT:** APPROVE REQUEST TO GO OUT TO BID FOR PAVING REPAIRS AT VARIOUS SCHOOL SITES

Background: Ongoing efforts to maintain existing facilities and protect the health and safety of students, staff, and the public include the need for periodic paving repairs. The District is in need of various paving repairs at several sites. The cost of these repairs will exceed State bid limits. Therefore, the District needs to go out to bid for the contract.

2014 Summer Paving Projects

Location	Estimated Cost
Commonwealth	\$50,000.00
Hermosa Drive	\$59,000.00
Pacific Drive	\$100,000.00
Total	\$209,000.00

Rationale: Pursuant to Public Contract Code Section 20111(a), the current bid threshold for public agency maintenance repair contracts is \$84,100.00. The total estimated cost of the project, including soft costs and contingency, is \$209,000.00. The estimated cost of the project is in excess of the current bid limit, and thus needs to be put out to bid.

Funding: The total estimated cost of the project is \$209,000.00, to be funded from the Deferred Maintenance Fund (14) and the Special Reserve Fund (40).

Recommendation: Approve request to go out to bid for paving repairs at various school sites.

SH:BM:mm

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SARAH LANDIS TO PROVIDE CONSULTING SERVICES ON JUNE 4 & 5, 2014**

Background: The area of greatest shift in the Common Core is in expository reading and writing. Beechwood and Acacia schools have been piloting Lucy Calkins' Writers Workshop and have found this program's pedagogy to be most effective. Additionally, several principals, key teachers, educational services staff, and superintendent attended the Lucy Calkins' Units of Study seminar offered by OCDE, where she led participants through the introduction of opinion, information, and narrative writing. Sarah Landis is a consultant and professional development trainer in Lucy Calkins Writers Workshop. She has designed Calkins- and Common Core aligned writing programs for the Pleasanton Unified School District, Newark Unified, and Alameda Unified School District as well as provided training in the implementation of these programs.

Rationale: A foundational and systematic expository writing program is a need for the District with the implementation of Common Core State Standards. Sarah Landis will work with educational services staff and Beechwood and/or Acacia administrators and key teachers to design an effective District writing program based on the Calkins Writing Workshop and Units of Study.

Funding: Cost is not to exceed \$1,000.00 to be paid from District (302) funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Sarah Landis to provide consulting services on June 4 & 5, 2014.

JM:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Sarah Landis** 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 consulting services in designing Calkins- and Common Core-based District writing program, implementation timelines, and training schedule.**

2. Term. Contractor shall commence providing services under this Agreement on **June 4 & 5, 2014**, and will diligently perform as required and complete performance by **June 5, 2014**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Dollars (\$1,000.00) for providing two (2) days consultation (\$500.00 per day)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
**Sarah Landis**  
**Address on File**

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 13th DAY OF MAY 2014.

FULLERTON SCHOOL DISTRICT

By:

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

Sarah Landis  
**(Contractor Name)**

By:

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

Sarah Landis  
**(Typed Name, Title)**

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

CONSENT ITEM

**DATE:** May 13, 2014

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND THE DOCUMENT BASED QUESTIONING (DBQ) PROJECT TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING ON JUNE 5, 2014**

Background: The Document Based Questioning (DBQ) Project emphasizes the elements of DBQ essay and writing supports teachers can use to promote strong, evidence-based writing through social studies. Participants spend time analyzing student work and norming student essays using the DBQ rubric aligned to Common Core. Two Fullerton School District (FSD) teachers have piloted DBQ this year in 7th and 8th grade social studies. They found that their students' critical thinking is more clearly evident in written responses to the reading. Additionally, the teachers also observed that their own teaching of literacy skills through social studies has improved by implementing the DBQ Project.

Rationale: The Common Core and Smarter Balanced Assessment Consortium calls for increased attention to expository reading and writing. Two FSD teachers have experienced success in the pedagogy of DBQ as indicated by student writing and complexity of discussions. In the 2014/2015 school year, the DBQ pilot will be expanded to include volunteering history/social studies teachers from the three remaining junior highs and increased participation at the two pilot schools. The full-day introductory DBQ training workshop is mandatory attendance for each teacher choosing to take part in the expanded pilot. As a condition for piloting, teachers will also be required to attend one DBQ PLC meeting per trimester led by the original two pilot teachers to monitor implementation, problem solve, and share ideas and successes.

Funding: Cost is not to exceed \$2,200.00 to be paid from District (302) funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District (FSD) and The Document Based Questioning (DBQ) Project to provide professional development training on June 5, 2014.

JM:nm  
Attachment

## 2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The DBQ Company** 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 full-day introductory DBQ workshop.**
2. Term. Contractor shall commence providing services under this Agreement on **June 5, 2014**, and will diligently perform as required and complete performance by **June 5, 2014**.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Thousand Two Hundred Dollars (\$2,200.00)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor's services will be performed, findings obtained, reports and

recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

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

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

11. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or

demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

CONTRACTOR:  
**The DBQ Company**  
**425 Lee Street**  
**Evanston, IL 60602**

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 13<sup>h</sup> DAY OF MAY 2014.

FULLERTON SCHOOL DISTRICT

By:

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

The DBQ Company \_\_\_\_\_  
**(Contractor Name)**

By:

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

Chip Brady \_\_\_\_\_  
**(Typed Name, Title)**

75-3178904 \_\_\_\_\_  
**Taxpayer Identification Number**

DISCUSSION/ACTION ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** **AWARD CONTRACT TO FORTNET SECURITY, INC., PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS), CONTRACT NUMBER 3-14-70-3039A, FOR THE PURCHASE OF NETWORK HARDWARE, THREAT PREVENTION SUBSCRIPTION, AND HARDWARE SUPPORT AS NEEDED THROUGHOUT THE DISTRICT**

Background: The District will purchase network hardware, threat prevention subscription, and hardware support from Fortnet Security, Inc. Network purchases have reached the bid threshold limits allowed by Public Contract Code Section 20111. Program timelines do not allow for the time necessary to conduct a formal bid for the network hardware, threat prevention subscription, and hardware support. The recommended CMAS contract is based on some or all of the products and prices from General Services Administration (GSA) Schedule No. GS-35F-0511T. Public Contract Code Section 10298 specifically authorizes local agencies to contract with suppliers who are awarded CMAS contracts without further competitive bidding. District staff have determined that it is in the best interest of the District to award the contract to Fortnet Security, Inc., based upon the determination that pricing for the related hardware and/or needs required by the District is fair, reasonable, competitive, and meets all the needs of the District.

Rationale: When required by the District office, network hardware, threat prevention subscription, and hardware support would be purchased under the terms and condition of CMAS Contract Number 3-14-70-3039A.

Funding: Multiple funding sources may be used throughout the life of this contract. The current project(s) costs are estimated not to exceed \$180,000.00.

Recommendation: Award contract to Fortnet Security, Inc., pursuant to the State of California Multiple Award Schedules (CMAS), contract number 3-14-70-3039A, for the purchase of network hardware, threat prevention subscription, and hardware support as needed throughout the District.

JM:JMc:sg  
Attachment

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Fortnet Security, Inc.**

CONTRACT NUMBER:	<b>3-14-70-3039A</b>
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	2/28/2014 through 9/30/2017
CONTRACT CATEGORY:	Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0511T
BASE SCHEDULE HOLDER:	EC America, Inc.

This contract provides for the purchase and warranty of hardware. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE EC AMERICA, INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS CONTRACT.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

*mk Janna Welk*

Effective Date: **2/28/2014**

**JANNA WELK, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
FORTNET SECURITY, INC.  
CMAS NO. 3-14-70-3039A**

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Firewall-Network Security  
Internet-Encryption  
Internet-Firewall  
Internet-Security  
Network-System  
Router-Network  
Security-IT Hardware  
Security-IT Network

**AVAILABLE PRODUCTS AND/OR SERVICES**

Only products from the manufacturer(s) listed below are available within the scope of this contract:

Palo Alto

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**EXCLUDED PRODUCTS AND/OR SERVICES**

CLOUD products and related services, leasing of product, software, software maintenance, software maintenance as a service, electronic commerce services, hardware maintenance, repair, training courses and IT professional services are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0511T (EC AMERICA, INC.) with a GSA term of 6/27/2007 through 6/26/2017. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "EC America, Inc." with "Fortnet Security, Inc." where "EC America, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (408) 519-6552:

Fortnet Security, Inc.  
7411 Carnoustie Court  
Gilroy, CA 95020  
Attn: Brij Patel

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: (408) 907-4157  
E-mail: [brij@fortnetsec.com](mailto:brij@fortnetsec.com)

**CALIFORNIA SELLER'S PERMIT**

Fortnet Security, Inc.'s California Seller's Permit No. is 100211738. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

The ordering agency is encouraged to seek prices lower than those on this CMAS contract. When responding to an agency's Request for Offer (RFO), the contractor can offer lower prices to be competitive.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

DISCUSSION/ACTION ITEM

**DATE:** May 13, 2014

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

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

**SUBJECT:** APPROVE DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2014/2015 SCHOOL YEAR

Background: As of 1996, a “Declaration of Need for Fully Qualified Educators” must be completed and adopted yearly based on the anticipated need for the subsequent school year. This Declaration must be Board adopted and submitted to the Commission on Teacher Credentialing before any alternate credentials may be processed.

The Fullerton School District has the following general needs that may be met through the emergency credential process:

- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3.
- All core academic subject teachers to become NCLB compliant.
- Filling preschool, special education positions for which a specialist credential is required.
- Filling special education positions to allow these educators time to meet new requirements for special authorizations.
- Filling junior high positions for which qualified teachers are difficult to find, including but not limited to foreign language, science, math, English language learners.
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education.
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.

Rationale: The Board of Trustees is required to adopt the “Declaration of Need for Fully Qualified Educators” at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District’s specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Not applicable.

Recommendation: Approve Declaration of Need for Fully Qualified Educators for the 2014/2015 school year.



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2014/2015  
 Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Fullerton School District District CDS Code: 66506

Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 13 / 14 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2015.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>Mark Douglas</u>		<u>Asst. Supt. Personnel Services</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>714-447-7538</u>	<u>714-447-7450</u>	
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>1401 W. Valencia Drive, Fullerton, CA 92833</u>		
<small>Mailing Address</small>		
<u>Mark_Douglas@fullertonsd.org</u>		
<small>E-Mail Address</small>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_ / \_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	8
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: Spanish	
<input checked="" type="checkbox"/> Resource Specialist	2
<input type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	10
Special Education	20
TOTAL	35



**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Fullerton School District participates with OCDE Intern Programs

Does your agency participate in a Commission-approved college or university intern program?  Yes  No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an intern program.

CSUF, CSULB, National, Azusa

If no, explain why you do not participate in an intern program.

DISCUSSION/ACTION ITEM

**DATE:** May 13, 2014  
**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 #13/14-15 ELIMINATING/REDUCING IDENTIFIED CLASSIFIED POSITIONS**

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 as they become available at the start of a new school year. 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, bargaining unit negotiation and alternative placement, if necessary, will be made following Board approval. The positions identified for elimination and reduction are listed on the attached Resolution No. #13/14-15 Resolution for Eliminating/Reducing Identified Classified Positions.

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

Funding: Not applicable.

Recommendation: Adopt Resolution #13/14-15 eliminating/reducing identified Classified positions.

MLD:CL:ph  
Attachment

**FULLERTON SCHOOL DISTRICT  
MAY 13, 2014  
RESOLUTION NO. #13/14-15**

**RESOLUTION FOR ELIMINATING/REDUCING IDENTIFIED CLASSIFIED POSITIONS**

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

**Position reduction due to lack of funds:**

- 1 – Computer Technician I (reduction of hours and months from 40 hours/week to 30 hours/week and 9.75 months/year to 9.5 months/year)

**Position elimination due to lack of work and lack of funds:**

- 1 – Instructional Assistant/Bilingual-Biliterate-Woodcrest (3.8 hours/day)
- 1 – Instructional Assistant/Bilingual-Biliterate-Ladera Vista (3.5 hours/day)

NOW, THEREFORE, BE IT RESOLVED that as of August 6, 2014, one Computer Technician I position shall be reduced in hours and months and as of August 11, 2014, two Instructional Assistant/Bilingual-Biliterate positions will 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 13<sup>th</sup> day of May, 2014.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_

BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Janny Meyer, President, Board of Trustees

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

DISCUSSION/ACTION ITEM

**DATE:** May 13, 2014

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

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

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** **DECLARE APPLE COMPUTER, INC., AS SOLE SOURCE VENDOR TO FULLERTON SCHOOL DISTRICT FOR COMPUTER PRODUCTS AND SERVICES EFFECTIVE THIS DATE, AND DELEGATE TO THE SUPERINTENDENT, ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES, AND/OR ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES THE POWER TO NEGOTIATE ALL TERMS AND CONDITIONS WITH APPLE COMPUTER, INC., THAT ARE IN THE BEST INTEREST OF THE DISTRICT**

Background: The District started its technology program in 1979 with Apple Computer, Inc., and currently has thousands of Apple Computers Districtwide, which represents 96% of the computers in the District. The District currently has about 7,500 iPads currently deployed. In addition, nearly 100% of the instructional professional development for teachers is provided on Apple computers. The Technology and Media Services Department staff is trained to repair and maintain the Apple products in the District. Based on the above, the District retained Danka Enterprises to render an opinion to the Board of Trustees regarding whether or not Apple Computer, Inc., is the sole source vendor for Apple products and services. A "sole source" opinion has been rendered by Mr. Dan Lau or Danka Enterprises, which has been reviewed and approved by the Orange County Department of Education legal services staff. A copy of the opinion is available for review in the Superintendent's Office.

Funding: Not Applicable.

Recommendation: Declare Apple Computer, Inc., as sole source vendor to Fullerton School District for computer products and services effective this date, and delegate to the Superintendent, Assistant Superintendent of Educational Services, and/or Assistant Superintendent of Business Services the power to negotiate all terms and conditions with Apple Computer, Inc., that are in the best interest of the District.

JM:JMc:sg

ADMINISTRATIVE REPORT

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** Local Control Accountability Plan (LCAP)

Background: The Local Control Funding Formula (LCFF) requires school district stakeholders to develop a funding accountability plan called the Local Control and Accountability Plan (LCAP). The LCAP must identify goals and process indicators (metrics) for all pupils, each subgroup of pupils, each state priority and any local priorities. Actions and services to meet the identified goals and "needs" must be described. A process for engagement of district stakeholders must be provided. Review and Comment must be elicited from district and site organizations and staff, to better align school-site and district-level goals and actions. LCAP priorities must be presented in a public meeting of the governing board. The LCAP and LCFF 3-year plan shall be approved and adopted by July 1, 2014 and updated, annually.

Rationale: The final draft of the Fullerton School District (FSD) LCAP will be presented for Board and public review. Anticipated expenditures for this presentation will highlight those related to Actions and Services for low-income, English Learner, foster youth, and pupils redesigned as fluent English proficient who will be served by the new Supplemental Grant funding. The FSD LCAP explains how District programs, actions, and services contribute to the eight State priorities and District Board goals; demonstrates equity, and supports transparency and simplicity. The LCAP Stakeholders Advisory Committee members shall report on the LCAP required components: 1) FSD Board of Trustee's Annual Goals & State Priorities, 2) Stakeholder Engagement, 3) Goals & Progress Indicators, and 4) Actions, Services, and Expenditures.

Funding: Not applicable.

Recommendation: Not applicable.

JM:nm

ADMINISTRATIVE REPORT

**DATE:** May 13, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** “SUNSHINE” CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S (CSEA),  
CHAPTER 130 2014/2015 PROPOSAL TO NEGOTIATE WITH FULLERTON  
SCHOOL DISTRICT

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm  
Attachment

Collective Bargaining Agreement Reopener Proposal of  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Fullerton Chapter 130

**ARTICLE 6 – PAY AND ALLOWANCES**

6.1 **REGULAR RATE OF PAY:**

Modify language to include an upward adjustment to the salary schedule.

**ARTICLE 8 – HEALTH INSURANCE**

8.1 **HEALTH BENEFIT LEVELS:**

**All other provisions of the collective agreement in force to June 30, 2015 shall remain in full force and effect and shall be incorporated within the provisions of the agreement.**

**The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.**