

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, April, July, August, October, and December and twice during the months of February, March, May, June, September, and November. The Regular 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), 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 with supporting documents and information, if any, at least ten working days before the scheduled meeting date. The Superintendent/designee shall determine whether a request is within the subject matter jurisdiction of the Board, whether an item is appropriate for discussion in open or closed session, and how the item shall be stated on the agenda.

PUBLIC COMMENTS - The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, 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 open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

PERSONS ADDRESSING THE BOARD - Please state your name for the record. As stated above, comments related to the published agenda shall be limited to three minutes per person and 20 minutes total for the agenda item. When any group of persons wishes to address the Board, the Board President may request that a spokesperson be chosen to speak for the group.

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, if a member of the public needs special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the Office of the Superintendent at (714) 447-7410. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

PUBLIC RECORDS related to the open session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at 1401 W. Valencia Drive, Fullerton, during regular business hours, 8:00 a.m. to 4:30 p.m.

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, June 28, 2011
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:03 p.m. and President Thornley led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley
Administration present: Dr. Mitch Hovey, Dr. Gary Cardinale, Mr. Mark Douglas, Mrs. Janet Morey

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:04 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas and [Government Code sections 54954.5(f), 54957.6]
•Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
•Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918]; • Public Employee Appointment, Director of Business Services (Government Code section 54957)

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

The Board returned to Open Session at 6:16 p.m. and Dr. Gary Cardinale, Assistant Superintendent of Business Services, led the pledge of allegiance to the flag.

President Thornley announced the Board meeting would be audio and video recorded and may be streamlined to the Internet.

President Thornley reported that the Board reviewed a request for a stipulated expulsion in Closed Session concerning student case #1011-13. Regarding student case #1011-13, it was moved by Hilda Sugarman, seconded by Janny Meyer, and carried 5-0 that the student be expelled from all the schools and programs of the District for the Spring Semester of the 2010/2011 school year, which ends June 17, 2011, and the Fall Semester of the 2011/2012 school year. The Board finds that the student has violated Education Code § 48915(c); and 48900(b). Readmission to the District at the end of expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to the California Education Code 48916. Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education.

President Thornley reported that the Board reviewed a request for readmission of expelled students in Closed Session concerning students #1011-03, 1011-04, 1011-05, 1011-06, 1011-07, 1011-08, 1011-09, 1011-11. Regarding students # 1011-03, 1011-04, 1011-05, 1011-06, 1011-07, 1011-08, 1011-09, 1011-11, it was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 that pursuant to California Education Code section 48916, these students be readmitted to the schools of the Fullerton School District having satisfied the conditions of the Rehabilitation Plan developed by the District at the time of expulsion. Students are eligible for readmission on or after June 28, 2011.

President Thornley reported that the Board reviewed a request for denying readmission of expelled students in Closed Session concerning students #1011-01 and 1011-02. Regarding students # 1011-01 and 1011-02 it was moved by Chris Thompson, seconded by Hilda Sugarman, and carried 5-0 that pursuant to California Education Code section 48916, the readmission for students #1011-01 and 1011-02 to the schools of the Fullerton School District be denied. The Board finds that the students have not met the conditions of the Rehabilitation Plan developed at the time of the expulsion.

President Thornley reported the Board approved in Closed Session the appointment of Steve Miller as the new Director of Business Services effective immediately. Dr. Hovey shared the qualifications Steve Miller brings to the District.

Public Comments

There were no public comments at this time.

Laptops for Learning Program Evaluation Presentation

Ted Lai, Director of Technology and Media Services introduced Pamela Zinnel, teacher at Hermosa Drive School; Lester Ip, parent at Fisler School; Amanda Wong, former student at Fisler School; Dr. Loretta Donovan, professor at California State University, Fullerton; and Dr. Laurie Hansen, professor at University of California, Irvine. Pamela Zinnel, Lester Ip, and Amanda Wong addressed the Board regarding the Laptops for Learning Program. Dr. Loretta Donovan and Dr. Laurie Hansen shared with the Board details about the Laptops for Learning Program Evaluation they conducted. The Board of Trustees held discussion regarding the Evaluation and the Laptops for Learning Program.

Superintendent's Report

Dr. Hovey introduced Susan Hume, new Assistant Superintendent of Business Services, and her husband Ed Hume. He welcomed Mrs. Hume to the Fullerton School District family and stated she will begin working on July 1, 2011.

Dr. Hovey shared that Fullerton School District accomplished many wonderful things during the 2010/2011 school year. He reported that the Redesigning the Evaluation Task Force team has met two times during the school year. The two sub-committee's met on June 20 and June 24th to continue holding discussions about the new Evaluation tool being created for teachers and principals. Dr. Hovey thanked Mark Douglas, Assistant Superintendent of Personnel Services, and Janet Morey, Assistant Superintendent of Educational Services, for their support with the Evaluation Task Force.

Information from the Board of Trustees

President Thornley- She shared how great it was to see the excitement of the 8th grade students promoting to high school. In particular, she stated it was truly special to see the joy from an 8th grade student at Nicolas Junior High School who received a Rotary Club award.

Trustee Thompson- He enjoyed attending the 8th grade promotion ceremonies and is looking forward to next year's promotions.

Trustee Berryman- She attended a legislative meeting with Assembly Member Jose Solorio where State Superintendent Tom Torlakson was speaking. Trustee Berryman commented that it was nice to see Superintendent Torlakson meet with people after he finished speaking. Superintendent Torlakson addressed issues such as: applauding teachers for making things happen during a time of great challenges and higher expectations; California being ranked 47th in the Nation in student funding; the extension of taxes as favorable; career education and readiness; Science, Technology, Engineering, and Mathematics (STEM); early child development and preschool for students; kids and nutrition; and educating the whole child.

Trustee Meyer- She commented that attending the 8th grade promotions was very fun. Maple School had a great celebration at the Marriott Hotel honoring them for receiving the Title I Academic Achievement Award. The Teacher of the Year event was very well organized by the District and FETA. The awards assembly at Nicolas Junior High on June 15th was a great event. She thanked the District Office for the wonderful BBQ. She congratulated Fern Drive, Maple, Orangethorpe, Richman, and Rolling Hills Schools for being named as finalists to the Governor's Challenge. She wished a fond farewell and great wishes to Dr. Gary Cardinale, Assistant Superintendent of Business Services, and Marilyn White, Director of Administrative Services, on their retirement. She wished everyone a great 4th of July holiday.

Trustee Sugarman - She extended a warm welcome to Susan Hume. She also wished a great retirement to Dr. Gary Cardinale and Marilyn White. Trustee Sugarman thanked Executive Cabinet and Carmen Serna, Executive Secretary, for their ongoing support. She wished everyone a great 4th of July celebration.

President Thornley- She thanked Dr. Gary Cardinale and Marilyn White for all that they have done for the Fullerton School District.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Georgene Bravo- no report.

FETA – Karla Turner no report.

CSEA– Al Lacuesta – no report.

FESMA – Paula Pitluk– no report.

Information Items

The District Activities Calendar is available at the following URL:

<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

Approve Minutes

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve the minutes of the Regular meeting on June 7, 2011.

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

Consent Items

Moved by Chris Thompson, seconded by Hilda Sugarman, and carried 5-0 to approve all consent items including revised Consent Board Item #1a (approving Craig Bertsch as the new Director of Administrative Services- Child Welfare and Attendance) and pulling Consent Item #1o for further discussion. The Board commented on Consent Items #1b, #1g, #1h, #1i, #1aa, #1gg, and #1hh.

Concerning Consent Item #1o, it was moved by Beverly Berryman and seconded by Hilda Sugarman to approve #1o with the exception of the Needlework Guild organizational membership. Discussion ensued. A substitute motion was made by Chris Thompson, and seconded by Hilda Sugarman, to continue this item (Consent Item #1o) until further information was received regarding each organization's political activities, a vote was taken, 1-4, the substitute motion did not pass. The Board went back to the original motion on the floor (to approve #1o with the exception of the Needlework Guild organizational membership) and it carried 4-1. It was then moved by Chris Thompson and seconded by Hilda Sugarman to approve the Needlework Guild organizational membership and carried 4-0-1 (Beverly Berryman abstained from voting due to her involvement as President of the Needlework Guild).

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 E22C0172 through E22C0176, E22D0792 through E22D0818, E22M0196 through E22M0202, E22R0825 through E22R0856, E22S0028 through E22S0031, E22T0047 through E22T0048, E22V0167 through E22V0179, and E22X0381 through E22X0382 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 131079 through 131133 and processed food and commodity purchase order numbered DJ-130010 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 78533 through 78810 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8327 through 8336 for the 2010/2011 school year.

1g. Approve Annual Software Support Maintenance Agreement between Fullerton School District and Harris School Solutions for the 2011/2012 school year.

1h. Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning August 1, 2011 through July 31, 2014.

1i. Approve Agreement between Fullerton School District and mySchoolBucks, LLC, beginning July 1, 2011.

1j. Approve Educational Fieldwork Agreement with Fullerton School District and University of Redlands, School of Education, from July 1, 2011 through June 30, 2013.

1k. Approve Classified tuition reimbursements.

1l. Approve/Ratify Classified Personnel Report.

1m. Award Contract for Bid No. FSD-11-12-PUR 1, installation of Epson BrightLink Interactive Projector Systems to Digital Networks Group Inc., for Phase I and future installations during the 2011/2012 fiscal year.

1n. Approve Notice of Completion for Valley Carports for various lunch shelters and shade structures, FSD-10-11-CF-01 through FSD-10-11-CF-05.

1o. Approve Organizational Memberships for 2011/2012.

1p. Approve/Ratify warrant number 1074 for the 2010/2011 school year (District 40, Van Daele).

1q. Approve/Ratify warrant number 1115 for the 2010/2011 school year (District 48, Amerige Heights).

1r. Approve Early Intervention for School Success (EISS) grant funded contracts for preschool and early primary teacher training at Commonwealth and Pacific Drive Schools for 2011/2012 and 2012/2013.

1s. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2011 and terminating June 30, 2012.

1t. Approve licensing agreement between Fullerton School District and Action Learning Systems, Inc. (ALS) for grades 2-6 English Language Arts Benchmark Assessments from July 1, 2011 through June 30, 2012.

1u. Approve submission to the California Department of Education of Part I of the Consolidated Application for Funding Categorical Aid Programs for the 2011/2012 school year.

1v. Approve Revisions of the Local Educational Agency Plan (LEA Plan) for 2011-2016 school years.

1w. Approve/Ratify acceptance of California Technology Assistance Project (CTAP) Teacher Technology Grants awards.

1x. Approve Independent Contractor Agreement between Fullerton School District and Leadership Associates for two Board/Superintendent Workshops to be conducted by June 30, 2012.

1y. Approve/Ratify 2011/2012 Agreements between Fullerton School District and the Assistance League of Fullerton for Operation School Bell, Vision Screening, and the Vision Referral Project.

1z. Approve 2011/2012 Agreement between the Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for the Medi-Cal Administrative Activities (MAA) Program.

1aa. Approve/Ratify Nonpublic Agency Master Contract between Fullerton School District and Speech Bananas to provide specialized assessments for special education students from June 1-30, 2011.

1bb. Approve/Ratify Independent Contractor Agreement between the Fullerton School District and Cristina Campos, M.S., to provide specialized assessments for special education students from June 1-30, 2011.

1cc. Approve/Ratify Addendum between Fullerton School District and Janice H. Carter-Lourensz, M.D. for medical consultation beginning April 6, 2011 through June 30, 2011.

1dd. Approve 2011/2012 Nonpublic Agency Master Contracts with Autism Comprehensive Educational Services (ACES), Autism Spectrum Consultants, Inc., Bilingual Therapies, Coast Speech Pathology and Associates, Coyne and Associates Education Corporation, Gallagher Pediatric Therapy, Goodwill Industries of Orange County (ATEC), Irvine Therapy Services, Inc., Newport Language and Speech, Premier Healthcare Services, Soliant Health, Speech Bananas, Speech Pathology Associates (SPA) and United Cerebral Palsy of Orange County.

1ee. Approve 2011/2012 Nonpublic School Master Contracts with Beacon Day School, Blind Children's Learning Center, Olive Crest Academy/Therapeutic Education Centers (TEC), Oralingua School, Rossier Park Elementary and Rossier Park School, and Speech and Language Development Center.

1ff. Approve 2011/2012 Independent Contractor Agreements with Allied Interpreting Service, Inc., Cristina Campos, M.S., Janice H. Carter-Lourensz, M.D., M.P.H., Dayle McIntosh Center for the Disabled, Melinda J. Heise, M.A., CCC-SLP, Kimberley Palmiotto, LEP, ABSNP, dba Coastal Educational Services, and Susanne Treacher, Physical Therapist.

1gg. Approve rejection of Claim Number 11-93769 DD-Application for Leave to Present a Late Claim.

1hh. Approve Software License and Maintenance Agreement with Smartetools, LLC, for use of integrated Position Control and Human Resources software.

Public Hearing

President Thornley conducted a public hearing at 8:15 p.m. to allow for public comment regarding the 2011/2012 Proposed Budget—All Funds and the use of Categorical Flexibility Funds as required by the Budget Act of 2009 (SBX3 4).

Dr. Gary Cardinale presented a comprehensive report to the Board of Trustees regarding the 2011/2012 Proposed Budget- All Funds. Hearing no comments, the public hearing was declared closed at 9:05 p.m.

Discussion/Action Items

2a. Adopt Resolution #11/12-01 to approve the use of Categorical Flexibility Funds as required by the Budget Act of 2009 (SBX3 4).

It was moved Chris Thompson, seconded by Janny Meyer and carried 5-0 to adopt Resolution #11/12-01 to approve the use of Categorical Flexibility Funds as required by the Budget Act of 2009 (SBX3 4).

2b. Approve 2011/2012 Proposed Budget- All Funds.

The Board held discussion regarding the 2011/2012 Proposed Budget. It was then moved by Beverly Berryman, seconded by Janny Meyer, and carried 4-1 (Trustee Thompson opposed due to the Budget using reserves) to approve 2011/2012 Proposed Budget- All Funds.

2c. Adopt Resolution #11/12-02 to Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys to the General Fund for 2011/2012.

It was moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to adopt Resolution #11/12-02 to Establish Temporary Interfund Transfers of Special or Restricted Fund Moneys to the General Fund for 2011/2012.

2d. Approve Master Lease Purchase Agreement No. E06113218 and Lease Schedule No. 1 between Fullerton School District and CSI Leasing, Incorporated, effective July 5, 2011.

It was moved by Hilda Sugarman, seconded by Janny Meyer, and carried 3-2 (Trustee Berryman and Trustee Thompson opposed) to approve Master Lease Purchase Agreement No. E06113218 and Lease Schedule No. 1 between Fullerton School District and CSI Leasing, Incorporated, effective July 5, 2011.

2e. Adopt Resolution #10/11-26 reducing identified Classified position effective July 1, 2011.

It was moved by Chris Thompson, seconded by Hilda Sugarman, and carried 5-0 to adopt Resolution #10/11-26 reducing identified Classified position effective July 1, 2011.

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

Trustee Sugarman shared that she would like students who participate in schools with school-day access to the Laptops for Learning program be allowed to bring their laptops home.

Adjournment

President Thornley adjourned the Regular meeting on June 28, 2011, at 9:40 p.m.

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, July 19, 2011
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, 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 comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

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 Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on June 28, 2011

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 E22C0177 through E22C0181, E22D0819 through E22D0829, E22M0203 through E22M0217, E22R0857 through E22R0904, E22T0049 through E22T0052, E22V0180 through E22V0184, and E22X0383 through E22X0399 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 131134 through 131155 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 78811 through 79389 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8337 through 8397 for the 2010/2011 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve Classified Tuition Reimbursements.

1i. Adopt Resolution #11/12-03 and approve/ratify 2011/2012 Child Development State Preschool Contract.

1j. Adopt Resolution #11/12-04 and approve/ratify 2010/2011 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2011 through June 30, 2012.

1k. Approve Contract between Fullerton School District and Rudy International for Rudy Ruettiger to be the speaker at the Management Leadership Retreat on Monday, August 8, 2011.

1l. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2011 - June 30, 2011).

1m. Approve/Ratify renewal of retainer agreement with the Law Offices of Margaret A. Chidester and Associates effective July 1, 2011.

1n. Approve Consultant Agreement with the Parent Institute for Quality Education (PIQE) to provide training at Nicolas Junior High School from October 11, 2011 through December 13, 2011.

1o. Approve consultant agreement between Fullerton School District and Dr. Regalina Melrose for staff training at Nicolas Junior High School on August 25, 2011.

1p. Approve consultant agreement between Fullerton School District and David Swenson for Nicolas Junior High School from August 1, 2011 through June 30, 2012.

1q. Adopt Resolutions numbered 10/11-B057 through 10/11-B063 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1r. Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Annual Groundwater Site Monitoring, effective August 1, 2011 through June 30, 2012 (groundwater monitoring).

1s. Approve/Ratify Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Soil Remedial Action Work Plan requested by the California Regional Water Quality Control Board (soil remediation), effective July 1, 2011 through June 30, 2012.

1t. Approve renewal of contracts with Swisher (Cleaning and Sanitation Chemicals), Hollandia Dairy (Dairy), ASR Food Distributors, Inc., and Gold Star Foods (Frozen), and Southern California Pizza Company (Pizza Delivery) for the 2011/2012 school year.

1u. Approve agreements for Bid No. 2011/2012 NS-1 with Gold Star Foods (Grocery), US Foodservice (Cereal), Flavorseal, LLC, Gold Star Foods, P & R Paper Supply Co., Team Distributions, Inc., and US Foodservice (Paper and Supplies), A&R Wholesale Distributors, Inc., Gold Star Foods, SYSCO Food Service – Los Angeles, and US Foodservice (Snacks Delivered to the Warehouse), A&R Wholesale Distributors, Inc., (Snacks Delivered to Five School Sites), and ASR Food Distributors, Inc., (Produce) for the 2011/2012 School Year.

1v. Approve/Ratify renewal of retainer agreement with the Law Offices of Rutan & Tucker, LLP effective July 1, 2011.

1w. Approve organizational memberships for 2011/2012.

Discussion/Action Items

2a. Adopt Resolution No. 11/12-05 authorizing and providing for the levying of Special Taxes within Community Facilities District 2000-1 (District 40, Van Daele).

2b. Adopt Resolution No. 11/12-06 authorizing and providing for the levying of Special Taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2c. Adopt Resolution No. 11/12-07 for designation of representatives of the District authorizing the signatures of Assistant Superintendent, Business Services, Susan Hume; Director, Business Services, Steve Miller; and Assistant Director, Business Services, Becky Silva to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time for Certificates of Participation (1999 Capital Facilities Project).

2d. Adopt Resolution No. 11/12-08 for designation of representatives of the District authorizing the signatures of Assistant Superintendent, Business Services, Susan C. Hume; Director, Business Services, Steve Miller; and Assistant Director, Business Services, Becky Silva to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time for Community Facilities District 2000-1 (Van Daele).

2e. Adopt Resolution No. 11/12-09 for designation of representatives of the District authorizing the signatures of Assistant Superintendent, Business Services, Susan Hume; Director, Business Services, Steve Miller; and Assistant Director, Business Services, Becky Silva to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time for Community Facilities District 2001-1 (Amerige Heights).

2f. Discuss and take action to accept the Fullerton Collaborative Restricted Project Grant for the 2011/2012 school year.

Administrative Report

3a. First Reading of Revised Board Policy 5030 Student Wellness.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, August 23, 2011, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignments, and resignations and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON JULY 19, 2011**

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Margaret Dann	Substitute Teacher	Employ	100	07/07/11
Julia Barr	Math/Beechwood	IV/6	100	08/24/11
Kathleen Coulter	Resource/Parks	II/1	130	08/24/11
Margaret Dann	SDC Mild/Mod/Hermosa Drive	II/1	122	08/24/11
Farzana Ismail	SDC Mod/Severe/Golden Hill	III/1	121	08/24/11
Kathleen Norsworthy	Social Studies/Language Arts/ Ladera Vista	III/1	100	08/24/11
Ashley Wakeman	SDC Mild/Mod/Pacific Drive	III/2	122	08/24/11

EXTRA DUTY ASSIGNMENTS

Woodcrest Extended School Year – Special Education

NAME	ACTION	EFFECTIVE DATE
Miguel Frausto	Hourly Contractual Rate of \$37.23, Budget #124	06/23/11 - 07/22/11

RESIGNATION(S) AND LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Russell Harrison	Assist. Principal/Richman	Resign	06/30/11
Christine Link	2 nd Grade/Maple	Leave of Absence	2011/2012

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on July 19, 2011.

Clerk/Secretary

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT*Gifts – July 19, 2011*

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Acacia School PTA	Monetary donation of \$20,245.89 for technology and PE salary
All the Arts	All the Arts for All the Kids Foundation (Other: Foundation)	Monetary donation of \$11,745.00 for All the Arts Program
District Office	Nancy M. Huebotter, Raytheon Bookworms Club (Community Partner)	Monetary donation of \$200.00 for the advancement of literacy
Ladera Vista	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$20.00 for technology
Ladera Vista	Fullerton NJB (Community Partner)	Monetary donation of \$300.00 for the school
Laguna Road	Gwendolyn M. Wilson (Parent)	Monetary donation of \$100.00 for 6 th grade program
Laguna Road	Laguna Road PTA	Monetary donation of \$550.00 for technology
Laguna Road	Laguna Road School Chorus Foundation (Other: Foundation)	Monetary donation of \$200.00 for the school
Orangethorpe	Lifetouch National School Studios (Community Partner)	Monetary donation of \$806.21 for the school
Pacific Drive	Fullerton Presbyterian Church (Community Partner)	Monetary donation of \$1,000.00 for the school (scholarship fund)
Rolling Hills	Rolling Hills Education Foundation (Community Partner)	Monetary donation of \$13,000.00 for PE and media center programs
Sunset Lane	Jacob W. Moon (Parent)	Monetary donation of \$100.00 for technology and PE programs
Valencia Park	The Energy Coalition ITF, Peak SoCal Electric and Gas (Community Partner)	Monetary donation of \$300.00 for field trips

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED E22C0177 THROUGH E22C0181, E22D0819 THROUGH E22D0829, E22M0203 THROUGH E22M0217, E22R0857 THROUGH E22R0904, E22T0049 THROUGH E22T0052, E22V0180 THROUGH E22V0184, AND E22X0383 THROUGH E22X0399 FOR THE 2010/2011 FISCAL YEAR

Background: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors. 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: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b), Roles of Board of Trustees.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered E22C0177 through E22C0181, E22D0819 through E22D0829, E22M0203 through E22M0217, E22R0857 through E22R0904, E22T0049 through E22T0052, E22V0180 through E22V0184, and E22X0383 through E22X0399 for the 2010/2011 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0177	CALIFORNIA AUTOMATIC FIRE	796.00	796.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
E22C0178	LINDAMOOD-BELL LEARNING PROCES	599.00	599.00	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and
E22C0179	DEVELOPMENTAL RESOURCES	1,125.00	1,125.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
E22C0180	CSU LONG BEACH	650.00	650.00	1208510101 5210	Childcare Instr Acacia / Conferences and Meetings
E22C0181	ORANGE CNTY DEPARTMENT OF EDUC	1,700.00	1,700.00	0121221101 5210	Title I Orangethorpe Instr / Conferences and Meetings
E22D0819	CDW.G	479.59	479.59	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
E22D0820	GOV CONNECTION	80.13	80.13	0111624101 4310	Donations Instr Raymond / Materials and Supplies Instr
E22D0821	DISCOUNT SCHOOL SUPPLY	585.95	585.95	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
E22D0822	NASCO WEST INC	261.28	261.28	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
E22D0823	FULLERTON, CITY OF	550.00	550.00	0107525101 4310	District Donation Instr Richmn / Materials and Supplies Inst
E22D0824	AMAZON.COM	2,226.72	470.22	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
			1,756.50	0109411102-6410	Foundation Instr Beechwood / New Equip Less Than
E22D0825	BOXSMART	185.20	185.20	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22D0826	PEADVANTAGE LLC	909.23	909.23	0139115101.4310	Positive Behavior Instr Golden / Materials and Supplies Inst
E22D0827	GOV CONNECTION	212.80	212.80	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
E22D0828	AMAZON.COM	48.58	48.58	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
E22D0829	OFFICE DEPOT BUSINESS SERVICE	1,991.43	1,991.43	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
E22M0203	ARC	502.14	502.14	2567250859 5860	Facilities Growth Dev Fees / Printing Outside Vendor
E22M0204	NATIONAL FIRE PROTECTION ASSOC	94.86	94.86	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
E22M0205	BUILDERS BOOKSOURCE	192.12	192.12	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
E22M0206	LOWES HIW INC	308.85	308.85	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0207	GORM INC	700.00	700.00	0112454101 4360	Extended Year Non Severe / Materials and Supplies Other
E22M0208	AMERICAN FIRE SAFETY	10,000.00	10,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0209	PRO INSTALLATIONS INC	9,370.00	9,370.00	1220852721 5750	ChildDev ARRA QltyImpAct Admin / Interfund Transfer

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22M0210	PRO INSTALLATIONS INC	4,724.00	2,825.00	1220852721 5750	ChildDev ARRA QltyImpAct Admin / Interfund Transfer
			1,899.00	1230852721 5750	ChildDev FacRenovationRep Admn / Interfund Transfer
E22M0211	PRO INSTALLATIONS INC	4,565.00	4,565.00	1220852721 5750	ChildDev ARRA QltyImpAct Admin / Interfund Transfer
E22M0212	VISTA PAINT	195.75	195.75	1230852721 5750	ChildDev FacRenovationRep Admn / Interfund Transfer
E22M0213	JOHN LISEE PUMP	978.75	978.75	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0214	MAINTENANCELOGIN	250.00	250.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
E22M0216	AMBIENT ENVIRONMENTAL INC	200.00	200.00	0154053829 5805	Hazardous Materials and Waste / Consultants
E22M0217	STATE ARCHITECT, DIVISION OF T	1,574.85	1,574.85	2567250859 6200	Facilities Growth Dev Fees / Buildings and Improve of
E22R0857	DESAI, SHITAL	476.13	476.13	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0858	STAPLES ADVANTAGE	24.77	24.77	0153150759 4350	Warehouse DC / Materials and Supplies Office
E22R0859	DAISY IT	122.89	122.89	0153150759 4350	Warehouse DC / Materials and Supplies Office
E22R0860	BOXSMART	423.25	423.25	0153150759 4350	Warehouse DC / Materials and Supplies Office
E22R0861	LEE-ZARAGOZA, RACHEL	223.88	223.88	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0862	SORENSEN, DANIELA	67.23	67.23	0109923101 4310	SSOAR Parks Discretionary / Materials and Supplies Instr
E22R0863	FREE WILL PRINTING COMPANY	200.16	200.16	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
E22R0864	PORRAS, DR NANCY	2,400.00	2,400.00	0121212101 5805	Title I Commonwealth Instr / Consultants
E22R0865	STRAUSS, IRENE	242.45	242.45	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
E22R0866	CHONG, JASON	298.43	298.43	0111623101 4310	Parks Made in the Shade Instr / Materials and Supplies Instr
E22R0867	BEECHER, LINDA	146.86	146.86	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22R0868	DAILY JOURNAL CORPORATION	135.20	135.20	0153150759 5902	Warehouse DC / Communications Advertisement
E22R0869	VENTURE PACIFIC INSURANCE SERV	60,940.00	60,940.00	6852458741 5450	Workers Comp Admin / Insurance Premiums
E22R0870	YORK INSURANCE SERVICES GROUP	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
E22R0871	WRAGG, DOMINIC	11.84	11.84	0132952101 4310	AftR Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22R0872	FULLERTON, CITY OF	360.00	360.00	0110223109 5899	Instruction Parks DC / Other Expenses

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/19/2011**

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0873	FULLERTON JOINT UHSD	640.00	640.00	0110223109 5899	Instruction Parks DC / Other Expenses
E22R0874	CANDELARIA, MELINDA L	86.08	86.08	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0875	CHOE, JANE	260.09	260.09	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0876	OWL ASSOCIATES	81.34	81.34	0139119101 4310	Positive Behavior Instr Maple / Materials and Supplies Instr
E22R0877	WHISNANT, KAREN	37.05	37.05	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
E22R0878	STAVA, KYLE	338.33	338.33	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22R0879	UNION BANK	443,624.01	443,624.01	0100000000 9330	Unrestricted / Prepaid Expenditures
E22R0880	KNOTT'S BERRY FARM	4,398.24	4,398.24	0132952101 5850	AftR Schl Ed Sfty Grt Cohort 6 / Admission Fees
E22R0881	FULLERTON, CITY OF	33,114.33	33,114.33	0153750799 5899	Business Administration DC / Other Expenses
E22R0882	KONECHY, KRISTEN	413.28	413.28	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
E22R0883	MUNSON, REBECCA	1,003.21	1,003.21	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22R0884	LLOYD DAVIES, WENDY	278.73	278.73	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22R0885	DESAI, SHITAL	124.80	124.80	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0886	ANGELS BASEBALL LP	696.00	696.00	0100000000 9330	Unrestricted / Prepaid Expenditures
E22R0887	HUNTINGTON BEACH, CITY OF	180.00	180.00	0100000000 9330	Unrestricted / Prepaid Expenditures
E22R0888	ORANGE COUNTY FAIR AND EVENTS	293.00	293.00	0100000000 9330	Unrestricted / Prepaid Expenditures
E22R0889	DIAZ, PABLO E	156.82	156.82	0111611171 4310	Phys Ed Instr Beechwood / Materials and Supplies Instr
E22R0890	SILVA, JESUS	404.80	404.80	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0891	ANAHEIM BAND INSTRUMENTS	371.32	371.32	0130420103 5640	SLIP Instruction Nicolas / Repairs by Vendors
E22R0892	CANDELARIA, MELINDA L	251.55	251.55	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0893	DESAI, SHITAL	53.89	53.89	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0894	DIMICK, SANDI	270.08	270.08	0122426101 4310	Title III Limited Engl R Hills / Materials and Supplies Instr
E22R0895	CHRISTMAN, ELAINE	59.54	59.54	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
E22R0896	STOLO, CHRISTINE	59.80	59.80	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0897	ARIAS, GABRIELA	68.35	68.35	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
E22R0898	BONILLA, JESSICA	95.00	95.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0899	MAY, MARYANN E	169.52	169.52	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0900	ACOSTA, ERIN	24.07	24.07	0139127101 4310	Positive Behavior Instr Sunset / Materials and Supplies Inst
E22R0901	MCCORMICK, ROBIN	184.86	184.86	0139127101 4310	Positive Behavior Instr Sunset / Materials and Supplies Inst
E22R0902	PITLUK, PAULA	732.56	732.56	0139127101 4310	Positive Behavior Instr Sunset / Materials and Supplies Inst
E22R0903	GILLIGAN, ROBIN	607.90	607.90	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies
E22R0904	STOLO, CHRISTINE	203.41	203.41	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
E22T0049	IPC USA INC	26,435.91	2,114.87	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			11,531.80	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			12,789.24	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
E22T0050	ANCHOR MUFFLER AND AUTO SERVIC	157.00	87.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			70.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
E22T0051	DIESEL SPECIALISTS INC	889.19	330.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			219.19	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
			340.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
E22T0052	SOUTHERN COUNTIES OIL CO	1,574.31	600.00	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			80.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			894.31	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
E22V0180	GOV CONNECTION	2,527.35	2,527.35	0140955259 6410	Information Systems ServicesDC / New Equip Less Than
E22V0181	AMAZON.COM	652.49	652.49	0139127101 6410	Positive Behavior Instr Sunset / New Equip Less Than
E22V0182	GOV CONNECTION	823.24	823.24	0111611141 6410	IB Beechwood / New Equip Less Than \$10,000
E22V0183	B AND H PHOTO VIDEO INC	1,882.36	1,067.82	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
			814.54	0109411102 6410	Foundation Instr Beechwood / New Equip Less Than
E22V0184	YOUNG ELECTRIC SIGN COMPANY	23,501.02	1,420.00	0109919271 6550	SSOAR Sat School Admin Maple / Repl Equip Greater
			15,704.02	0111619271 6550	Donations Admin Maple / Repl Equip Greater Than \$10000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22V0184	*** CONTINUED ***		3,877.00	0139119271 6550	Positive Behavior Admin Maple / Repl Equip Greater Than
			2,500.00	0140319279 6550	School Administration Discret / Repl Equip Greater Than
E22X0383	ADAMSON, GREG	500.00	500.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0384	DIDYK, ROSINA	600.00	600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0385	VOGEL, MELANIE	600.00	600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0386	DAVIS, CHELSEA KREITLER	600.00	600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0387	PLATERO, DAWN L	600.00	600.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0388	COLLINS, ARIAS	500.00	500.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0389	PATTEN, KIMBERLY ANN	1,500.00	1,500.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0390	JONES, DALE	1,500.00	1,500.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0391	GREEN, BRYAN	880.00	880.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0392	WILSON, CYNTHIA ANN	800.00	800.00	0141655101 5805	Fine Arts Donations Instr / Consultants
E22X0393	AT&T MOBILITY	425.16	325.16	0140328279 4350	School Admin Discretionary / Materials and Supplies
			100.00	0140328279 5900	School Admin Discretionary / Communications
E22X0394	STATER BROS	150.00	150.00	1208211101 4310	Summer Camp Inst Beechwood / Materials and Supplies
E22X0395	COSTCO WHOLESALE	150.00	150.00	1208211101 4310	Summer Camp Inst Beechwood / Materials and Supplies
E22X0396	STATER BROS	150.00	150.00	1208226101 4310	Summer Camp Instr Rolling Hill / Materials and Supplies
E22X0397	COSTCO WHOLESALE	150.00	150.00	1208226101 4310	Summer Camp Instr Rolling Hill / Materials and Supplies
E22X0398	STATER BROS	150.00	150.00	1208211101 4310	Summer Camp Inst Beechwood / Materials and Supplies
E22X0399	COSTCO WHOLESALE	150.00	150.00	1208211101 4310	Summer Camp Inst Beechwood / Materials and Supplies

Fund 01 Total: 584,806.14

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/19/2011**

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 10 Total:	0.00		
		Fund 12 Total:	21,437.18		
		Fund 25 Total:	2,076.99		
		Fund 68 Total:	70,127.50		
		Total Amount of Purchase Orders:	678,447.81		

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 07/19/2011

Purchase order number **E22M0215** did not appear on the Detail Report. It was never processed or canceled.

Bette Crider, Buyer/Coordinator
Purchasing Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **07/19/2011**

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0574	BUENA PARK PLAQUE AND TROPHY	70.39	+9.49	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
E22D0627	KAPLAN SCHOOL SUPPLY	125.02	+15.15	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22D0757	DOHERTY INC, JAMES	198.00	+27.00	0130422103 4310	SLIP Instruction Pacific Dr / Materials and Supplies Instr
E22D0783	IT'S ELEMENTARY	257.01	+25.45	0110330109 4310	Reimburse Fisler Discretionary / Materials and Supplies Inst
E22M0055	CINTAS FACILITY SERVICES	1,580.00	+380.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
E22M0128	GHATAODE BANNON ARCHITECTS	51,920.60	+2,920.60	2567250859 5805	Facilities Growth Dev Fees / Consultants
E22M0185	M DAVIS PLUMBING AND	4,661.12	+387.56	1453317859 5640	Deferred Maint Fac Ladera Vsta / Repairs by Vendors
			+387.56	1453326819 5640	Deferred Maint Rolling Hills / Repairs by Vendors
E22R0801	ACTION LEARNING SYSTEMS INC	16,000.00	+4,000.00	0121222101 5805	Title I Pacific Drive Instr / Consultants
E22R0809	APPLE COMPUTER INC.	77.54	+71.54	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
E22V0162	CDW.G	23.72	-632.91	0139127101 6410	Positive Behavior Instr Sunset / New Equip Less Than
E22X0008	KONICA MINOLTA BUSINESS SOLUTI	3,400.00	+400.00	0111610101 5640	Donations Instr Acacia / Repairs by Vendors
E22X0025	BLUE RAVEN TECHNOLOGY INC	76,000.00	+4,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
E22X0060	KONICA MINOLTA BUSINESS SOLUTI	5,046.18	+1,800.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
E22X0097	STAPLES 025724519	1,679.00	+179.00	0121228271 4350	Title I Valencia Pk Schl Admin / Materials and Supplies Offi
E22X0147	STATE OF CALIFORNIA	5,800.00	+1,400.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
E22X0150	SOUTHWEST SCHOOL SUPPLY	265.00	+15.00	0150855359 4350	Distr Testing (Non Mandate) DC / Materials and Supplies
E22X0209	SMART AND FINAL STORES CORPORA	5,800.00	+1,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
E22X0216	SMART AND FINAL STORES CORPORA	999.00	+499.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
E22X0240	FULLERTON, CITY OF	285,525.00	+810.00	0132952101 5100	AftR Schl Ed Sfty Grt Cohort 6 / Subagreements for Services
E22X0295	EDUCATIONAL CONSULTING SERVICE	28,784.00	+800.00	0109955279 5100	SSOAR Saturday School Admin / Subagreements for
E22X0311	SWENSON, DAVID	17,500.00	-3,500.00	0130420103 5805	SLIP Instruction Nicolas / Consultants
E22X0343	PRINT FINISHING SOLUTIONS	1,610.00	+110.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
E22X0376	MEDISCAN STAFFING SERVICES	45,000.00	+20,000.00	0115554101 5100	Non Public Schools / Subagreements for Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **07/19/2011**

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22Y0001	FULLERTON SMOG CENTER	2,100.00	+300.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			+400.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
E22Y0002	ASBURY ENVIRONMENTAL SERVICE	1,140.00	+540.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
			+300.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
E22Y0003	ARAMARK UNIFORM SERVICE	3,050.00	+250.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
			+100.00	0156656369 5800	Transportation Special Ed DC / Other Contracted Services
E22Y0008	FACTORY MOTOR PARTS COMPANY	6,100.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
E22Y0009	FLEET SERVICES INC	9,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+1,500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
E22Y0011	FULLERTON DIESEL ELECTRIC	2,620.00	+120.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
E22Y0013	AZ BUS SALES	2,960.00	+160.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
E22Y0017	ABS POWER BRAKE INC	1,700.00	+700.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
E22Y0025	ORANGE UNIFIED SCHOOL DISTRICT	27,790.00	+17,790.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
E22Y0026	TRANSPORTATION CHARTER	49,340.00	+15,340.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
E22Y0027	SILVER STATE COACH INC	13,800.00	+1,800.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
E22Z0009	CLARK SECURITY PRODUCTS	9,000.00	-1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22Z0010	COMMERCIAL DOOR METAL SYSTEMS	1,000.00	-1,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22Z0011	CONSOLIDATED ELECTRICAL	13,000.00	-2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22Z0016	EXPRESS PIPE AND SUPPLY	1,500.00	-1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22Z0020	GEARY PACIFIC SUPPLY	700.00	-500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22Z0025	HI TECH TERMITE CONTROL	2,000.00	-3,000.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
E22Z0028	HOWARD INDUSTRIES INC	1,500.00	-2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22Z0048	ROTO ROOTER	12,000.00	-2,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22Z0082	GORM INC	8,500.00	+1,000.00	0154228829 4360	Custodial Discretionary / Materials and Supplies Other

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **07/19/2011**

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22Z0095	GORM INC	1,000.00	+200.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other

Fund 01 Total:	59,593.57
Fund 10 Total:	0.00
Fund 12 Total:	15.15
Fund 14 Total:	775.12
Fund 25 Total:	2,920.60
Total Amount of Change Orders:	63,304.44

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0102	ORANGE CNTY DEPARTMENT OF	50.00	50.00	0130415273 5210	SLIP School Admin Golden Hill / Conferences and
E22D0763	LOGICAL CHOICE TECHNOLOGIES	2,982.91	2,982.91	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
E22D0801	B AND H PHOTO VIDEO INC	2,368.58	2,368.58	0130413103 4310	SLIP Instruction Fern Dr / Materials and Supplies Instr
E22M0149	PETRA GEOTECHNICAL INC	3,390.00	3,390.00	1453311859 5805	Deferred Maint Fac Beechwood / Consultants
E22M0168	ORTIZ TRACTOR SERVICE	7,600.00	7,600.00	1453327819 5640	Deferred Maint Sunset Lane / Repairs by Vendors
E22R0754	ENGLAND, KATHERINE	1,620.00	1,620.00	0111615101 4310	Donations Instr Golden Hill / Materials and Supplies Instr
E22V0061	ACCENT AWNINGS	9,997.00	9,997.00	2567224859 6200	Fac Growth Dev Fees Raymond / Buildings and Improve
E22X0016	ACORN NATURALISTS	300.00	300.00	0109555101 4310	Beckman Science Instructional / Materials and Supplies
E22Z0023	HARDY INC, CHARLES G	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:	8,821.49			
	Fund 10 Total:	0.00			
	Fund 14 Total:	10,990.00			
	Fund 25 Total:	9,997.00			
	Total Amount of Purchase Orders:	29,808.49			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Fund 10 Total:		0.00			

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Fund 10 Total:			0.00		

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 10 Total:	0.00		

NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Fund 10 Total:		0.00			

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Fund 10 Total:			0.00		

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/19/2011

FROM 06/07/2011 TO 06/29/2011

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Fund 10 Total:	0.00
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Assistant Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 131134 THROUGH 131155 FOR THE 2010/2011 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated June 7, 2011 through June 30, 2011, contains purchase orders numbered 131134 through 131155 for the 2010/2011 school year totaling \$20,483.55. Purchase order 131155 was voided.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 131134 through 131155 for the 2010/2011 school year.

SH:AC:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
06-07-11 through 06-30-11

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
	NONE			
	Out of Date Sequence P.O.'s			
	NONE			
	Processed Food & Commodity P.O.'s			
	NONE			
	Total OPEN Purchase Orders			\$ -
	Total Purchase Orders Out of Date Sequence			0.00
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			20,483.55
	TOTAL PURCHASE ORDERS			\$ 20,483.55

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 6/7/2011 and 6/30/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Print Printing, Inc.	131147	6/14/2011	6/14/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Applications collating and folding	\$6,300.0000	\$6,300.00	
					Sales Tax:	\$551.25
					P.O. Total:	\$6,851.25
					Vendor Total:	\$6,851.25
						^
HARRIS School Solutions	131149	6/17/2011	6/22/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Sales Item Wizard Webinar on 6/22/11	\$50.0000	\$50.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$50.00
					Vendor Total:	\$50.00
						^
Swift Produce	131134	6/7/2011	6/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	ea	15907	Daicon, Chinese ea	\$1.9500	\$11.70	
3	ea	19804	Watercress bunch	\$1.3500	\$4.05	
1	ea	18157	Jicama, ea	\$1.0000	\$1.00	
8	ea	18707	Leeks, ea	\$3.7500	\$30.00	
3	case	999130	Banana, #54709 Petite green tip	\$21.2000	\$63.60	
2	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs	\$16.4500	\$32.90	
3	case	50359	Apples, Red 150/cs	\$27.1690	\$81.51	
1	case	999050	Honeydew melon #56009 5/case	\$18.9500	\$18.95	
2	case	999038	Grape, red #55909	\$28.9500	\$57.90	
1	case	999087	Kiwi, #56289 108/case	\$28.9500	\$28.95	
1	bu, ea	999112	Basil	\$0.8500	\$0.85	
2	each	999006	Cucumber, Each #15507	\$1.5000	\$3.00	
4	each	999059	Pepper, red bell #23507	\$1.4500	\$5.80	
1	ea	27008	Tomato, pound	\$1.9089	\$1.91	
15	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7900	\$11.85	
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90	
15	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$58.35	
15	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$26.85	
15	lb	999210	Celery sticks #33808	\$1.8900	\$28.35	
35	lb	999240	Jicama sticks, #38158	\$1.9900	\$69.65	
					Sales Tax:	\$0.00
					P.O. Total:	\$545.07
						^
Swift Produce	131135	6/7/2011	6/8/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	lb	27008	Tomato, pound	\$1.9089	\$3.82	
1	each	999005	Cilantro #14907	\$0.6500	\$0.65	
2	lb	999119	Onions, red #22008	\$1.5500	\$3.10	
5	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7900	\$3.95	
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90	
5	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$19.45	
5	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$8.95	
45	lb	999117	Fajita Mix #49928	\$3.3400	\$150.30	
					Sales Tax:	\$0.00
					P.O. Total:	\$198.12

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 6/7/2011 and 6/30/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Swift Produce	131136	6/7/2011	6/9/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	999042	Orange, #58009, 113 count	\$18.9500	\$94.75	
5	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$3.95	
10	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$38.90	
10	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$17.90	
5	lb	999210	Celery sticks #33808	\$1.8900	\$9.45	
5	lb	999217	Salad, Health Mix #40018	\$1.6900	\$8.45	
30	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs	\$16.4500	\$493.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$666.90
Swift Produce	131137	6/7/2011	6/10/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	50359	Apples, Red 150 case	\$27.1690	\$54.34	
5	case	999042	Orange, #58009, 113 count	\$18.9500	\$94.75	
10	lb	999235	Salad, 3-way #39998 lb	\$0.7900	\$7.90	
5	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$3.95	
5	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$19.45	
10	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$17.90	
5	lb	999210	Celery sticks #33808	\$1.8900	\$9.45	
5	lb	999240	Jicama sticks, #38158	\$1.9900	\$9.95	
5	lb	999238	Zucchini, sliced #46808	\$2.9900	\$14.95	
5	lb	43288	Peppers, Green Bell Strips	\$2.7900	\$13.95	
					Sales Tax:	\$0.00
					P.O. Total:	\$246.59
Swift Produce	131142	6/10/2011	6/13/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3	cs	50359	Apples, Red 150/cs	\$27.1690	\$81.51	
6	case	999042	Orange, #58009, 113 count	\$18.9500	\$113.70	
1	lb	27008	Tomato, pound	\$1.9089	\$1.91	
2	each	999006	Cucumber, Each #15507	\$1.5000	\$3.00	
3	each	999059	Pepper, red bell #23507	\$1.4500	\$4.35	
5	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7900	\$3.95	
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90	
20	lb	999240	Jicama sticks, #38158	\$1.9900	\$39.80	
8	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$175.84	
					Sales Tax:	\$0.00
					P.O. Total:	\$431.96
Swift Produce	131143	6/10/2011	6/14/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	999030	Apple, red 150/case #50309(Washington)	\$27.1690	\$108.68	
13	case	999074	Plums, #59209 120/cs	\$26.9500	\$350.35	
5	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7900	\$3.95	
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90	
170	lb	999212	Celery, diced #33958	\$1.6900	\$287.30	
10	lb	999240	Jicama sticks, #38158	\$1.9900	\$19.90	
85	lb	41308	Onions, Diced lb	\$1.4900	\$126.65	
					Sales Tax:	\$0.00
					P.O. Total:	\$904.73
Swift Produce	131144	6/10/2011	6/15/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$3.95	
5	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$19.45	

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 6/7/2011 and 6/30/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Swift Produce	131144	6/10/2011	6/15/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	lb	999208	Carrot coin, bulk #33258		\$1.7900	\$8.95
3	case	999261	Carrot sticks, #32959 200/1.6oz/case		\$21.9800	\$65.94
					Sales Tax:	\$0.00
					P.O. Total:	\$98.29
Swift Produce	131145	6/10/2011	6/16/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)		\$29.9500	\$59.90
					Sales Tax:	\$0.00
					P.O. Total:	\$59.90
Swift Produce	131146	6/10/2011	6/17/2011	6/20/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	lb	999203	Broccoli florets #31608 lb		\$3.8900	\$38.90
10	lb	999208	Carrot coin, bulk #33258		\$1.7900	\$17.90
20	lb	999210	Celery sticks #33808		\$1.8900	\$37.80
					Sales Tax:	\$0.00
					P.O. Total:	\$94.60
Swift Produce	131151	6/22/2011	6/22/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	999030	Apple, red 150/case #50309(Washington)		\$27.1690	\$135.85
16	case	999049	Nectarine #57409 72/case		\$24.9500	\$399.20
					Sales Tax:	\$0.00
					P.O. Total:	\$535.04
Swift Produce	131152	6/22/2011	6/23/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	ea	19457	Lettuce Iceberg ea		\$1.9500	\$11.70
10	lb	999072	Tomato, 4 X 5, #27108		\$1.8900	\$18.90
4	case	999261	Carrot sticks, #32959 200/1.6oz/case		\$21.9800	\$87.92
					Sales Tax:	\$0.00
					P.O. Total:	\$118.52
Swift Produce	131153	6/22/2011	6/27/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)		\$27.1690	\$54.34
					Sales Tax:	\$0.00
					P.O. Total:	\$54.34
Gold Star Foods Inc.	131140	6/8/2011	6/10/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	cs	1	Farmland All Beef Hot Dogs 6" 6:1 #101144		\$23.3500	\$46.70
					Sales Tax:	\$0.00
					P.O. Total:	\$46.70
					Vendor Total:	\$46.70

Vendor Total: ~~\$3,954.05~~
\$ 3,954.06

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 6/7/2011 and 6/30/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	131139	6/7/2011	6/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
96	cs	11328	Peaches 80sz. 110 ct. Special es	\$16.5000	\$1,584.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,584.00
					Vendor Total:	\$1,584.00
						^
Cummins-Allison Corp.	131155	6/24/2011	6/24/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
0	ea	JETSORT	Maintenance Contract 6-25-11 to 6-24-12	\$330.3000	\$0.00	
0	ea	JETCOUNT	Maintenance Contract 7-1-11 to 6-30-12	\$216.2500	\$0.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$0.00
					Vendor Total:	\$0.00
						^
Chefs' Toys	131148	6/17/2011	6/17/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
36	ea	4229	Rubbermaid Food Preparation Thermometer	\$5.9500	\$214.20	
1	ea	5200	Shipping by common carrier	\$8.0000	\$8.00	
					Sales Tax:	\$18.74
					P.O. Total:	\$240.94
					Vendor Total:	\$240.94
						^
Petty Cash	131141	6/10/2011	6/10/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Food Expense	\$25.2400	\$25.24	
					Sales Tax:	\$0.00
					P.O. Total:	\$25.24
					Vendor Total:	\$25.24
						^
TechRoom	131138	6/7/2011	6/27/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Labor Fixed Fee - 50% Downpayment	\$2,400.0000	\$2,400.00	
1	ea	1	Labor Fixed Fee - Paid upon completion	\$2,400.0000	\$2,400.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,800.00
					Vendor Total:	\$4,800.00
						^
KD Kanopy, Inc.	131150	6/20/2011	6/20/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Top Fabric Navy Blue 10 x 10	\$199.5000	\$199.50	

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 6/7/2011 and 6/30/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
KD Kanopy, Inc.	131150	6/20/2011	6/20/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Freight	\$14.2000	\$14.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$213.70
					Vendor Total:	\$213.70

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Ferguson Enterprises, Inc.	131154	6/23/2011	6/23/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	BD100L199E	100G COMM NAT GAS Water Heater 82%	\$2,499.0000	\$2,499.00	
					Sales Tax:	\$218.66
					P.O. Total:	\$2,717.66
					Vendor Total:	\$2,717.66

GRAND TOTAL \$ 20,483.55

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 78811 THROUGH 79389 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 78811 through 79389 for the 2010/2011 school year totaling \$3,672,702.00. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	3,201,556.39
12 Child Development	47,576.06
14 Deferred Maintenance	11,477.24
25 Capital Facilities	245,003.65
68 Workers' Compensation	143,734.79
81 P C Insurance	23,353.87
Total	<u>\$3,672,702.00</u>

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 78811 through 79389 for the 2010/2011 school year.

SH:SM:gs

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Assistant Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 8337 THROUGH 8397 FOR THE 2010/2011 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 8337 through 8397 for the 2010/2011 school year. The total amount presented for approval is \$218,279.84.

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 8337 through 8397 for the 2010/2011 school year.

SH:AC:dlh

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of 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 July 11, 2011.

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.

KC:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/11/11
PRESENTED TO THE BOARD OF TRUSTEES: 7/19/11

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Linda	Barbato	Food Service Asst. III	Amend summer work to include Fridays	06/27/11	90	2.50	606	B16/6
Stephanie	Ellis	Playground Sup.	Change to substitute status	06/01/11	23		100	B11/1
Employee	ID 1700	Custodian I	Demotion	06/21/11	29	8.00	542	B17/6
Joyce	Benjamin	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Rosalie	Cassidy	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Peggy	Cooper	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Karen	Earle	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Linda	Fenner	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Barbara	Foster	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Cheri	Grodowski	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Cydney	Hebert	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Kathrynn	Hebert	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Sheryl	Houseal	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Gena	Knighton	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Rene	Mora	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/5
Barbara	Neff	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Susan	Robinson	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Valerie	Rodriguez	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	249/241	B14/2
Dora	Romo	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Theresa	Salazar	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/4
Kathleen	Stonebraker	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Angelica	Villa	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Robin	Whitaker	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Elaine	Wieland	Instr. Asst./SE I	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Christopher	Carrillo	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Sasza	Duran	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/3
Alicia	Gordon	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Frankie	Mora-Wochner	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Mary	Pacheco	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Deborah	Quirk-Lutman	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Patricia	Smith	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Deborah	York	Instr. Asst./SE II A	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Tonya	Belleque	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Janelle	Betancourt	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/11/11
PRESENTED TO THE BOARD OF TRUSTEES: 7/19/11

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Theresa	Bill	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Theresa	Cauley	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Angela	Corral	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Janine	Dellario	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/5
Joel	Dufault	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	241	B14/1
Cynthia	Garcia	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/4
Sarah	Hamelberg	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	241	B14/2
Juliet	Knight	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/5
Michelle	Ligao	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Christina	Lupini	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	241	B14/4
Catherine	Mattson	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	241	B14/2
Elizabeth	McCann	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Jesus	Miramontes	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Agnes	Oleksysey	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Barbara	Ormseth	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Susan	Pettinicchio	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	243/241	B14/3
Charlotte	Prelitz	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/5
Maria	Santos	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Synoeun	Seang	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Karine	Seikeldjian	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/6
Marcos	Stout	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B14/5
Shawn	Whitmer	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/2
Margaret	Yocum	Instr. Asst./SE II B	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	123	B14/6
Wendy	Cochran	Speech/Lang. Path. Asst.	Employ Extended School Year 6/27-7/22/11	06/27/11	29	4.00	124	B21/6
Chris	Garcia	Instr. Asst./Rec.	Employ Summer Camp 6/17-8/12/11	06/17/11	60	30.0/wk	82	B11/3
Joanna	Barraza	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Jessica	Bonilla	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Sara	Calderon	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Tizoc	Castillo	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Lauren	Dodd	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/5
Danielle	Dorse	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Veronica	Escobedo	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Lilianna	Galvan Cervantes	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Tania	Garcia	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/11/11
PRESENTED TO THE BOARD OF TRUSTEES: 7/19/11

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Karen	Gonzalez	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/6
Lori	Grant	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/1
Amanda	Helo	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Victoria	Hruby	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/5
Jesse	Martindale	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Jennifer	Martinez	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Edith	Mendoza	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/5
Sandra	Mendoza	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/6
Erica	Pereya	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Elizabeth	Romero	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Lilia	Ruiz	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/6
Jazmin	Serrano	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/3
Kristine	Sterris	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Ryan	Victoria	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Guadalupe	Villescas Payan	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/5
Dominic	Wragg	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/5
Jennifer	Zuloaga	Instr. Asst./Rec.	Employ Summer Camp 6/20-8/12/11	06/20/11	60	30.0/wk	82	B11/4
Jana	Benavides	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/6
Jennifer	Bradley	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/3
Joni	David	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/6
Fabiola	Hernandez Prado	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/6
Melissa	Pepin	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/3
Catherine	Ryan	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/6
Shannon	Spradley	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/2
Melissa	Tovar	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/6
Michael	Vallejo	After School Site Lead	Employ Summer Camp 6/23-8/12/11	06/23/11	60	40.0/wk	82	B18/6
Vanessa	Rosas	Instr. Asst./Rec.	End leave of absence	06/17/11	28	3.50	310	B11/2
John	Marino	Custodian II	Extend working out of class	06/17/11	27	8.00	542	B24/4
Michele	Sokol	Account Clerk II	Extend working out of class to 8/31/11	06/10/11	50	8.00	530	B24/5
Robin	McCormick	School Office Manager	Extended school year 6/23-7/22/11	06/23/11	29	4.50	123/124	B25/6
Georgina	Corrales	Bus Driver	Extended school year route	06/27/11	56	4.00	566/565	B21/3
Silvia	Hernandez	Bus Driver	Extended school year route	06/27/11	56	4.00	566/565	B21/1
Sandra	Trejo	Bus Driver	Extended school year route	06/27/11	56	4.00	566/565	B21/4
Roxana	Avilez	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.90	566	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/11/11
PRESENTED TO THE BOARD OF TRUSTEES: 7/19/11

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Diane	Bardwell	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/5
Yvonne	Esqueda	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/6
Maria 'Terry'	Gonzalez	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/6
Donna	Hatton	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.40	566	B21/6
Debbie	Javelosa	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.60	566	B21/6
Proceso	Jusay	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/6
Ramon	Loza	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/6
Cristi	Medina	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/6
Ana	Navarrete	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.60	566	B21/6
Reina	Osorio	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.00	566	B21/6
Khotir	Pou	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.10	566	B21/6
Maria	Quinones	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.10	566	B21/6
Thomas	Vasquez	Bus Driver	Extended school year route 6/27-7/22/11	06/27/11	56	4.10	566	B21/5
Delfia	Andrews	Bus Driver	Extra summer work	06/29/11	56		532	B21/6
Roxana	Avilez	Bus Driver	Extra summer work	06/20/11	56		532	B21/6
Donna	Hatton	Bus Driver	Extra summer work	06/20/11	56		532	B21/6
Ramon	Loza	Bus Driver	Extra summer work	06/20/11	56		532	B21/6
Dorothy	Thom	Bus Driver	Extra summer work	06/24/11	56		532	B21/6
Adam	Luna	Ed Media Asst.	Extra summer work 6/17-6/24/11	06/17/11	11		304	B19/1
Gilbert	Artiaga	Custodian I	Extra summer work 6/17-8/26/11	06/17/11	53	3.75	542	B17/2
Hugo	Romo	Custodian I	Extra summer work 6/17-8/26/11	06/17/11	53	3.75	542	B17/6
Lori	Nelson	Sr. Secretary	Extra summer work 6/18-7/21/11	06/18/11	60		343	B24/6
Feliciano	Hernandez	Transporter	Extra summer work 6/20-6/24/11	06/20/11	50	8.00	531	B20/6
Frank	Rangel	Transporter	Extra summer work 6/20-6/24/11	06/20/11	50	8.00	531	B20/6
Armando	Garcia	Computer Tech. I	Extra summer work 6/20-6/30/11	06/20/11	59	8.00	441	B30/2
Hamangkumar	Patel	Computer Tech. I	Extra summer work 6/20-6/30/11	06/20/11	59	8.00	400	B30/3
Jose	Saldana	Custodian I	Extra summer work 6/20-7/28/11	06/20/11	90	3.75	606	B17/5
Marleen	Acosta	Clerical Asst. II/BB	Extra summer work 6/24-6/29/11	06/24/11	20	8.00	304	B20/6
Hamangkumar	Patel	Computer Tech. I	Extra summer work 7/01-7/15/11	07/01/11	59	8.00	441	B30/3
Armando	Garcia Jr.	Computer Tech. I	Extra summer work 7/1-7/15/11	07/01/11	59	8.00	441	B30/2
Marleen	Acosta	Clerical Asst. II/BB	Extra summer work 7/15-8/9/11	07/15/11	20	4.00	304	B20/6
Jagath	Jayaratne	Computer Tech. I	Extra summer work 8/08-8/24/11 NTE 50 hrs.	08/08/11	19		403	B30/1
Jagath	Jayaratne	Computer Tech. I	Extra summer work 8/08-8/25/11 NTE 50 hrs	08/08/11	28			B30/1
Jagath	Jayaratne	Computer Tech. I	Extra summer work 8/08-8/26/11	08/08/11	28	20.0/wk	302	B30/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/11/11
PRESENTED TO THE BOARD OF TRUSTEES: 7/19/11

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Melisa	Blevins	Clerical Asst. I	Extra summer work NTE 20 hrs.	06/24/11	11		403	B17/6
Anita	Nicholson	Clerical Asst. II	Extra summer work NTE 20 hrs.	06/24/11	11		403	B19/6
Teri	Kawaguchi	School Office Manager	Extra summer work NTE 40 hrs.	06/24/11	11	8.00	403	B25/6
Jennifer	Bradley	After School Site Lead	Extra summer work/CSULB workshop	06/23/11	60	14.00	329	B18/3
Alicia	David	After School Site Lead	Extra summer work/CSULB workshop	06/23/11	60	14.00	85	B18/4
Melissa	Pepin	After School Site Lead	Extra summer work/CSULB workshop	06/23/11	60	14.00	329	B18/3
Himashie	Perera	After School Site Lead	Extra summer work/CSULB workshop	06/23/11	60	14.00	85	B18/6
Lauren	Dodd	Instr. Asst./Rec.	Extra summer work/CSULB workshop	06/20/11	60	35.00	85	B11/5
Kristine	Sterris	Instr. Asst./Rec.	Extra summer work/CSULB workshop	06/23/11	60	14.00	85	B11/4
Alicia	Tavarez	Clerical Asst. II/BB	Extra summer works 6/23/11	06/23/11	17	8.00	304	B30/6
Stephen	Miller	Director of Business Svcs	Hire probationary status	06/29/11	50	8.00	530/670	M26/3
Summer	Dabbs	Instr. Asst./SE I	Hire probationary status	06/08/11	29	3.00	121	B14/1
Luciana	Machado-Diaz	Instr. Asst./SE I	Hire probationary status	08/29/11	29	3.00	121	B14/1
Aida	Yohannes	Instr. Asst./SE I	Hire probationary status	06/07/11	30	3.80	242	B14/1
Ernesto	Araiza	Transporter/Custodian	Hire substitute status	06/09/11	50		999	B20/1
Jayantika	Sukhadia	Food Service Asst. I	Increase hours from 2.8 to 3.0	08/29/11	90	3.00	606	B08/6
Ramon	Loza	Bus Driver	Outside school route	06/17/11	56		566	B21/6
Maria 'Terry'	Gonzalez	Bus Driver	Outside summer school route 6/17-6/24/11	06/17/11	56		566	B21/6
Karen	Kingston	Bus Driver	Outside summer school route 6/17-8/05/11	06/17/11	56	4.00	566	B21/6
Dorothy	Thom	Bus Driver	Outside summer school route 6/27-7/28/11	06/27/11	56	4.00	566	B21/6
Nina	Wilson	Bus Driver	Outside summer school route 7/01-7/29/11	07/01/11	56	4.40	566	B21/6
Employee	ID 3607		Paid administrative leave	06/21/11		8.00		B24/6
Erin	Skeffington	Secretary	Reinstatement from voluntary demotion	06/17/11	54	8.00	513/141	B21/6
Employee	ID 3607		Resignation in lieu of termination	07/19/11		8.00		B24/6
Sandybelle	Garcia	Instr. Asst./Rec.	Resignation-hire sub status	06/16/11	60	17.5/wk	85	B14/2
Gary	Ramirez	Instr. Asst./Rec.	Resignation-hire sub status	07/05/11	60	19.5/wk		B11/2
Margaret	Dann	Instr. Asst./SE/sub	Separation-no longer available	06/17/11	99		999	B14/1
Bradie	Weber	Playground Sup.	Separation-no longer available	05/20/11	11	7.5/wk	100	B11/1
Katherine	Check	Playground Sup./sub	Separation-no longer available	06/17/11	10		100	B11/1
Tina	Maldonado	Playground Sup./sub	Separation-no longer available	08/29/11	11		100	B11/1
Brian	Smilowitz	Playground Sup./sub	Separation-no longer available	08/29/11	11		100	B11/1
Mary	Carter	Clerical Asst. II	Service retirement-hire sub status	06/24/11	16	4.00	403	B19/6
Elaine	Christman	Clerical Asst. II	Service retirement-hire sub status	10/18/11	21	8.00	403	B19/6
Maria	Ruvalcaba	Clerical Asst. II/BB	Service retirement-hire sub status	06/24/11	12/20	8.00	403	B20/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/11/11
PRESENTED TO THE BOARD OF TRUSTEES: 7/19/11

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Gloria	Meitzler	Ed Media Asst.	Service retirement-hire sub status	06/18/11	12	2.00		B19/6
Kolbe	Khong	Account Clerk II	Step raise	07/01/11	54	8.00	420	B24/4
Donna	Vargas	Reproduction Tech.	Step raise	07/11/11	50	3.50	519	B20/2
Ernest	Fregoso	Transporter/Custodian	Step raise	07/01/11	50	8.00	531/542	B20/6
Monique	Bosse	Sup. Child Care Svcs.	Step raise/longevity increase	07/01/11	60	8.00	329	M09/3
Encarnacion	Castro	Custodian I	Temporary transfer 7/05-8/26/11	07/05/11	11	8.00	542	B17/5
Employee	ID 4870		Terminate on probation	06/24/11	50	6.00	530	B24/1
Employee	ID 4932	Instr. Asst./SE I	Terminate on probation	06/16/11	20	3.00	242	B14/1
Catherine	Ryan	After School Site Lead	Transfer from ASP/Fisler to ASP/Valencia Park	08/24/11	60	30.0/wk	329	B18/6
Diane	Scharfe	After School Site Lead	Transfer from ASP/Hermosa to ASP/Raymond	08/24/11	60	40.0/wk	329	B18/6
Melissa	Pepin	After School Site Lead	Transfer from ASP/Raymond to ASP/Hermosa	08/24/11	60	35.0/wk	85	B18/3
Tyler	Chung	Custodian II	Working out of classification 7/5-8/26/11	07/05/11	28	8.00	542	B24/1

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENTS

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

Alfred Acosta (Maintenance Worker II) – Class taken at Fullerton College:
CSTR 006-Residential Plumbing
Total amount payable \$108.20.

Victoria Huston (Instructional Assistant/Rec.) – Class taken at Fullerton College:
CDES 230-ECE Administration
Total amount payable \$106.00.

Guillermo Melendez (HVAC Technician) – Classes taken at Mt. San Antonio College:
AIRC 12-Air Conditioning Codes and Standards
AIRC 31-Commercial Electrical for A/C & Refrigeration
AIRC 37-Pneumatic Controls
Total amount payable \$432.86.

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

Funding: Employee reimbursements are funded from the District's tuition reimbursement budget number 0152258749-5885 for the 2010/2011 fiscal year. \$15,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

MLD:KC:ph

CONSENT ITEM

DATE: July 19, 2011

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **ADOPT RESOLUTION #11/12-03 AND APPROVE/RATIFY 2011/2012 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT**

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Richman, and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves four and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools. One contract covers both programs. The funds are to be used for staffing, materials, and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services.

Rationale: The State Preschool Program and the Prekindergarten Family Literacy Program provide an enriched preschool practice emphasizing experiences that support skills and concepts for school readiness. The Prekindergarten Family Literacy Program also emphasizes early literacy and provides an interactive family component. Health services and parent education covering a variety of topics are provided in both programs. The programs are designed for children of low to medium socio-economic families. Resolution # 11/12-03 delegates contract authority for the period July 1, 2011 through June 30, 2012 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a maximum total reimbursable amount of \$1,104,508, with \$645,446.00 allotted to the State Preschool Program and \$459,062.00 allotted to the Prekindergarten Family Literacy Program. Funding is applied to Child Development budget #310 and #318.

Recommendation: Adopt Resolution #11/12-03 and approve/ratify 2011/2012 Child Development State Preschool Contract.

MD:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1341

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,104,508.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 32,126.0

Minimum Days of Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Mitch Hovey, Ed.D, District Superintendent			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1401 W. Valencia Dr, Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,104,508	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,104,508	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-1341

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 645,446	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 645,446	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 459,062	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24818-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 459,062	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Fullerton School District		<i>Federal ID Number</i> 95-6001405
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Mitch Hovey, Ed.D., District Superintendent		
<i>Date Executed</i> July 19, 2011	<i>Executed in the County of</i> Orange, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 11/12-03**

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2011 through June 30, 2012 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 19th day of July, 2011 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Lynn Thornley, President
Board of Trustees

Attest: _____
Beverly Berryman, Clerk
Board of Trustees

CONSENT ITEM

DATE: July 19, 2011

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **ADOPT RESOLUTION #11/12-04 AND APPROVE/RATIFY 2011/2012 CHILD DEVELOPMENT PREKINDERGARTEN FAMILY LITERACY PROGRAM INSTRUCTIONAL MATERIALS AND SUPPLIES CONTRACT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012**

Background: Fullerton School District operates the Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's Prekindergarten Family Literacy Program serves four and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools.

Rationale: The California Child Care and Development Division offers districts operating a Prekindergarten Family Literacy Program an Instructional Materials Contract. These funds are to be used for the purchase of interactive family and child literacy instructional materials.

Funding: Fullerton School District will receive a total of \$15,000.00 to be applied to Child Development budget #318.

Recommendation: Adopt Resolution #11/12-04 and approve/ratify 2010/2011 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2011 through June 30, 2012.

MD:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

DATE: July 01, 2011

CONTRACT NUMBER: CPKS-1056

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-6650-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the attached PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM, Exhibit B, (also available online at http://www.cde.ca.gov/fg/aa/cd/) which by this reference incorporated into this contract. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2011 through June 30, 2012. The total amount payable pursuant to this agreement shall not exceed \$15,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services (CDFS) on form CDFS-9529. Reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2011 through June 30, 2012 shall be included in their fiscal year 2011-12 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Mitch Hovey, Ed.D., District Superintendent			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6650	CHAPTER B/A	STATUTE 2011		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 15,000	ITEM 30.10.010. 6110-196-0001	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CA Department of Education
July 1, 2011

EXHIBIT B

Program Requirements For
PREKINDERGARTEN AND FAMILY LITERACY
SUPPORT
CPKS

July 1, 2011 – June 30, 2012

**PREKINDERGARTEN AND FAMILY LITERACY SUPPORT
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Fiscal Year 2011-12**

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**Program Requirements For
PREKINDERGARTEN AND FAMILY LITERACY PROGRAMS
Fiscal Year 2011–12**

The Prekindergarten and Family Literacy support contract funds must be used to promote and support the interactive literacy activities for children and families enrolled in the prekindergarten and family literacy program.

These are the program requirements for fiscal year 2011–12. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to the program requirements, any other requirements incorporated into the contract, and to all other applicable laws and regulations. Any variance from this contract, the program requirements, laws or regulations could be considered a noncompliance issue and subject the contractor to termination of the contract.

Any change of these program requirements that are binding on the State and the contractor must be in writing, in advance, from the CDE in the form of a formal contract amendment. Any interpretation of the program requirements must be in writing from the CDE and signed by the director of the CDD.

Contractors may adopt any reasonable policies relating to the program that are not in conflict with law, regulations or the terms of this contract. Those potentially affected shall be duly notified and due process, if applicable, shall be assured.

Contracts are funded with state general funds, or a combination of state general funds and federal funds. The funding amounts are listed on the contract encumbrance page.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

I. DEFINITIONS (As applicable to each specific program type)

"Additional funds" means award of new contracts or expanded contracts that increase the contractor's level of administrative responsibility. Cost of living adjustments, rate increases and one-time-only supplemental funds (Support Contracts) are not considered to be "additional funds."

"Compliance review" means that a team of the CDE staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions.

"Contract period" means the time span the contract is in effect as specified in the child development contract.

"CPM/CMR" means Categorical Program Monitoring/Contract Monitoring Review and is the monitoring and review instrument for child development programs to determine compliance.

"Depreciation" means a cost in the current fiscal year that is based on acquisition costs, less any estimated residual value, computed on a straight line method (based on the normal, estimated useful life expectancy of the asset).

"Interactive literacy activities" means activities in which parents or legal guardians actively participate in facilitating the acquisition by their children of pre-reading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development.

"Parent" means a biological parent, stepparent, adoptive parent, foster parent, caretaker relative, legal guardian, domestic partner of the parent as defined in *Family Code* Section 297, or any other adult living with a child who has responsibility for the care and welfare of the child.

"Private contractor" means an entity other than a public agency that is tax exempt or non-tax exempt and under contract with the CDE for the provision of child care and development services.

"Public contractor" means a school district, community college district, county superintendent of schools, campus of the California State University or the University of California system, county, city or other public entity under contract with the CDE for the provision of child care and development services.

"Use allowance" means an alternate method for claiming the use of the contractor's assets as a cost when depreciation methods are not used.

II. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the address change notification to the Internal Revenue Service.
2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake.

3. For proposed site changes for Prekindergarten and Family Literacy Part- and Full-Day programs, a request must be submitted to the CDD and shall include:
 - a. The name and address of the current program location;
 - b. The names, addresses of the proposed program location;
 - c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and
 - d. The site license for the proposed program location.

Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in Education Code (EC) Section 8238.4(a)(2). The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request:

B. Notification of E-mail Contact Changes

Contractors shall assure that at all times the e-mail address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Compliance with the California Code of Regulations (CCR), Title 22 (Center-based contracts only)

Contractors with facilities which are exempt by statute or otherwise exempt from licensure shall comply with health and safety regulations for day care centers and family child care homes as specified in CCR, Title 22, Community Care Licensing Standards in order to qualify for child care and development program contract funds.

D. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained

E. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received except for:

1. Subcontractors providing direct child care and development services
2. Subcontractors with subcontracts exempt from the provisions of Section IV.A of the center-based funding terms and conditions.

F. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of state (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

G. Prohibition Against Religious Instruction or Worship

The contractor shall not provide nor be reimbursed for child care and development services that include religious instruction or worship if child care and development services are provided by a center-based contractor or a family child care home education network.

H. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

- a. Current inventory of equipment purchased in whole or in part with contract funds;
- b. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract;
- c. Contractors shall also submit the names, addresses, and telephone numbers of all providers of subsidized services funded

with subcontracts under the contract.

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The state shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The state shall offset any monies the contractor owes the state against any monies the state owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

I. Compliance Reviews for Child Care and Development Program Contractors

At least once every three (3) years and as resources permit, the CDE shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations or contractual provisions.

The reviews shall be conducted according to the provisions of the CPM/CMR, as defined in the funding terms and conditions. The reviews shall be conducted by consultants, analysts, and/or management staff of the CDE or other State of California representatives.

J. Reviews of Alternative Payment Agencies

Annually, the CDE shall conduct a review of each Alternative Payment agency to determine an error rate in each of the following areas:

1. Family fee determinations
2. Eligibility
3. Basis of hours of care
4. Provider payments

K. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section I above, if the contractor has received final notification, as specified in Section VIII.A below,

that its contract has been terminated.

A contractor is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification, as specified in the funding terms and conditions, that:

1. Its contract will be placed on conditional status; or
2. It will not be offered continued funding.

L. Continued Funding

Contractors have no vested right to a subsequent contract. Contractors that are not on conditional contract status but which have evidenced fiscal or programmatic noncompliance with the provisions of this contract, law or regulations shall receive an administrative review in accordance with the funding terms and conditions to determine whether they will receive an offer for continued funding.

Contractors currently on conditional status that do not meet the requirements specified in the Conditional Status Addendum, as specified in Section IX.C below, may not be offered a subsequent contract and shall be so notified by the CDE at least ninety (90) calendar days prior to the end of the current contract period.

Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the CDE in accordance with the instructions and timelines specified in the request. Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the CDE of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the CDE.

M. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

N. Conflicts of Interest for Child Care and Development Programs

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length

Based on corporate law (*Corporations Code* sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that

transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed.; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit. (OMB A-110, Subpart D)

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

O. Unlawful Denial of Services (*Government Code* Section 11135 and *California Code of Regulations, Title 5, Section 4900*)

1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, gender, ancestry, color, or mental or physical disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or by any state agency, is funded directly by the state, or receives any financial assistance from the state.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

P. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems

and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws

Q. Uniform Complaint Procedures (5CCR, sections 4600-4687)

The 5CCR, Section 4610 authorizes CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint Procedures, contact the Categorical Programs Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 "N" Street, Suite #5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc>.

III. AGENCY RESPONSIBILITIES

These Prekindergarten and Family Literacy school support contract funds must be used for the benefit of children and families enrolled in Prekindergarten and Family Literacy program.

A. The contract funds may be used for:

1. Compensation and support costs for program coordinators whose duties may include the following:
 - a. Developing a system to coordinate the provision of literacy services to families at the local educational agency and community level.
 - b. Creating an organizational partnership between each program provider and an adult education program operated by a local educational agency or other community provider, as needed.
 - c. Promoting parental involvement in participating classrooms.
2. Staff development for teachers in participating classrooms that includes, but is not limited to, all the following:
 - a. Development of a pedagogical knowledge including, but not limited to, improved instructional strategies.
 - b. Knowledge and application of developmentally appropriate assessments of the pre-reading skills of children in participating classrooms.
 - c. Information on working with families, including the use of on site coaching, for guided practice in interactive literacy activities.
3. Family literacy services.
4. Instructional materials, including consumables.

B. The contract funds may not be used to pay for:

1. The direct provision of child care services;
2. Construction of a facility to meet basic licensing requirements;
3. The purchase or improvement of land;
4. Lease or rent payments;
5. The purchase of equipment.

IV. REIMBURSEMENT COSTS

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

Nonreimbursable costs will be determined in accordance with the current funding terms and conditions, Section V.G., "Nonreimbursable Costs."

V. REPORTING REQUIREMENTS

The contract period is July 1, 2011 through June 30, 2012. A report of expenditures is due quarterly to the California Department of Education, Child Development Fiscal Services. The reporting periods and due dates are as follows:

Due Date	Reporting Period
October 20, 2011	July 1, 2011 through September 30, 2011
January 20, 2012	October 1, 2011 through December 31, 2011
April 20, 2012	January 1, 2012 through March 31, 2012
July 20, 2012	April 1, 2012 through June 30, 2012

The expenditure of the funds must be made in the format provided for this contract which is Form CDFS 9529 available on-line at:

<http://www.cde.ca.gov/fq/aa/cd/documents/cdfs952911.doc>

Please complete and submit this form directly to your assigned fiscal analyst at the following address:

California Department of Education
 Child Development Fiscal Services
 1430 N Street, Suite 2213
 Sacramento, CA 95814

If you have any questions regarding the appropriateness of activities or proposed uses of program funds, please contact your assigned Child Development Consultant. Contact information for Child Development Consultants can be found at <http://www.cde.ca.gov/sp/cd/ci/assignments>.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Fullerton School District		<i>Federal ID Number</i> 95-6001405
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Mitch Hovey, Ed.D., District Superintendent		
<i>Date Executed</i> July 19, 2011	<i>Executed in the County of</i> Orange, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 11/12-04

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2011 through June 30, 2012 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 19th day of July, 2011 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Lynn Thornley, President
Board of Trustees

Attest: _____
Beverly Berryman, Clerk
Board of Trustees

CONSENT ITEM

DATE: July 19, 2011

TO: Board of Trustees

FROM: Mitch Hovey, Ed.D., District Superintendent

PREPARED BY: Kathy Ikola, Assistant to the Superintendent

SUBJECT: **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND RUDY INTERNATIONAL FOR RUDY RUETTIGER TO BE THE SPEAKER AT THE MANAGEMENT LEADERSHIP RETREAT ON MONDAY, AUGUST 8, 2011**

Background: The 2011/2012 Management Leadership Retreat is scheduled for Monday, August 8, and Tuesday, August 9, at Hope International University. The focus of this year's retreat will be *Keys to Success in the Fullerton School District*. As the Management Team continues to grow and learn together, Rudy Ruettiger from Rudy International has been invited to lead the managers at the upcoming retreat.

Mr. Ruettiger overcame obstacles and criticism to achieve his first dream – to attend the University of Notre Dame and play football for the Fighting Irish. He is perhaps the most famous graduate of Notre Dame. In the last 27 seconds of the only play in the only game of his college football career, he sacked the quarterback and as a result of that play, he is the only player in the school's history to be carried off the field on his teammates' shoulders. TriStar Productions immortalized his life story in 1993 with the blockbuster film, Rudy.

Mr. Ruettiger has a unique, passionate, and heartfelt style of communicating that reaches audiences of all ages. He comes highly recommended to provide insight and leadership tips for our Management Team as the new 2011/2012 school year begins.

Rationale: The Management Leadership Retreat is designed to provide all managers with a clear focus, inspiration, and motivation as they prepare for the 2011/2012 school year.

Funding: Not to exceed \$2,000.00, Budget #0153957729-5805.

Recommendation: Approve Contract between Fullerton School District and Rudy International for Rudy Ruettiger to be the speaker at the Management Leadership Retreat on Monday, August 8, 2011.

MH:ki
Attachment

RUDY INTERNATIONAL Speaking Contract

12 Highland Creek, Henderson, NV 89052 (Phone) 702-875-4002 (Fax) 702-263-0170
(website) www.Rudy45.com (email) staff1@rudyminternational.com

Rudy International Event Coordinator: Carol Cummings

CLIENT INFORMATION

Contact First Name: Kathy Contact Last Name: Ikola

Address: 1401 W. Valencia Drive

City: Fullerton State: CA Zip Code: 92833

Phone (office): 714-447-7465 (home): _____ fax: 714-447-7583

(cellular): 714-319-9661 Email: kathy_ikola@fsd.k12.ca.us

phone (office): _____

EVENT INFORMATION

Company/School: Hope International University

Event 1: Motivational Presentation Event 1 Date: 08/08/11 Event 1 Time: 10 or 10:30 a.m.

Event 2: Q & A Event 2 Date: 08/08/11 Event 2 Time: 11:30 a.m.

Event 3: _____ Event 3 Date: _____ Event 3 Time: _____

Airport of choice: John Wayne

Distance from airport to event: 35 minutes

Ground Transportation provided by: Provided by Rudy International

Event Site: Hope International University

Event Address: 2500 Nutwood Avenue

City: Fullerton State: CA Zip Code: 92831

Size of Audience: 85

Dress Required for Speaker: Business Casual

Product Options: (see contract terms for description) _____

Audio/Visual Requirements: (See attached sheet) _____

Hotel for Speaker: N/A

Hotel Phone #: _____ Reservation Date(s): _____

Confirmation #: _____

SPEAKING FEE INFORMATION

Speaker's Fee: \$2,000.00 Inclusive of expenses

Deposit: _____ (50%) Due Date: _____

Final Payment: \$2,000.00 Due Date: 08/18/11

Please read the terms on the reverse side of this contract and mail the signed contract along with your deposit no later than 6/30/11 (ten business days from receipt of contract)

***NOTE: A COPY OF THE SIGNED CONTRACT, AUDIO VISUAL SHEET AND CLIENT PROFILE MUST**

FAX # 702-875-4271.

Carol Cummings

Rudy International Event Coordinator's Signature

6/16/11

Date:

Client's Signature

Date

RUDY INTERNATIONAL OFFICE USE ONLY:

Date deposit received: _____ Check # _____
Date final payment received: _____ Check # _____

Amount: _____
Amount: _____

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 4 (APRIL 1, 2011 - JUNE 30, 2011)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2011 - June 30, 2011).

MD:nm

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY RENEWAL OF RETAINER AGREEMENT WITH THE LAW OFFICES OF MARGARET A. CHIDESTER AND ASSOCIATES EFFECTIVE JULY 1, 2011

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. In light of the current budget situation, the legal firm will not be increasing its rate for the 2011/2012 school year.

The hourly rate and services charges are as follows:

Senior Partners	\$220 per hour
Other Attorneys	\$205 per hour
Law Clerks	\$85 per hour
Photocopies/faxes	\$0.25 per page
Postage	actual charges
Mileage	IRS authorized rate
Telephones	actual charges

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/Ratify renewal of retainer agreement with the Law Offices of Margaret A. Chidester and Associates effective July 1, 2011.

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, 2010 by and between the FULLERTON SCHOOL DISTRICT of Orange County County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

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

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

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

1. District retains Attorneys for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including, but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property, and governance issues.

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

3. Attorneys shall perform services at the rates set forth in Exhibit "A".

4. District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including charges that Attorneys directly incur such as filing fees, reproduction of documents, toll

telephone charges, messenger and delivery services, legal research charges, travel expenses, mileage costs, and court reporting costs.

5. Attorneys shall present statements for services rendered during the preceding month. District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued shall incur a late charge of 2.5% per month.

6. District acknowledges that Attorneys presently represent and in the future will represent other districts and education agencies that may, from time to time, have transactions with District. District consents to such continued and future representation without the need for any further consent from District, provided that Attorneys shall promptly notify District in writing of any direct conflict and of the District's options in such case.

7. District will indemnify and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. 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 under this contract. This provision does not apply to actions resulting from Attorneys' negligence, willful and/or malicious conduct in the course of rendering services.

8. District authorizes Attorneys to communicate with District and District's representative via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents. Although Attorneys will make reasonable efforts to label electronic communications as confidential and privileged, District acknowledges that electronic communications may be

intercepted and that confidentiality cannot be guaranteed. District agrees that if e-mail is intercepted or confidentiality is otherwise compromised, District will hold Attorneys harmless for any resulting injury. District agrees that it will not modify any document transmitted to 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.

9. Attorneys serve under the terms of this Agreement at the pleasure of the Board. Board reserves the right to terminate Attorneys upon written notice to Attorneys.

10. Attorneys reserve the right in their discretion to terminate this Agreement at any time Attorneys deem necessary or advisable upon thirty (30) days written notice to District.

Fullerton School District

Date: _____, 2010

BY: _____

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: June 2, 2010

BY: Margaret A. Chidester

EXHIBIT "A"

SENIOR ATTORNEYS	\$220 per hour
OTHER ATTORNEYS	\$205 per hour
LAW CLERKS	\$85 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONES	actual charges

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: APPROVE CONSULTANT AGREEMENT WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) TO PROVIDE TRAINING AT NICOLAS JUNIOR HIGH SCHOOL FROM OCTOBER 11, 2011 THROUGH DECEMBER 13, 2011

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

Rationale: In support of District and site goals to increase parent involvement opportunities, Nicolas Junior High School is committed to improving student achievement by increasing the capacity of our junior high school parents to support their students in mastering grade level content standards.

The PIQE organization will provide parent training to enable them to support their students' academic success. In the middle grades curriculum parents receive instruction in methods for supporting their students' academic achievement and overcoming obstacles to student success. The training sessions take place once a week over a nine-week period with PIQE providing the instruction and materials for the training.

Funding: Cost is not to exceed \$10,000.00 and is to be paid as follows: \$7,000.00 from Nicolas Junior High School's EIA fund and \$3,000.00 from Title I.

Recommendation: Approve Consultant Agreement with the Parent Institute for Quality Education (PIQE) to provide training at Nicolas Junior High School from October 11, 2011 through December 13, 2011.

JM:MB:nm
Attachment

CONSULTANT AGREEMENT

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

WHEREAS, DISTRICT wishes to contract with and employ CONSULTANT for the furnishing of special services and advice; and

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

WHEREAS, CONSULTANT is 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 CONSULTANT:

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

2. Term. CONSULTANT shall provide services under this AGREEMENT on **October 11, 2011 through December 13, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **ten thousand Dollars \$10,000.00**. CONSULTANT shall submit an invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT 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. CONSULTANT assumes the full responsibility for his/her own acts and/or omissions and the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT 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 CONSULTANT and/or CONSULTANT'S employees.

6. Materials. CONSULTANT 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.

7. Originality of Services. CONSULTANT agrees that all materials prepared for, written for, submitted to the DISTRICT and/or used in connection with the services, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

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

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

10. Hold Harmless. CONSULTANT 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 any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance mutually agreed to between DISTRICT and CONSULTANT to protect CONSULTANT and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory and shall name DISTRICT as an additional insured. Any certificates and endorsements pursuant to this section shall be provided to the DISTRICT no later than five (5) business days from execution of this AGREEMENT.

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance With Applicable Laws. The services to be provided herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right to secure the satisfactory completion thereof. CONSULTANT 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 CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

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

15. Employment With Another Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the

actual time in which services are actually being performed pursuant to this AGREEMENT.

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

17. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

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

CONSULTANT:

Parent Institute for Quality Education
902 N. Grand Ave.
Santa Ana, CA 92701
(714) 540-9920

20. Severability. If any term, condition or provision of this AGREEMENT is held

by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 19th DAY OF July 2011.

Fullerton School District

By:

Mitch Hovey, Ed.D.,
Superintendent

Parent Institute for Quality Education
(Contractor Name)

By:

Signature

Felipe Moreno, Director
(Typed Name, Title)

On File

Social Security or Taxpayer
Identification Number

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DR. REGALINA MELROSE FOR STAFF TRAINING AT NICOLAS JUNIOR HIGH SCHOOL ON AUGUST 25, 2011**

Background: Response to Intervention (RtI) is the research-based practice of providing high quality instruction and interventions matched to student need, monitoring progress frequently to make decisions about changes in instruction or goals and applying student achievement data results to important educational decisions. (Essential Program Component (EPC), 34 Code of Federal Regulations sections 300.307, 300.309, 300.311, Board Policy 6120).

Rationale: In support of District and site RtI goals to ensure daily research-based instruction with appropriate in-class and schoolwide student interventions, Nicolas Junior High School is committed to improving student achievement by increasing the capacity of our junior high school teachers to support their students in mastering grade level content standards.

Dr. Regalina “Reggie” Melrose, licensed clinical psychologist and school psychologist, is a nationally known speaker on the topics of brain neuroscience and student motivation to learn. Nicolas teachers will develop an understanding of those students who continue to achieve below grade level and learn sound research-based intervention strategies that promote student academic success.

Funding: Cost is not to exceed \$3,000.00 to be paid from Nicolas Junior High School’s Title I funds.

Recommendation: Approve consultant agreement between Fullerton School District and Dr. Regalina Melrose for staff training at Nicolas Junior High School on August 25, 2011.

JM:MB:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Dr. Regalina Melrose**, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT wishes to contract with and employ CONSULTANT for the furnishing of special services and advice; and

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

WHEREAS, CONSULTANT is 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 CONSULTANT:

Dr. Melrose will present information to the staff about brain trauma and stress and its effects on students' academic performance. She will also present strategies and methods for supporting students with traumatic life conditions and excessive stress. The objective of these strategies is to help Nicolas Junior High School teachers better support student academic and social development.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **August 25, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **three thousand Dollars \$3,000.00.** CONSULTANT shall submit an invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT 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. CONSULTANT assumes the full responsibility for his/her own acts and/or omissions and the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT 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 CONSULTANT and/or CONSULTANT'S employees.

6. Materials. CONSULTANT 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.

7. Originality of Services. CONSULTANT agrees that all materials prepared for, written for, submitted to the DISTRICT and/or used in connection with the services, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

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

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

10. Hold Harmless. CONSULTANT 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 any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance mutually agreed to between DISTRICT and CONSULTANT to protect CONSULTANT and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory and shall name DISTRICT as an additional insured. Any certificates and endorsements pursuant to this section shall be provided to the DISTRICT no later than five (5) business days from execution of this AGREEMENT.

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance With Applicable Laws. The services to be provided herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right to secure the satisfactory completion thereof. CONSULTANT 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 CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

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

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

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

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

17. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
(714) 447-7400

CONSULTANT:
Dr. Reggie Melrose
Office of Dr. Melrose, 119 Mira Mar Ave
Long Beach, CA, 90803
(562) 728-3468

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 19TH DAY OF JULY 2011.

Fullerton School District

By:

Mitch Hovey, Ed.D.,
Superintendent

Dr. Regalina Melrose
(Contractor Name)

By:

Signature

Regalina Melrose, Consultant
(Typed Name, Title)

On File
Social Security or Taxpayer
Identification Number

CONSENT ITEM

DATE: July 19, 2011

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

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

SUBJECT: **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DAVID SWENSON FOR NICOLAS JUNIOR HIGH SCHOOL FROM AUGUST 1, 2011 THROUGH JUNE 30, 2012**

Background: Nicolas Junior High School is in need of technology support during the 2011/2012 school year. Mr. Swenson has unique knowledge of the inventory, repair and distribution of computer technology equipment that makes him invaluable for the implementation of the Anytime-Anywhere Laptop program as well as the other 900 computers on campus. Mr. Swenson works with students to solve their technology support needs and also facilitates the technology portion of our ST Math intervention program. He works directly with teachers as well to support their technology needs.

Rationale: In the past, the District has entered into consulting agreements with individuals that provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services. Mr. Swenson had specialized experience and skills that facilitate the Nicolas Junior High technology program.

Funding: The rate will be \$148.00 per day and shall not exceed \$20,000.00. This will be funded 40% from Nicolas Junior High School's cost center 0130420103 - 5805 and 60% from cost center 0121220101 - 5805.

Recommendation: Approve consultant agreement between Fullerton School District and David Swenson for Nicolas Junior High School from August 1, 2011 through June 30, 2012.

MLD:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **David Swenson**, hereinafter referred to as "CONSULTANT."

WHEREAS, DISTRICT wishes to contract with and employ CONSULTANT for the furnishing of special services and advice; and

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

WHEREAS, CONSULTANT is 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 CONSULTANT:

Mr. Swenson will coordinate the inventory, repair and distribution of laptop computers at Nicolas Junior High School. He will also work with teacher on implementation of technology hardware in the teachers' classrooms.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **August 1, 2011 to June 30, 2012.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **twenty thousand Dollars (\$20,000.00) at a rate of \$148.00 per day.** CONSULTANT shall submit an invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT 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. CONSULTANT assumes the full responsibility for his/her own acts and/or omissions and the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT 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 CONSULTANT and/or CONSULTANT'S employees.

6. Materials. CONSULTANT 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.

7. Originality of Services. CONSULTANT agrees that all materials prepared for, written for, submitted to the DISTRICT and/or used in connection with the services, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as a basis for such services.

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

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

10. Hold Harmless. CONSULTANT 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 any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the

CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance mutually agreed to between DISTRICT and CONSULTANT to protect CONSULTANT and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory and shall name DISTRICT as an additional insured. Any certificates and endorsements pursuant to this section shall be provided to the DISTRICT no later than five (5) business days from execution of this AGREEMENT.

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance With Applicable Laws. The services to be provided herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right to secure the satisfactory completion thereof. CONSULTANT 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 CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

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

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

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services

contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
(714) 447-7400

CONSULTANT:
David Swenson
(on file)

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

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or

provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 19TH DAY OF JULY 2011.

Fullerton School District

By:

Mitch Hovey, Ed.D.,
Superintendent

David Swenson

(Contractor Name)

By:

Signature

David Swenson

(Typed Name, Title)

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 10/11-B057 THROUGH 10/11-B063 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 10/11-B057 through 10/11-B063 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$520,255 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	Revenue Limit State Aid – Current Year	\$4,283
8092	PERS Reduction Transfer	-17,840
8434	Class Size Reduction, Grades K-3	14,592
8590	All Other State Revenue	-557,322
8650	Leases and Rentals	5,000
8699	All Other Local Revenue	35,572
8710	Tuition	-13,729
8980	Contributions from Unrestricted Revenues	9,189
	Total:	<u>-\$520,255</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$34,949
2000	Classified Salaries	30,917
3000	Employee Benefits	27,699
4000	Books and Supplies	-624,250
5000	Services & Other Operating Expenses	226,931
6000	Capital Outlay	3,920
7000	Other Outgo	28,625
9770	Designated for Economic Uncertainties	-249,046
	Total:	<u>-\$520,255</u>

Explanation: This Resolution reflects increases to revenue for State Aid Revenue Limit, Class Size Reduction (CSR), ASB and PTA reimbursements and donations. Other adjustments include reductions to the PERS Reduction Transfer in the Revenue Limit, Special Education Tuition, and the deferral of the 2010/2011 **Tier III** Block Grant to offset salaries in the 2011/12 fiscal year.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$1,679,692 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
CATEGORICAL

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8181	Special Education – Entitlement per UDC	\$15,073
8182	Special Education – Discretionary Grants	2,092
8290	All Other Federal Revenue	-1,884,412
8590	All Other State Revenue	8,434
8677	Interagency Services Between LEAs	38,662
8699	All Other Local Revenue	149,648
8980	Contributions from Unrestricted Revenues	-9,189
	Total:	<u>-\$1,679,692</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$16,769
2000	Classified Salaries	52,842
3000	Employee Benefits	11,103
4000	Books and Supplies	-1,821,041
5000	Services & Other Operating Expenses	46,285
6000	Capital Outlay	19,877
7000	Other Outgo	-5,527
	Total:	<u>-\$1,679,692</u>

Explanation: This Resolution reflects increases to revenue and expenditures for the new Program Improvement Grant, donations, LEA Medi-Cal Reimbursements program, the California Technical Assistance Project, Special Education ARRA IDEA entitlements, and the deferral of the 2010/2011 American Reinvestment and Recovery Act (ARRA) Education Jobs program to offset salaries in the 2011/12 fiscal year.

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,000
2000	Classified Salaries	27,242
3000	Employee Benefits	-14,463
4000	Books and Supplies	-18,522
5000	Services & Other Operating Expenses	-1,898
7000	Other Outgo	1,641
	Total:	\$ 0

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

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

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

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

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$6,225
5000	Services & Other Operating Expenses	-6,225
	Total:	\$ 0

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

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

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

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

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$46
5000	Services & Other Operating Expenses	1,939
6000	Capital Outlay	13,107
9780	Other Designations	-15,000
	Total:	<u>\$ 0</u>

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

Explanation: This Resolution reflects adjustments to project estimated expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

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

WORKERS' COMPENSATION FUND 68

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$200,000
9780	Other Designations	-200,000
	Total	\$ 0

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

Explanation: This Resolution reflects adjustments to worker compensation claims in the Workers' Compensation Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$300,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8674	In-District Premiums/Contributions	\$300,000
	Total:	\$300,000

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

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

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
4000	Books and Supplies	-\$2,500
5000	Services & Other Operating Expenses	2,500
9780	Other Designations	300,000
	Total	\$300,000

Explanation: This Resolution reflects an increase for In-District contributions and adjustments to project estimated expenditures in the Property and Liability Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Larry Lara, Director, Maintenance, Operations & Facilities
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ADVTECH ENVIRONMENTAL, INC., FOR ANNUAL GROUNDWATER SITE MONITORING, EFFECTIVE AUGUST 1, 2011 THROUGH JUNE 30, 2012 (GROUNDWATER MONITORING)**

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

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

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

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

Recommendation: Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Annual Groundwater Site Monitoring, effective August 1, 2011 through June 30, 2012 (groundwater monitoring).

SH:LL:mm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **ADvTECH Environmental, Inc., 632 S. Azusa Avenue, West Covina, CA 91791, (626) 339-3234**, 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: **Annual Groundwater Site Monitoring as described in CONTRACTOR's Proposal dated June 6, 2011.**

Services shall be provided by **Michael E. Shiang**.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **August 1, 2011**, and will diligently perform as required and complete performance by **June 30, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fifteen Thousand, Five Hundred and 00/100 Dollars (\$15,500.00)**. 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 or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

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

patent of said matter in the name of the DISTRICT.

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

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

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2)

above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day

written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

ADvTECH Environmental, Inc.
632 S. Azusa Avenue
West Covina, CA 91791
(626) 339-3234

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

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

22. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT

is made in and shall be performed in Orange County, California.

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

THIS AGREEMENT IS ENTERED INTO THIS ___ DAY OF ____, 20__.

FULLERTON SCHOOL DISTRICT

ADvTECH Environmental, Inc.

Contractor Name

By: _____
Mitch Hovey, Ed.D.
Superintendent

By: _____

Michael E. Shiang

Typed Name

Principal Hydrogeologist

Title

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

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

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ADVTECH ENVIRONMENTAL, INC., FOR SOIL REMEDIAL ACTION WORK PLAN REQUESTED BY THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD (SOIL REMEDIATION), EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012**

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

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

Funding: Routine Maintenance Fund (01). Cost for these services is not to exceed \$124,896.00.

Recommendation: Approve/Ratify Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Soil Remedial Action Work Plan requested by the California Regional Water Quality Control Board (soil remediation), effective July 1, 2011 through June 30, 2012.

SH:LL:mm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **ADvTech Environmental, Inc.**, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **Soil Remediation Services.**

Services shall be provided by **Michael E. Shiang.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2011**, and will diligently perform as required and complete performance by **June 30, 2012.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One Hundred Twenty Four Thousand Eight Hundred Ninety Six Dollars (\$124,896.00)**. 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 or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

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

patent of said matter in the name of the DISTRICT.

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

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

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2)

above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day

written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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

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

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for

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

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

DISTRICT:

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

CONTRACTOR:

ADvTECH Environmental, Inc.
632 S. Azusa Avenue
West Covina, CA 91791
(626) 339-3234

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS ___ DAY OF ____, 20__.

FULLERTON SCHOOL DISTRICT

ADvTECH Environmental, Inc.
Contractor Name

By: _____
Mitch Hovey, Ed.D.
Superintendent

By: _____
Michael E. Shiang
Typed Name

Principal Hydrogeologist
Title

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Amanda Colón, Assistant Director, Nutrition Services

SUBJECT: **APPROVE RENEWAL OF CONTRACTS WITH SWISHER (CLEANING AND SANITATION CHEMICALS), HOLLANDIA DAIRY (DAIRY), ASR FOOD DISTRIBUTORS, INC., AND GOLD STAR FOODS (FROZEN), AND SOUTHERN CALIFORNIA PIZZA COMPANY (PIZZA DELIVERY) FOR THE 2011/2012 SCHOOL YEAR**

Background: Nutrition Services has received excellent products, services, prices, and customer support from vendors listed in the subject line above. These vendors responded with the best prices and have proven to be reliable. Staff has been assured consistent pricing and continued customer service quality will be provided by these companies in the 2011/2012 school year. All food and dairy items meet or exceed School Breakfast and National School Lunch Program guidelines.

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve renewal of contracts with Swisher (Cleaning and Sanitation Chemicals), Hollandia Dairy (Dairy), ASR Food Distributors, Inc., and Gold Star Foods (Frozen), and Southern California Pizza Company (Pizza Delivery) for the 2011/2012 school year.

SH:AC:dlh

CONSENT ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Amanda Colón, Assistant Director, Nutrition Services

SUBJECT: APPROVE AGREEMENTS FOR BID NO. 2011/2012 NS-1 WITH GOLD STAR FOODS (GROCERY), US FOODSERVICE (CEREAL), FLAVORSEAL, LLC, GOLD STAR FOODS, P & R PAPER SUPPLY CO., TEAM DISTRIBUTIONS, INC., AND US FOODSERVICE (PAPER AND SUPPLIES), A&R WHOLESALE DISTRIBUTORS, INC., GOLD STAR FOODS, SYSCO FOOD SERVICE – LOS ANGELES, AND US FOODSERVICE (SNACKS DELIVERED TO THE WAREHOUSE), A&R WHOLESALE DISTRIBUTORS, INC., (SNACKS DELIVERED TO FIVE SCHOOL SITES), AND ASR FOOD DISTRIBUTORS, INC., (PRODUCE) FOR THE 2011/2012 SCHOOL YEAR

Background: Nutrition Services made requests for bid proposals available online to all interested vendors for the six categories listed in the subject line above. The vendors listed responded with the best prices and have proven to be reputable companies. All food items meet or exceed the requirements set forth by the School Breakfast Program and National School Lunch Program.

Bids for supplies and services are requested each year by Nutrition Services in compliance with California Public Contract Code Section 20111-20112 and in compliance with Fullerton School District Board Policy BP 3311. A copy of the bid details and summaries is available for review in the Superintendent's Office.

Rationale: Food, paper, and plastic supplies are necessary to the Nutrition Services Department for operation of the School Breakfast Program and the National School Lunch Program. All selected vendors will meet the needs of the Nutrition Services Department for supplies of goods and services rendered.

Funding: Nutrition Services Fund (13).

Recommendation: Approve agreements for Bid No. 2011/2012 NS-1 with Gold Star Foods (Grocery), US Foodservice (Cereal), Flavorseal, LLC, Gold Star Foods, P & R Paper Supply Co., Team Distributions, Inc., and US Foodservice (Paper and Supplies), A&R Wholesale Distributors, Inc., Gold Star Foods, SYSCO Food Service – Los Angeles, and US Foodservice (Snacks Delivered to the Warehouse), A&R Wholesale Distributors, Inc., (Snacks Delivered to Five School Sites), and ASR Food Distributors, Inc., (Produce) for the 2011/2012 School Year.

SH:AC:dlh

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY RENEWAL OF RETAINER AGREEMENT WITH THE LAW OFFICES OF RUTAN & TUCKER, LLP EFFECTIVE JULY 1, 2011

Background: The District wishes to renew its contract with the Law Office of Rutan & Tucker, LLP to continue to provide legal services on behalf of the District. Services performed shall be billed at a rate of \$235.00 per hour.

Rationale: The Law Offices of Rutan & Tucker, LLP 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 \$235.00 per hour.

Recommendation: Approve/Ratify renewal of retainer agreement with the Law Offices of Rutan & Tucker, LLP effective July 1, 2011.

MD:nm
Attachment

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this 1st day of July, 2011, by and between FULLERTON SCHOOL DISTRICT (District) and RUTAN & TUCKER, LLP (Attorney).

1. In consideration of the services to be rendered by Attorney at the request and direction of District, and pursuant to Education Code Sections 35041.5, 35204 and 35205, District hereby retains Attorney for the purpose of negotiation with developers, formation of community facilities districts (CFD's), rendering opinions, undertaking consultations, representation before administrative bodies, preparing and conducting litigation, and for any other legal services or matters which may arise as deemed appropriate by District's governing board.

2. Services to be performed by Attorney shall be provided at the composite rate of \$235.00 per hour. L. Ski Harrison and David Larsen shall be the primary attorneys assigned to provide legal services to District. Billing rates are generally reviewed and modified each year in the month of January; however, Attorney agrees to hold the rate set forth in this Agreement firm until July 1, 2012. District shall pay and reimburse Attorney for any direct costs and expenses incurred in the course of rendering said services, including without limitation, duplication fees, long distance telephone calls, messenger services, overnight delivery charges, and out-of-area travel charges approved in advance by District. Attorney shall prepare monthly statements for the services rendered pursuant hereto during the preceding month, and District shall pay the same upon presentation. Attorney time is billed in tenths of an hour with a description of services rendered by attorney and date.

3. For formation of community facilities districts (CFD's) the following scale shall be utilized:

One percent (1%) of the first million dollars; plus .5 percent (0.5%) of the next four million dollars; plus .25 percent (0.25%) of any amount thereafter, but in no instance less than forty thousand dollars.

Compensation for Attorney shall be at the time of bond sales and from the proceeds of the bonds, unless there have been advances from a developer to pay these services. The above scale shall apply to each bond sale, and additional mutually agreed upon fees may be charged if unusual circumstances exist which make that formation of the CFD and the sale of the bonds more difficult than usual, such as escrowing of bond proceeds.

4. Attorney shall serve under the terms of this Agreement at the will of District, and District hereby reserves the right to terminate the Agreement upon written notice to Attorney. Attorney reserves the right to withdraw its representation of District at any time Attorney deems

necessary or advisable upon written notice to District, subject to the Code of Professional Responsibility.

5. This Agreement shall supersede and replace any and all other agreements between the parties.

6. Retainer of Attorney as provided for herein shall not prevent Attorney from continuing as attorney for any parties which may currently have disputes, legal or otherwise, with District which are not in any way connected with, or do not involve the subject matter of this Agreement; nor will such Agreement prevent Attorney from acting as attorney for clients having future disputes with District legal or otherwise, which are not in any way connected with and do not involve the subject matter of this retainer, even though the same may result in litigation.

7. Unless terminated by one of the parties under Paragraph 3 hereof, this Agreement shall continue to full force and effect from year to year.

8. Pursuant to California Business and Professions Code, this will confirm that Attorney maintains errors and omissions insurance coverage applicable to all services to be rendered by Attorney to District.

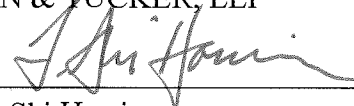
Dated: _____, 2011

FULLERTON SCHOOL DISTRICT

By: _____
Susan Hume
Assistant Superintendent, Business Services

Dated: July 12, 2011

RUTAN & TUCKER, LLP

By:  _____
L. Ski Harrison

CONSENT ITEM

DATE: July 19, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: APPROVE ORGANIZATIONAL MEMBERSHIPS FOR 2011/2012

Background: Each year the Board approves organizational memberships. These memberships provide opportunities for staff development and literature related to specific responsibility areas. Staff is requesting approval of the 2011/2012 organizational memberships listed on the attachment.

The Board will note that the annual membership costs are listed as “estimated.” Any unknown costs were increased by approximately 10% over the 2010/2011 expenditure level, even though staff does not expect the increases to be that high for the 2011/2012 year.

Rationale: Participation in organizational memberships provides additional opportunities for staff to increase knowledge and skills in specific job-related areas.

Funding: General Fund (01) and Categorical Funds.

Recommendation: Approve organizational memberships for 2011/2012.

SH:gs
Attachment

2011/2012 ORGANIZATIONAL MEMBERSHIPS

<u>Organization</u>	<u>Estimated Cost</u>	<u>Department</u>
California School Nutrition Association	\$200.00	Nutrition Services
Calif. Assoc. of School Business Officials (CASBO)	300.00	Nutrition Services
COSTCO	50.00	Nutrition Services
Calif. Assoc. of School Business Officials (CASBO)	200.00	Transportation
Calif. Assoc. of School Transportation Officials (CASTO) (2)	175.00	Transportation
Public Agency Risk Managers Association (PARMA)	125.00	Workers' Compensation

DISCUSSION/ACTION ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION NO. 11/12-05 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE)**

Background: On June 13, 2000, the Fullerton School District formed Community Facilities District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 Special Tax Bonds in the amount of \$1,195,000.00 on November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of Special Tax Bonds, Annual Special Taxes need to be levied on Taxable Property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution No. 11/12-05, which authorizes and provides for the levying of Special Taxes in CFD No. 2000-1 for Fiscal Year 2011/2012. The Special Taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

A Resolution will be presented to the Board of Trustees each summer for the next nineteen years to approve the Special Tax levy of CFD No. 2000-1.

Rationale: Annual authorization of the Special Tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 11/12-05 authorizing and providing for the levying of Special Taxes within Community Facilities District 2000-1 (District 40, Van Daele).

SH:RG:gs
Attachment

RESOLUTION NO. 11/12-05

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE)
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL
TAXES WITHIN SAID DISTRICT**

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2011/2012 by the adoption of a Resolution as specified by the Act and Ordinances.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for Fiscal Year 2011/2012 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required, in order to place said special taxes on the secured property tax roll for Fiscal Year 2011/2012 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 19th day of July 2011

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN _____

Lynn Thornley, President
Board of Trustees

ATTEST:

Beverly Berryman, Clerk
Board of Trustees

State of California)
) ss
County of Orange)

I, Beverly Berryman, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 40 held on the 19th day of July 2011.

Beverly Berryman, Clerk
Board of Trustees

**Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
284	113	13	\$1,466.20
284	113	14	\$1,466.20
284	113	15	\$1,466.20
284	113	16	\$1,466.20
284	113	17	\$1,466.20
284	113	18	\$1,466.20
284	113	19	\$1,466.20
284	113	20	\$1,466.20
284	113	21	\$1,466.20
284	113	22	\$1,466.20
284	113	23	\$1,466.20
284	113	24	\$1,466.20
284	113	25	\$1,466.20
284	113	26	\$0.00
284	113	27	\$0.00
284	113	28	\$0.00
284	113	29	\$0.00
284	471	1	\$1,466.20
284	471	2	\$1,466.20
284	471	3	\$1,466.20
284	471	4	\$1,466.20
284	471	5	\$1,466.20
284	471	6	\$1,466.20
284	471	7	\$1,466.20
284	471	8	\$1,466.20
284	471	9	\$1,466.20
284	471	10	\$1,466.20
284	471	11	\$1,466.20
284	471	12	\$1,466.20
284	471	13	\$1,466.20
284	471	14	\$1,466.20
284	471	15	\$1,466.20
284	471	16	\$1,466.20
284	471	17	\$1,466.20
284	471	18	\$1,466.20
284	471	19	\$1,466.20
284	471	20	\$1,466.20
284	471	21	\$1,466.20
284	471	22	\$1,466.20
284	471	23	\$1,466.20
284	471	24	\$1,466.20
284	471	25	\$1,466.20
284	471	26	\$1,466.20
284	471	27	\$1,466.20

**Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
284	471	28	\$1,466.20
284	471	29	\$1,466.20
284	471	30	\$1,466.20
284	471	31	\$1,466.20
284	471	32	\$1,466.20
284	471	33	\$1,466.20
284	471	34	\$1,466.20
284	471	35	\$1,466.20
284	471	36	\$1,466.20
284	471	37	\$1,466.20
284	471	38	\$1,466.20
284	471	39	\$1,466.20
284	471	40	\$1,466.20
284	471	41	\$1,466.20
284	471	42	\$0.00
284	471	43	\$0.00
284	471	44	\$0.00
284	471	45	\$0.00
284	471	46	\$0.00
284	471	47	\$0.00
284	471	48	\$0.00
284	481	1	\$1,466.20
284	481	2	\$1,466.20
284	481	3	\$1,466.20
284	481	4	\$1,466.20
284	481	5	\$1,466.20
284	481	6	\$1,466.20
284	481	7	\$1,466.20
284	481	8	\$1,466.20
284	481	9	\$1,466.20
284	481	10	\$1,466.20
284	481	11	\$1,466.20
284	481	12	\$1,466.20
284	481	13	\$1,466.20
284	481	14	\$1,466.20
284	481	15	\$1,466.20
284	481	16	\$1,466.20
284	481	17	\$1,466.20
284	481	18	\$1,466.20
284	481	19	\$1,466.20
284	481	20	\$1,466.20
284	481	21	\$1,466.20
284	481	22	\$1,466.20
284	481	23	\$1,466.20

**Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
284	481	24	\$1,466.20
284	481	25	\$1,466.20
284	481	26	\$1,466.20
284	481	27	\$1,466.20
284	481	28	\$1,466.20
284	481	29	\$1,466.20
284	481	30	\$1,466.20
284	481	31	\$1,466.20
284	481	32	\$1,466.20
284	481	33	\$1,466.20
284	481	34	\$1,466.20
284	481	35	\$1,466.20
284	481	36	\$1,466.20
284	481	37	\$1,466.20
284	481	38	\$0.00
284	481	39	\$0.00
284	481	40	\$0.00
284	481	41	\$0.00
284	481	42	\$0.00
284	481	43	\$0.00
284	481	44	\$0.00
284	481	45	\$0.00

Major Conclusions	
Total Number of Parcels	110
Number of Parcels Taxed	91
Total Special Tax Levy for Fiscal Year 2011/2012	\$133,424.20

DISCUSSION/ACTION ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION NO. 11/12-06 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48, AMERIGE HEIGHTS)**

Background: On August 14, 2001, the Fullerton School District formed Community Facilities District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights project. CFD No. 2001-1 issued 2001 Special Tax bonds in the amount of \$19,450,000.00 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of Special Tax Bonds, Annual Special Taxes need to be levied on Taxable Property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution No. 11/12-06 which authorizes and provides for the levying of Special Taxes in CFD No. 2001-1 for Fiscal Year 2011/2012. The Special Taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

A Resolution will be presented to the Board of Trustees each summer for the next twenty-two years to approve the Special Tax levy of CFD No. 2001-1.

Rationale: Annual authorization of the Special Tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 11/12-06 authorizing and providing for the levying of Special Taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

SH:RG:gs
Attachment

RESOLUTION NO. 11/12-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS)
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL
TAXES WITHIN SAID DISTRICT**

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2011/2012 by the adoption of a Resolution as specified by the Act and Ordinances.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for Fiscal Year 2011/2012 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2011/2012 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 19th day of July 2011

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Lynn Thornley, President
Board of Trustees

ATTEST:

Beverly Berryman, Clerk
Board of Trustees

State of California)
) ss
County of Orange)

I, Beverly Berryman, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 48 held on the 19th day of July 2011.

Beverly Berryman, Clerk
Board of Trustees

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	312	4	\$0.00
280	321	1	\$2,208.32
280	321	2	\$2,208.32
280	321	3	\$2,208.32
280	321	4	\$2,208.32
280	321	5	\$2,208.32
280	321	6	\$2,208.32
280	321	7	\$2,208.32
280	321	8	\$2,208.32
280	321	9	\$2,208.32
280	321	10	\$1,943.32
280	321	11	\$2,208.32
280	321	12	\$2,208.32
280	321	13	\$1,943.32
280	321	14	\$2,208.32
280	321	15	\$2,208.32
280	321	16	\$2,208.32
280	321	17	\$2,208.32
280	321	18	\$1,943.32
280	321	19	\$2,208.32
280	321	20	\$2,208.32
280	321	21	\$2,208.32
280	321	22	\$1,943.32
280	321	23	\$2,208.32
280	321	24	\$2,208.32
280	321	25	\$1,943.32
280	321	26	\$2,208.32
280	321	27	\$2,208.32
280	321	28	\$2,208.32
280	321	29	\$1,943.32
280	321	30	\$2,208.32
280	321	31	\$2,208.32
280	321	32	\$2,208.32
280	321	33	\$2,208.32
280	321	34	\$1,943.32
280	321	35	\$2,208.32
280	321	36	\$2,208.32
280	321	37	\$2,208.32
280	321	38	\$1,943.32
280	321	39	\$2,208.32
280	321	40	\$2,208.32
280	321	41	\$2,208.32
280	321	42	\$2,208.32
280	321	43	\$1,943.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	321	44	\$2,208.32
280	321	45	\$2,208.32
280	321	46	\$2,208.32
280	321	47	\$2,208.32
280	321	48	\$2,208.32
280	321	49	\$2,208.32
280	321	50	\$2,208.32
280	321	51	\$0.00
280	321	52	\$0.00
280	321	53	\$0.00
280	321	54	\$0.00
280	321	55	\$0.00
280	321	56	\$0.00
280	321	57	\$0.00
280	321	58	\$0.00
280	331	1	\$2,208.32
280	331	2	\$2,208.32
280	331	3	\$2,208.32
280	331	4	\$2,208.32
280	331	5	\$2,208.32
280	331	6	\$2,208.32
280	331	7	\$1,943.32
280	331	8	\$2,208.32
280	331	9	\$2,208.32
280	331	10	\$2,208.32
280	331	11	\$1,943.32
280	331	12	\$2,208.32
280	331	13	\$2,208.32
280	331	14	\$2,208.32
280	331	15	\$2,208.32
280	331	16	\$2,208.32
280	331	17	\$2,208.32
280	331	18	\$2,208.32
280	331	19	\$2,208.32
280	331	20	\$2,208.32
280	331	21	\$2,208.32
280	331	22	\$2,208.32
280	331	23	\$1,943.32
280	331	24	\$2,208.32
280	331	25	\$2,208.32
280	331	26	\$2,208.32
280	331	27	\$2,208.32
280	331	28	\$2,208.32
280	331	29	\$2,208.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	331	30	\$2,208.32
280	331	31	\$2,208.32
280	331	32	\$2,208.32
280	331	33	\$2,208.32
280	331	34	\$2,208.32
280	331	35	\$2,208.32
280	331	36	\$1,943.32
280	331	37	\$2,208.32
280	331	38	\$1,943.32
280	331	39	\$2,208.32
280	331	40	\$2,208.32
280	331	41	\$2,208.32
280	331	42	\$2,208.32
280	331	43	\$1,943.32
280	331	44	\$2,208.32
280	331	45	\$2,208.32
280	331	46	\$2,208.32
280	331	47	\$2,208.32
280	331	48	\$2,208.32
280	331	49	\$2,208.32
280	331	50	\$1,943.32
280	331	51	\$2,208.32
280	331	52	\$2,208.32
280	331	53	\$2,208.32
280	331	54	\$1,943.32
280	331	55	\$2,208.32
280	331	56	\$2,208.32
280	331	57	\$2,208.32
280	331	58	\$2,208.32
280	331	59	\$2,208.32
280	331	60	\$2,208.32
280	331	61	\$2,208.32
280	331	62	\$2,208.32
280	331	63	\$1,943.32
280	331	64	\$2,208.32
280	331	65	\$2,208.32
280	331	66	\$2,208.32
280	331	67	\$2,208.32
280	331	68	\$2,208.32
280	331	69	\$2,208.32
280	331	70	\$2,208.32
280	331	71	\$1,943.32
280	331	72	\$0.00
280	331	73	\$0.00

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	331	74	\$0.00
280	331	78	\$0.00
280	341	1	\$1,612.08
280	341	2	\$1,943.32
280	341	3	\$1,943.32
280	341	4	\$1,943.32
280	341	5	\$1,943.32
280	341	6	\$1,943.32
280	341	7	\$1,943.32
280	341	8	\$1,943.32
280	341	9	\$1,612.08
280	341	10	\$1,943.32
280	341	11	\$1,943.32
280	341	12	\$1,943.32
280	341	13	\$1,943.32
280	341	14	\$1,943.32
280	341	15	\$1,612.08
280	341	16	\$1,943.32
280	341	17	\$1,943.32
280	341	18	\$1,943.32
280	341	19	\$1,612.08
280	341	20	\$1,943.32
280	341	21	\$1,943.32
280	341	22	\$1,612.08
280	341	23	\$1,943.32
280	341	24	\$1,943.32
280	341	25	\$1,943.32
280	341	26	\$1,612.08
280	341	27	\$1,943.32
280	341	28	\$1,943.32
280	341	29	\$1,612.08
280	341	30	\$1,943.32
280	341	31	\$1,943.32
280	341	32	\$1,943.32
280	341	33	\$1,943.32
280	341	34	\$1,612.08
280	341	35	\$1,943.32
280	341	36	\$1,943.32
280	341	37	\$1,943.32
280	341	38	\$1,943.32
280	341	39	\$1,943.32
280	341	40	\$1,612.08
280	341	41	\$1,943.32
280	341	42	\$1,943.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	341	43	\$1,943.32
280	341	44	\$1,943.32
280	341	45	\$1,943.32
280	341	55	\$1,943.32
280	341	56	\$1,943.32
280	341	57	\$1,612.08
280	341	58	\$1,943.32
280	341	59	\$1,943.32
280	341	60	\$1,943.32
280	341	61	\$1,943.32
280	341	62	\$1,612.08
280	341	63	\$1,943.32
280	341	64	\$1,943.32
280	341	65	\$1,612.08
280	341	66	\$1,612.08
280	341	67	\$1,943.32
280	341	68	\$1,612.08
280	341	69	\$1,943.32
280	341	70	\$1,612.08
280	341	71	\$1,943.32
280	341	72	\$1,943.32
280	341	73	\$1,943.32
280	341	74	\$1,943.32
280	341	75	\$1,612.08
280	341	76	\$1,943.32
280	341	77	\$1,943.32
280	341	78	\$1,943.32
280	341	79	\$1,612.08
280	341	80	\$1,943.32
280	341	81	\$1,612.08
280	341	82	\$1,943.32
280	351	1	\$2,208.32
280	351	2	\$2,208.32
280	351	3	\$2,208.32
280	351	4	\$2,208.32
280	351	5	\$2,208.32
280	351	6	\$2,208.32
280	351	7	\$2,208.32
280	351	8	\$2,208.32
280	351	9	\$2,208.32
280	351	10	\$2,208.32
280	351	11	\$2,208.32
280	351	12	\$2,208.32
280	351	13	\$2,208.32

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	351	14	\$2,208.32
280	351	15	\$2,208.32
280	351	16	\$2,208.32
280	351	17	\$1,943.32
280	351	21	\$1,943.32
280	351	22	\$1,943.32
280	351	23	\$1,943.32
280	351	24	\$1,943.32
280	351	25	\$1,943.32
280	351	26	\$1,943.32
280	351	27	\$1,943.32
280	351	28	\$1,943.32
280	351	29	\$1,943.32
280	351	30	\$1,943.32
280	351	31	\$1,943.32
280	351	32	\$1,943.32
280	351	33	\$1,943.32
280	351	34	\$1,943.32
280	351	35	\$1,943.32
280	351	36	\$1,943.32
280	351	37	\$1,943.32
280	351	38	\$1,943.32
280	351	39	\$1,943.32
280	351	40	\$1,943.32
280	351	41	\$1,943.32
280	351	42	\$1,943.32
280	351	43	\$1,943.32
280	351	44	\$1,943.32
280	351	45	\$1,943.32
280	351	46	\$1,943.32
280	351	47	\$1,943.32
280	351	48	\$1,943.32
280	351	49	\$1,943.32
280	351	50	\$1,943.32
280	351	51	\$1,943.32
280	351	52	\$1,943.32
280	351	53	\$1,943.32
280	351	54	\$1,943.32
280	351	55	\$1,943.32
280	351	56	\$1,943.32
280	351	57	\$1,943.32
280	351	58	\$1,943.32
280	351	59	\$1,943.32
280	351	60	\$1,943.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	351	61	\$1,943.32
280	351	62	\$1,943.32
280	351	63	\$1,943.32
280	351	64	\$1,943.32
280	351	65	\$1,943.32
280	351	66	\$1,943.32
280	351	67	\$1,943.32
280	351	68	\$1,943.32
280	351	69	\$1,943.32
280	351	70	\$2,208.32
280	351	71	\$1,943.32
280	351	72	\$2,208.32
280	351	73	\$1,943.32
280	351	74	\$2,208.32
280	351	75	\$1,943.32
280	351	76	\$2,208.32
280	351	77	\$1,943.32
280	351	78	\$2,208.32
280	351	79	\$1,943.32
280	351	80	\$2,208.32
280	351	81	\$1,943.32
280	351	82	\$2,208.32
280	351	83	\$1,943.32
280	351	84	\$2,208.32
280	351	85	\$1,943.32
280	351	86	\$2,208.32
280	351	87	\$1,943.32
280	361	1	\$2,208.32
280	361	2	\$1,943.32
280	361	3	\$2,208.32
280	361	4	\$2,208.32
280	361	5	\$1,943.32
280	361	6	\$2,208.32
280	361	7	\$2,208.32
280	361	8	\$2,208.32
280	361	9	\$2,208.32
280	361	10	\$2,208.32
280	361	11	\$2,208.32
280	361	12	\$2,208.32
280	361	13	\$2,208.32
280	361	14	\$2,208.32
280	361	15	\$2,208.32
280	361	16	\$2,208.32
280	361	17	\$2,208.32

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	361	18	\$1,943.32
280	361	19	\$2,208.32
280	361	20	\$2,208.32
280	361	21	\$2,208.32
280	361	22	\$1,943.32
280	361	23	\$2,208.32
280	361	24	\$2,208.32
280	361	25	\$1,943.32
280	361	26	\$2,208.32
280	361	27	\$1,943.32
280	361	28	\$2,208.32
280	361	29	\$2,208.32
280	361	30	\$2,208.32
280	361	31	\$2,208.32
280	361	32	\$2,208.32
280	361	33	\$1,943.32
280	361	34	\$2,208.32
280	361	35	\$2,208.32
280	361	36	\$1,943.32
280	361	37	\$2,208.32
280	361	38	\$2,208.32
280	361	39	\$2,208.32
280	361	40	\$2,208.32
280	361	41	\$2,208.32
280	361	42	\$2,208.32
280	361	43	\$2,208.32
280	361	44	\$2,208.32
280	361	45	\$1,943.32
280	361	46	\$2,208.32
280	361	47	\$2,208.32
280	361	48	\$2,208.32
280	361	49	\$2,208.32
280	361	50	\$2,208.32
280	361	51	\$2,208.32
280	361	52	\$2,208.32
280	361	53	\$2,208.32
280	361	54	\$2,208.32
280	361	55	\$2,208.32
280	361	56	\$2,208.32
280	361	57	\$2,208.32
280	361	58	\$2,208.32
280	361	59	\$2,208.32
280	361	60	\$1,943.32
280	361	61	\$2,208.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	361	62	\$2,208.32
280	361	63	\$0.00
280	371	1	\$2,738.32
280	371	2	\$2,429.16
280	371	3	\$2,429.16
280	371	4	\$2,738.32
280	371	5	\$2,738.32
280	371	6	\$2,429.16
280	371	7	\$2,738.32
280	371	8	\$2,429.16
280	371	9	\$2,738.32
280	371	10	\$2,429.16
280	371	11	\$2,429.16
280	371	12	\$2,738.32
280	371	13	\$2,429.16
280	371	14	\$2,738.32
280	371	15	\$2,429.16
280	371	16	\$2,738.32
280	371	17	\$2,738.32
280	371	18	\$2,429.16
280	371	19	\$2,429.16
280	371	20	\$2,429.16
280	371	21	\$2,738.32
280	371	22	\$2,429.16
280	371	23	\$2,738.32
280	371	24	\$2,429.16
280	371	25	\$2,429.16
280	371	26	\$2,738.32
280	371	27	\$2,429.16
280	371	28	\$2,738.32
280	371	29	\$2,429.16
280	371	30	\$2,429.16
280	371	31	\$2,738.32
280	371	32	\$2,738.32
280	371	33	\$2,429.16
280	371	34	\$2,429.16
280	371	35	\$2,429.16
280	371	36	\$2,429.16
280	371	37	\$2,738.32
280	371	38	\$2,738.32
280	371	39	\$2,738.32
280	371	40	\$2,738.32
280	371	41	\$2,429.16
280	371	42	\$2,429.16

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	371	43	\$2,738.32
280	371	44	\$2,429.16
280	371	45	\$2,429.16
280	371	46	\$0.00
280	371	48	\$0.00
280	371	49	\$0.00
280	371	50	\$0.00
280	381	1	\$2,738.32
280	381	2	\$2,738.32
280	381	3	\$2,429.16
280	381	4	\$2,738.32
280	381	5	\$2,429.16
280	381	6	\$2,429.16
280	381	7	\$2,738.32
280	381	8	\$2,429.16
280	381	9	\$2,738.32
280	381	10	\$2,738.32
280	381	11	\$2,429.16
280	381	12	\$2,738.32
280	381	13	\$2,429.16
280	381	14	\$2,738.32
280	381	15	\$2,429.16
280	381	16	\$2,738.32
280	381	17	\$2,429.16
280	381	18	\$2,738.32
280	381	19	\$2,429.16
280	381	20	\$2,738.32
280	381	21	\$2,738.32
280	381	22	\$2,429.16
280	381	23	\$2,738.32
280	381	24	\$2,429.16
280	381	25	\$2,738.32
280	381	26	\$2,429.16
280	381	27	\$2,429.16
280	381	28	\$2,738.32
280	381	29	\$2,738.32
280	381	30	\$2,429.16
280	381	31	\$2,738.32
280	381	32	\$2,429.16
280	381	33	\$2,738.32
280	381	34	\$2,738.32
280	381	35	\$2,429.16
280	381	36	\$2,429.16
280	381	37	\$2,738.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	381	38	\$2,738.32
280	381	39	\$2,429.16
280	381	40	\$2,429.16
280	381	41	\$2,738.32
280	381	42	\$2,429.16
280	381	43	\$2,429.16
280	381	44	\$2,738.32
280	381	45	\$2,738.32
280	381	46	\$2,429.16
280	381	47	\$2,738.32
280	381	48	\$2,429.16
280	381	49	\$2,738.32
280	381	50	\$2,738.32
280	381	51	\$2,429.16
280	381	52	\$2,738.32
280	381	53	\$2,429.16
280	381	54	\$2,738.32
280	381	55	\$2,429.16
280	381	56	\$2,429.16
280	381	57	\$2,738.32
280	381	58	\$2,429.16
280	381	59	\$2,738.32
280	381	60	\$0.00
280	381	67	\$1,943.32
280	381	68	\$1,943.32
280	381	69	\$1,943.32
280	381	70	\$1,943.32
280	381	71	\$1,943.32
280	381	72	\$1,943.32
280	381	73	\$1,943.32
280	381	74	\$1,943.32
280	381	75	\$1,943.32
280	381	76	\$1,943.32
280	381	77	\$1,943.32
280	381	78	\$1,943.32
280	381	79	\$1,943.32
280	381	80	\$1,943.32
280	381	81	\$1,943.32
280	381	82	\$1,943.32
280	381	83	\$1,943.32
280	381	84	\$0.00
280	381	86	\$0.00
280	391	1	\$2,208.32
280	391	2	\$2,738.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	391	3	\$2,429.16
280	391	4	\$2,208.32
280	391	5	\$2,738.32
280	391	6	\$2,429.16
280	391	7	\$2,208.32
280	391	8	\$2,738.32
280	391	9	\$2,738.32
280	391	10	\$2,429.16
280	391	11	\$2,738.32
280	391	12	\$2,208.32
280	391	13	\$2,429.16
280	391	14	\$2,738.32
280	391	15	\$2,429.16
280	391	16	\$2,738.32
280	391	17	\$2,429.16
280	391	18	\$2,738.32
280	391	19	\$0.00
280	391	23	\$1,612.08
280	391	24	\$1,192.50
280	391	25	\$1,612.08
280	391	26	\$1,192.50
280	391	27	\$1,612.08
280	391	28	\$1,612.08
280	391	29	\$1,612.08
280	391	30	\$1,192.50
280	391	31	\$1,612.08
280	391	32	\$1,192.50
280	391	33	\$1,612.08
280	391	34	\$1,612.08
280	391	35	\$1,612.08
280	391	36	\$1,192.50
280	391	37	\$1,612.08
280	391	38	\$1,612.08
280	391	39	\$1,612.08
280	391	40	\$1,192.50
280	391	41	\$1,612.08
280	391	42	\$1,612.08
280	391	43	\$1,612.08
280	391	44	\$1,192.50
280	391	45	\$1,612.08
280	391	46	\$1,612.08
280	391	47	\$0.00
280	391	48	\$0.00
280	391	49	\$0.00

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	391	50	\$0.00
280	391	51	\$0.00
280	391	52	\$0.00
280	391	53	\$0.00
280	391	54	\$0.00
280	391	55	\$0.00
280	391	56	\$0.00
280	391	57	\$0.00
280	391	58	\$1,612.08
280	391	59	\$1,612.08
280	391	60	\$1,192.50
280	391	61	\$1,612.08
280	391	62	\$1,612.08
280	391	63	\$1,612.08
280	391	64	\$1,192.50
280	391	65	\$1,612.08
280	391	66	\$1,192.50
280	391	67	\$1,612.08
280	391	68	\$1,612.08
280	391	69	\$1,612.08
280	391	70	\$1,192.50
280	391	71	\$1,612.08
280	391	72	\$1,612.08
280	391	73	\$0.00
280	391	74	\$0.00
280	391	75	\$0.00
280	391	76	\$0.00
280	391	77	\$0.00
280	391	78	\$0.00
280	401	1	\$2,738.32
280	401	2	\$2,208.32
280	401	3	\$2,429.16
280	401	4	\$2,208.32
280	401	5	\$2,738.32
280	401	6	\$2,208.32
280	401	7	\$2,738.32
280	401	8	\$2,208.32
280	401	9	\$2,429.16
280	401	10	\$2,738.32
280	401	11	\$2,738.32
280	401	12	\$2,208.32
280	401	13	\$2,738.32
280	401	14	\$2,738.32
280	401	15	\$2,429.16

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	401	16	\$2,738.32
280	401	17	\$2,208.32
280	401	18	\$2,738.32
280	401	19	\$2,429.16
280	401	20	\$2,208.32
280	401	21	\$2,738.32
280	401	22	\$2,429.16
280	401	23	\$2,738.32
280	401	24	\$2,429.16
280	401	25	\$2,738.32
280	401	26	\$2,208.32
280	401	27	\$2,429.16
280	401	28	\$2,738.32
280	401	29	\$2,208.32
280	401	30	\$2,738.32
280	401	31	\$2,208.32
280	401	32	\$2,429.16
280	401	33	\$2,738.32
280	401	34	\$2,208.32
280	401	35	\$2,429.16
280	401	36	\$2,738.32
280	401	37	\$2,738.32
280	401	38	\$2,208.32
280	401	39	\$2,208.32
280	401	40	\$2,738.32
280	401	41	\$2,429.16
280	401	42	\$2,738.32
280	401	43	\$2,429.16
280	401	44	\$2,738.32
280	401	45	\$2,738.32
280	401	46	\$2,738.32
280	401	47	\$2,429.16
280	401	48	\$2,738.32
280	401	49	\$2,429.16
280	401	50	\$2,738.32
280	401	51	\$2,429.16
280	401	52	\$2,208.32
280	401	53	\$2,208.32
280	401	54	\$2,738.32
280	401	55	\$2,208.32
280	401	56	\$2,208.32
280	401	57	\$2,429.16
280	401	58	\$2,208.32
280	401	59	\$2,208.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	401	60	\$2,429.16
280	401	61	\$2,738.32
280	401	62	\$2,429.16
280	401	63	\$2,208.32
280	401	65	\$0.00
280	401	69	\$0.00
280	401	70	\$0.00
280	401	71	\$1,612.08
280	401	72	\$1,612.08
280	401	73	\$1,192.50
280	401	74	\$1,612.08
280	401	75	\$1,612.08
280	401	76	\$1,192.50
280	401	77	\$1,612.08
280	401	78	\$1,612.08
280	401	79	\$1,612.08
280	401	80	\$1,612.08
280	401	81	\$1,612.08
280	401	82	\$1,612.08
280	401	83	\$1,192.50
280	401	84	\$1,612.08
280	401	85	\$1,612.08
280	401	86	\$1,192.50
280	401	87	\$1,612.08
280	401	88	\$1,612.08
280	401	89	\$1,612.08
280	401	90	\$0.00
280	401	91	\$0.00
280	401	92	\$0.00
280	401	93	\$0.00
280	401	94	\$0.00
280	401	95	\$0.00
280	401	96	\$0.00
280	401	97	\$0.00
280	412	3	\$0.00
280	412	4	\$0.00
280	412	5	\$0.00
280	412	6	\$0.00
280	412	7	\$0.00
280	412	8	\$0.00
280	412	9	\$0.00
280	412	10	\$0.00
280	412	11	\$0.00
280	412	12	\$0.00

**Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
280	412	13	\$0.00
280	412	14	\$0.00
280	412	15	\$0.00
280	412	16	\$0.00
280	412	17	\$0.00
280	412	18	\$0.00
280	412	19	\$1,612.08
280	412	20	\$1,192.50
280	412	21	\$1,612.08
280	412	22	\$1,612.08
280	412	23	\$1,612.08
280	412	24	\$1,192.50
280	412	25	\$1,612.08
280	412	26	\$1,192.50
280	412	27	\$1,612.08
280	412	28	\$1,612.08
280	412	29	\$1,192.50
280	412	30	\$1,612.08
280	412	31	\$1,612.08
280	412	32	\$1,612.08
280	412	33	\$1,612.08
280	412	34	\$1,612.08
280	412	35	\$1,192.50
280	412	36	\$1,612.08
280	412	37	\$1,612.08
280	412	38	\$1,192.50
280	412	39	\$1,612.08
280	412	40	\$1,612.08
280	412	41	\$1,612.08
280	412	42	\$1,612.08
280	412	43	\$1,192.50
280	412	44	\$1,612.08
280	412	45	\$1,612.08
280	421	1	\$1,943.32
280	421	2	\$1,943.32
280	421	3	\$1,612.08
280	421	4	\$1,943.32
280	421	5	\$1,943.32
280	421	6	\$1,943.32
280	421	7	\$1,612.08
280	421	8	\$1,943.32
280	421	9	\$1,943.32
280	421	10	\$1,943.32
280	421	11	\$1,943.32

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	421	12	\$1,943.32
280	421	13	\$1,943.32
280	421	14	\$1,612.08
280	421	15	\$1,612.08
280	421	16	\$1,943.32
280	421	17	\$1,943.32
280	421	18	\$1,943.32
280	421	19	\$1,943.32
280	421	20	\$1,943.32
280	421	21	\$1,943.32
280	421	22	\$1,612.08
280	421	23	\$1,943.32
280	421	24	\$1,943.32
280	421	25	\$1,943.32
280	421	26	\$1,943.32
280	421	27	\$1,612.08
280	421	28	\$1,943.32
280	421	29	\$1,943.32
280	421	30	\$1,612.08
280	421	31	\$1,943.32
280	421	32	\$1,943.32
280	421	33	\$1,943.32
280	421	34	\$1,612.08
280	421	35	\$1,943.32
280	421	36	\$1,943.32
280	421	37	\$1,612.08
280	421	38	\$1,943.32
280	421	39	\$1,612.08
280	421	40	\$1,943.32
280	421	41	\$1,943.32
280	421	42	\$1,943.32
280	421	43	\$1,943.32
280	421	44	\$1,943.32
280	421	45	\$1,612.08
280	421	46	\$1,943.32
280	421	47	\$1,943.32
280	421	48	\$1,612.08
280	421	49	\$1,943.32
280	421	50	\$1,943.32
280	421	51	\$1,943.32
280	421	52	\$1,943.32
280	421	57	\$0.00
280	421	58	\$0.00
280	431	2	\$0.00

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
280	431	3	\$0.00
280	432	7	\$0.00
280	432	8	\$0.00
280	432	9	\$0.00
280	432	10	\$0.00
280	432	11	\$0.00
280	432	12	\$0.00
280	432	13	\$0.00
280	432	14	\$0.00
280	441	9	\$0.00
280	441	10	\$0.00
280	441	11	\$0.00
280	441	12	\$0.00
280	441	13	\$0.00
280	441	14	\$0.00
934	36	22	\$1,060.00
934	36	23	\$1,060.00
934	36	24	\$1,060.00
934	36	25	\$1,060.00
934	36	26	\$1,060.00
934	36	27	\$1,060.00
934	36	28	\$1,060.00
934	36	29	\$1,060.00
934	36	30	\$1,060.00
934	36	31	\$1,060.00
934	36	32	\$1,060.00
934	36	33	\$1,060.00
934	36	34	\$1,060.00
934	36	35	\$1,060.00
934	36	36	\$1,060.00
934	36	37	\$1,060.00
934	36	38	\$1,060.00
934	36	39	\$1,060.00
934	36	40	\$1,060.00
934	36	41	\$1,060.00
934	36	42	\$1,060.00
934	36	43	\$1,060.00
934	36	44	\$1,060.00
934	36	45	\$1,060.00
934	36	46	\$1,060.00
934	36	47	\$1,060.00
934	36	48	\$1,060.00
934	36	49	\$1,060.00
934	36	50	\$1,060.00

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
934	36	51	\$1,060.00
934	36	52	\$1,060.00
934	36	53	\$1,060.00
934	36	54	\$1,060.00
934	36	55	\$1,060.00
934	36	56	\$1,060.00
934	36	57	\$1,060.00
934	36	58	\$1,060.00
934	36	59	\$1,060.00
934	36	60	\$1,060.00
934	36	61	\$1,060.00
934	36	62	\$1,060.00
934	36	63	\$1,060.00
934	36	64	\$1,060.00
934	36	65	\$1,060.00
934	36	66	\$1,060.00
934	36	67	\$1,060.00
934	36	68	\$1,060.00
934	36	69	\$1,060.00
934	36	70	\$1,060.00
934	36	71	\$1,060.00
934	36	72	\$1,060.00
934	36	73	\$1,060.00
934	36	74	\$1,060.00
934	36	75	\$1,060.00
934	36	76	\$1,060.00
934	36	77	\$1,060.00
934	36	78	\$1,060.00
934	36	79	\$1,060.00
934	36	80	\$1,060.00
934	36	81	\$1,060.00
934	36	82	\$1,060.00
934	36	83	\$1,060.00
934	36	84	\$1,060.00
934	36	85	\$1,060.00
934	36	86	\$1,060.00
934	36	87	\$1,060.00
934	36	88	\$1,060.00
934	36	89	\$1,060.00
934	36	90	\$1,060.00
934	36	91	\$1,060.00
934	36	92	\$1,060.00
934	36	93	\$1,060.00
934	36	94	\$1,060.00

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Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
934	36	95	\$1,060.00
934	36	96	\$1,060.00
934	36	97	\$1,060.00
934	36	98	\$1,060.00
934	36	99	\$1,060.00
934	36	100	\$1,060.00
934	36	101	\$1,060.00
934	36	102	\$1,060.00
934	36	103	\$1,060.00
934	36	104	\$1,060.00
934	36	105	\$1,060.00
934	36	106	\$1,060.00
934	36	107	\$1,060.00
934	36	108	\$1,060.00
934	36	109	\$1,060.00
934	36	110	\$1,060.00
934	36	111	\$1,060.00
934	36	112	\$1,060.00
934	36	113	\$1,060.00
934	36	114	\$1,060.00
934	36	115	\$1,060.00
934	36	116	\$1,060.00
934	36	117	\$1,060.00
934	36	118	\$1,060.00
934	36	119	\$1,060.00
934	36	120	\$1,060.00
934	36	121	\$1,060.00
934	36	122	\$1,060.00
934	36	123	\$1,060.00
934	36	124	\$1,060.00
934	36	125	\$1,060.00
934	36	126	\$1,060.00
934	36	127	\$1,060.00
934	36	128	\$1,060.00
934	36	129	\$1,060.00
934	36	130	\$1,060.00
934	36	131	\$1,060.00
934	36	132	\$1,060.00
934	36	133	\$1,060.00
934	36	134	\$1,060.00
934	36	135	\$1,060.00
934	36	136	\$1,060.00
934	36	137	\$1,060.00
934	36	138	\$1,060.00

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
934	36	139	\$1,060.00
934	36	140	\$1,060.00
934	36	141	\$1,060.00
934	36	142	\$1,060.00
934	36	143	\$1,060.00
934	36	144	\$1,060.00
934	36	145	\$1,060.00
934	36	146	\$1,060.00
934	36	147	\$1,060.00
934	36	148	\$1,060.00
934	36	149	\$1,060.00
934	36	150	\$1,060.00
934	36	151	\$1,060.00
934	36	152	\$1,060.00
934	36	153	\$1,060.00
934	36	154	\$1,060.00
934	36	155	\$1,060.00
934	36	156	\$1,060.00
934	36	157	\$1,060.00
934	36	158	\$1,060.00
934	36	159	\$1,060.00
934	36	160	\$1,060.00
934	36	161	\$1,060.00
934	36	162	\$1,060.00
934	36	163	\$1,060.00
934	36	164	\$1,060.00
934	36	165	\$1,060.00
934	36	166	\$1,060.00
934	36	167	\$1,060.00
934	36	168	\$1,060.00
934	36	169	\$1,060.00
934	36	170	\$1,060.00
934	36	171	\$1,060.00
934	36	172	\$1,060.00
934	36	173	\$1,060.00
934	36	174	\$1,060.00
934	36	175	\$1,060.00
934	36	176	\$1,060.00
934	36	177	\$1,060.00
934	36	178	\$1,060.00
934	36	179	\$1,060.00
934	36	180	\$1,060.00
934	36	181	\$1,060.00
934	36	182	\$1,060.00

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Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
934	36	183	\$1,060.00
934	36	184	\$1,060.00
934	36	185	\$1,060.00
934	36	186	\$1,060.00
934	36	187	\$1,060.00
934	36	188	\$1,060.00
934	36	189	\$1,060.00
934	36	190	\$1,060.00
934	36	191	\$1,060.00
934	36	192	\$1,060.00
934	36	193	\$1,060.00
934	36	194	\$1,060.00
936	24	272	\$1,060.00
936	24	273	\$1,060.00
936	24	274	\$1,060.00
936	24	275	\$1,060.00
936	24	276	\$1,060.00
936	24	277	\$1,060.00
936	24	278	\$1,060.00
936	24	279	\$1,060.00
936	24	280	\$1,060.00
936	24	281	\$1,060.00
936	24	282	\$1,060.00
936	24	283	\$1,060.00
936	24	284	\$1,060.00
936	24	285	\$1,060.00
936	24	286	\$1,060.00
936	24	287	\$1,060.00
936	24	288	\$1,060.00
936	24	289	\$1,060.00
936	24	290	\$1,060.00
936	24	291	\$1,060.00
936	24	292	\$1,060.00
936	24	293	\$1,060.00
936	24	294	\$1,060.00
936	24	295	\$1,060.00
936	24	296	\$1,060.00
936	24	297	\$1,060.00
936	24	298	\$1,060.00
936	24	299	\$1,060.00
936	24	300	\$1,060.00
936	24	301	\$1,060.00
936	24	302	\$1,060.00
936	24	303	\$1,060.00

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
936	24	304	\$1,060.00
936	24	305	\$1,060.00
936	24	306	\$1,060.00
936	24	307	\$1,060.00
936	24	308	\$1,060.00
936	24	309	\$1,060.00
936	24	310	\$1,060.00
936	24	311	\$1,060.00
936	24	312	\$1,060.00
936	24	313	\$1,060.00
936	24	314	\$1,060.00
936	24	315	\$1,060.00
936	24	316	\$1,060.00
936	24	317	\$1,060.00
936	24	318	\$1,060.00
936	24	319	\$1,060.00
936	24	320	\$1,060.00
936	24	321	\$1,060.00
936	24	322	\$1,060.00
936	24	323	\$1,060.00
936	24	324	\$1,060.00
936	24	325	\$1,060.00
936	24	326	\$1,060.00
936	24	327	\$1,060.00
936	24	328	\$1,060.00
936	24	329	\$1,060.00
936	24	330	\$1,060.00
936	24	331	\$1,060.00
936	24	332	\$1,060.00
936	24	333	\$1,060.00
936	24	334	\$1,060.00
936	24	335	\$1,060.00
936	24	336	\$1,060.00
936	24	337	\$1,060.00
936	24	338	\$1,060.00
936	24	339	\$1,060.00
936	24	340	\$1,060.00
936	24	341	\$1,060.00
936	24	342	\$1,060.00
936	24	343	\$1,060.00
936	24	344	\$1,060.00
936	24	345	\$1,060.00
936	24	346	\$1,060.00
936	24	347	\$1,060.00

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
936	24	348	\$1,060.00
936	24	349	\$1,060.00
936	24	350	\$1,060.00
936	24	351	\$1,060.00
936	24	352	\$1,060.00
936	24	353	\$1,060.00
936	24	354	\$1,060.00
936	24	355	\$1,060.00
936	24	356	\$1,060.00
936	24	357	\$1,060.00
936	24	358	\$1,060.00
936	24	359	\$1,060.00
936	24	360	\$1,060.00
936	24	361	\$1,060.00
936	24	362	\$1,060.00
936	24	363	\$1,060.00
936	24	364	\$1,060.00
936	24	365	\$1,060.00
936	24	366	\$1,060.00
936	24	367	\$1,060.00
936	24	368	\$1,060.00
936	24	369	\$1,060.00
936	24	370	\$1,060.00
936	24	371	\$1,060.00
936	24	372	\$1,060.00
936	24	373	\$1,060.00
936	24	374	\$1,060.00
936	24	375	\$1,060.00
936	24	376	\$1,060.00
936	24	377	\$1,060.00
936	24	378	\$1,060.00
936	24	379	\$1,060.00
936	24	380	\$1,060.00
936	24	381	\$1,060.00
936	24	382	\$1,060.00
936	24	383	\$1,060.00
936	24	384	\$1,060.00
936	24	385	\$1,060.00
936	24	386	\$1,060.00
936	24	387	\$1,060.00
936	24	388	\$1,060.00
936	24	389	\$1,060.00
936	24	390	\$1,060.00
936	24	391	\$1,060.00

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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
936	24	392	\$1,060.00
936	24	393	\$1,060.00
936	24	394	\$1,060.00
936	24	395	\$1,060.00
936	24	396	\$1,060.00
936	24	397	\$1,060.00
936	24	398	\$1,060.00
936	24	403	\$1,060.00
936	24	404	\$1,060.00
936	24	405	\$1,060.00
936	24	406	\$1,060.00
936	24	407	\$1,060.00
936	24	408	\$1,060.00
936	24	409	\$1,060.00
936	24	410	\$1,060.00
936	24	411	\$1,060.00
936	24	412	\$1,060.00
936	24	413	\$1,060.00
936	24	414	\$1,060.00
936	24	415	\$1,060.00
936	24	416	\$1,060.00
936	24	417	\$1,060.00
936	24	418	\$1,060.00
936	24	419	\$1,060.00
936	24	420	\$1,060.00
936	24	421	\$1,060.00
936	24	422	\$1,060.00
936	24	423	\$1,060.00
936	24	424	\$1,060.00
936	24	425	\$1,060.00
936	24	426	\$1,060.00
936	24	427	\$1,060.00
936	24	428	\$1,060.00
936	24	429	\$1,060.00
936	24	430	\$1,060.00
936	24	431	\$1,060.00
936	24	432	\$1,060.00
936	24	433	\$1,060.00
936	24	434	\$1,060.00
936	24	435	\$1,060.00
936	24	436	\$1,060.00
936	24	437	\$1,060.00
936	24	438	\$1,060.00
936	24	439	\$1,060.00

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Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
936	24	440	\$1,060.00
936	24	441	\$1,060.00
936	24	442	\$1,060.00
936	24	443	\$1,060.00
936	24	444	\$1,060.00
936	24	445	\$1,060.00
936	24	446	\$1,060.00
936	24	447	\$1,060.00
936	24	448	\$1,060.00
936	24	449	\$1,060.00
936	24	450	\$1,060.00
936	24	451	\$1,060.00
936	24	452	\$1,060.00
936	24	453	\$1,060.00
936	24	454	\$1,060.00
936	24	455	\$1,060.00
936	24	456	\$1,060.00
936	24	457	\$1,060.00
936	24	458	\$1,060.00
936	24	459	\$1,060.00
936	24	460	\$1,060.00
936	24	461	\$1,060.00
936	24	462	\$1,060.00
936	24	463	\$1,060.00
936	24	464	\$1,060.00
936	24	465	\$1,060.00
936	24	466	\$1,060.00
936	24	467	\$1,060.00
936	24	468	\$1,060.00
936	24	469	\$1,060.00
936	24	470	\$1,060.00
936	24	471	\$1,060.00
936	24	472	\$1,060.00
936	24	473	\$1,060.00
936	24	474	\$1,060.00
936	24	475	\$1,060.00
936	24	476	\$1,060.00
936	24	477	\$1,060.00
936	24	478	\$1,060.00
936	24	479	\$1,060.00
936	24	480	\$1,060.00
936	24	481	\$1,060.00
936	24	482	\$1,060.00
936	24	483	\$1,060.00

Fullerton School District
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Special Tax Levy For Fiscal Year 2011/2012

Book	Page	Parcel	Special Tax
936	24	484	\$1,060.00
936	24	485	\$1,060.00
936	24	486	\$1,060.00
936	24	487	\$1,060.00
936	24	488	\$1,060.00
936	24	489	\$1,060.00
936	24	490	\$1,060.00
936	24	491	\$1,060.00
936	24	492	\$1,060.00
936	24	493	\$1,060.00
936	24	494	\$1,060.00
936	24	495	\$1,060.00
936	24	496	\$1,060.00
936	24	497	\$1,060.00
936	24	498	\$1,060.00
936	24	499	\$1,060.00
936	24	500	\$1,060.00
936	24	501	\$1,060.00
936	24	502	\$1,060.00
936	24	503	\$1,060.00
936	24	504	\$1,060.00
936	24	505	\$1,060.00
936	24	506	\$1,060.00
936	24	507	\$1,060.00
936	24	508	\$1,060.00
936	24	509	\$1,060.00
936	24	510	\$1,060.00
936	24	511	\$1,060.00
936	24	512	\$1,060.00
936	24	513	\$1,060.00
936	24	514	\$1,060.00
936	24	515	\$1,060.00
936	24	516	\$1,060.00
936	24	517	\$1,060.00
936	24	518	\$1,060.00
936	24	519	\$1,060.00
936	24	520	\$1,060.00
936	24	521	\$1,060.00
936	24	522	\$1,060.00
936	24	523	\$1,060.00
936	24	524	\$1,060.00
936	24	525	\$1,060.00
936	24	526	\$1,060.00
936	24	527	\$1,060.00

**Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2011/2012**

Book	Page	Parcel	Special Tax
936	24	528	\$1,060.00
936	24	529	\$1,060.00
936	24	530	\$1,060.00
936	24	531	\$1,060.00
936	24	532	\$1,060.00
936	24	533	\$1,060.00
936	24	534	\$1,060.00
936	24	535	\$1,060.00
936	24	536	\$1,060.00
936	24	537	\$1,060.00
936	24	538	\$1,060.00
936	24	539	\$1,060.00
936	24	540	\$1,060.00
936	24	541	\$1,060.00
936	24	542	\$1,060.00
936	24	543	\$1,060.00
936	24	544	\$1,060.00
936	24	545	\$1,060.00
936	24	546	\$1,060.00
936	24	547	\$1,060.00
936	24	548	\$1,060.00
936	24	549	\$1,060.00
936	24	550	\$1,060.00
936	24	551	\$1,060.00
936	24	552	\$1,060.00

Major Conclusions	
Total Number of Parcels	1,213
Number of Parcels Taxed	1,129
Total Special Tax Levy for Fiscal Year 2011/2012	\$1,907,484.76

DISCUSSION/ACTION ITEM

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION NO. 11/12-07 FOR DESIGNATION OF REPRESENTATIVES OF THE DISTRICT AUTHORIZING THE SIGNATURES OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES, SUSAN HUME; DIRECTOR, BUSINESS SERVICES, STEVE MILLER; AND ASSISTANT DIRECTOR, BUSINESS SERVICES, BECKY SILVA TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY AND TO PROVIDE U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE WITH WRITTEN INSTRUCTIONS FROM TIME TO TIME FOR CERTIFICATES OF PARTICIPATION (1999 CAPITAL FACILITIES PROJECT)**

Background: In order to continue to conduct business with U.S. Bank National Association, Trustee of Certificates of Participation (1999 Capital Facilities Project) funds, the District must maintain a current list of staff authorized to sign orders in its name. Since there have been recent changes in District administrative personnel, Fullerton School District is updating the list of authorized signatures.

Rationale: Signature cards must be updated to reflect changes in personnel in order to continue to manage this account.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 11/12-07 for designation of representatives of the District authorizing the signatures of Assistant Superintendent, Business Services, Susan Hume; Director, Business Services, Steve Miller; and Assistant Director, Business Services, Becky Silva to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time for Certificates of Participation (1999 Capital Facilities Project).

SH:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT
Orange County, California
\$8,890,000
CERTIFICATES OF PARTICIPATION
(1999 CAPITAL FACILITIES PROJECT)

RESOLUTION NO. 11/12-07

**AUTHORIZATION FOR DESIGNATION OF AUTHORIZED REPRESENTATIVES
OF THE DISTRICT**

I, Mitch Hovey, Ed.D., Superintendent of the Fullerton School District (the "District"), hereby declare that:

1. I am the duly appointed Superintendent of the District, with full power and authority to execute this Certificate on behalf of the District.

2. I hereby appoint Susan Hume, Assistant Superintendent, Business Services; Steve Miller, Director, Business Services; and Becky Silva, Assistant Director, Business Services as my designees, to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time.

3. The true and exact specimen of the signatures of Susan Hume, Steve Miller, and Becky Silva are set forth opposite their names and titles below:

Name	Title	Signature
Susan Hume	Assistant Superintendent Business Services	_____
Steve Miller	Director Business Services	_____
Becky Silva	Assistant Director Business Services	_____

IN WITNESS WHEREOF, I have hereunto set my official signature this 19th day of July 2011.

FULLERTON SCHOOL DISTRICT

By: _____
Its: Superintendent

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Date: _____

Beverly Berryman
Clerk, Board of Trustees

DISCUSSION/ACTION ITEM
District 40 – Van Daele

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION NO. 11/12-08 FOR DESIGNATION OF REPRESENTATIVES OF THE DISTRICT AUTHORIZING THE SIGNATURES OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES, SUSAN HUME; DIRECTOR, BUSINESS SERVICES, STEVE MILLER; AND ASSISTANT DIRECTOR, BUSINESS SERVICES, BECKY SILVA TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY AND TO PROVIDE U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE WITH WRITTEN INSTRUCTIONS FROM TIME TO TIME FOR COMMUNITY FACILITIES DISTRICT 2000-1 (VAN DAELE)**

Background: In order to continue to conduct business with U.S. Bank National Association, Trustee of Community Facilities District 2000-1 funds, the District must maintain a current list of staff authorized to sign orders in its name. Since there have been recent changes in District administrative personnel, Fullerton School District is updating the list of authorized signatures.

Rationale: Signature cards must be updated to reflect changes in personnel in order to continue to manage this account.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 11/12-08 for designation of representatives of the District authorizing the signatures of Assistant Superintendent, Business Services, Susan Hume; Director, Business Services, Steve Miller; and Assistant Director, Business Services, Becky Silva to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time for Community Facilities District 2000-1 (Van Daele).

SH:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT
District 40 - Community Facilities District No. 2000-01 (Van Daele)
Orange County, California

RESOLUTION NO. 11/12-08

**AUTHORIZATION FOR DESIGNATION OF AUTHORIZED REPRESENTATIVES
OF THE DISTRICT**

I, Mitch Hovey, Ed.D., Superintendent of the Fullerton School District (the "District"), hereby declare that:

1. I am the duly appointed Superintendent of the District, with full power and authority to execute this Certificate on behalf of the District.

2. I hereby appoint Susan Hume, Assistant Superintendent, Business Services; Steve Miller, Director, Business Services; and Becky Silva, Assistant Director, Business Services as my designees, to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time.

3. The true and exact specimen of the signatures of Susan Hume, Steve Miller, and Becky Silva are set forth opposite their names and titles below:

Name	Title	Signature
Susan Hume	Assistant Superintendent Business Services	_____
Steve Miller	Director Business Services	_____
Becky Silva	Assistant Director Business Services	_____

IN WITNESS WHEREOF, I have hereunto set my official signature this 19th day of July 2011

FULLERTON SCHOOL DISTRICT

By: _____
Its: Superintendent

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Date: _____

Beverly Berryman
Clerk, Board of Trustees

DISCUSSION/ACTION ITEM
District 48 - Amerige Heights

DATE: July 19, 2011

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

FROM: Susan Hume, Assistant Superintendent Business Services

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION NO. 11/12-09 FOR DESIGNATION OF REPRESENTATIVES OF THE DISTRICT AUTHORIZING THE SIGNATURES OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES, SUSAN HUME; DIRECTOR, BUSINESS SERVICES, STEVE MILLER; AND ASSISTANT DIRECTOR, BUSINESS SERVICES, BECKY SILVA TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY AND TO PROVIDE U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE WITH WRITTEN INSTRUCTIONS FROM TIME TO TIME FOR COMMUNITY FACILITIES DISTRICT 2001-1 (AMERIGE HEIGHTS)**

Background: In order to continue to conduct business with U.S. Bank National Association, Trustee of Community Facilities District 2001-1 funds, the District must maintain a current list of staff authorized to sign orders in its name. Since there have been recent changes in District administrative personnel, Fullerton School District is updating the list of authorized signatures.

Rationale: Signature cards must be updated to reflect changes in personnel in order to manage this account.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 11/12-09 for designation of representatives of the District authorizing the signatures of Assistant Superintendent, Business Services, Susan Hume; Director, Business Services, Steve Miller; and Assistant Director, Business Services, Becky Silva to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time for Community Facilities District 2001-1 (Amerige Heights).

SH:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT
District 48 - Community Facilities District No. 2001-01 (Amerige Heights)
Orange County, California

RESOLUTION NO. 11/12-09

**AUTHORIZATION FOR DESIGNATION OF AUTHORIZED REPRESENTATIVES
OF THE DISTRICT**

I, Mitch Hovey, Ed.D., Superintendent of the Fullerton School District (the "District"), hereby declare that:

1. I am the duly appointed Superintendent of the District, with full power and authority to execute this Certificate on behalf of the District.

2. I hereby appoint Susan Hume, Assistant Superintendent, Business Services; Steve Miller, Director, Business Services; and Becky Silva, Assistant Director, Business Services as my designees, to execute and deliver any and all documents necessary and to provide U.S. Bank National Association as Trustee with written instructions from time to time.

3. The true and exact specimen of the signatures of Susan Hume, Steve Miller, and Becky Silva are set forth opposite their names and titles below:

Name	Title	Signature
Susan Hume	Assistant Superintendent Business Services	_____
Steve Miller	Director Business Services	_____
Becky Silva	Assistant Director Business Services	_____

IN WITNESS WHEREOF, I have hereunto set my official signature this 19th day of July 2011.

FULLERTON SCHOOL DISTRICT

By: _____
Its: Superintendent

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Date: _____

Beverly Berryman
Clerk, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: July 19, 2011
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: **DISCUSS AND TAKE ACTION TO ACCEPT THE FULLERTON COLLABORATIVE RESTRICTED PROJECT GRANT FOR THE 2011/2012 SCHOOL YEAR**

Background: The 16th Annual Report on Conditions of Children (2010) provides a comprehensive picture of the present condition of children in Orange County. One of the ongoing trends is that Orange County unemployment rate has still not declined enough to give relief to families struggling to make ends meet and save their homes. Fullerton School District is seeing greater numbers of families who are experiencing unforeseen conditions that significantly impacts student learning for their children. Needs for these families and students include help with tutoring/mentoring, clothing, and school supplies, transportation to follow-up appointments, counseling, parenting outreach, and assistance with medical needs and prescriptions.

Purposes of the Fullerton Collaborative Restricted Project Grant are as follows:
1) Build, support and work collaboratively with the Fullerton community to promote a healthy, safe environment where all children and their families can anticipate quality education and a promising future.
2) Link community resources with the needs of students and their families.
3) Enhance community resources through collaboration as it applies to fund and program development.

Rationale: Partnering with the Fullerton Collaborative and accepting its Restricted Project Grant would allow the Fullerton School District to offer resources and provide opportunities that meet the varied needs of its families and students.

Funding: Not applicable.

Recommendation: Discuss and take action to accept the Fullerton Collaborative Restricted Project Grant for the 2011/2012 school year.

MH:ki
Attachment

The Fullerton Collaborative
Restricted Project Grant Agreement
Fullerton School District
Grant Number 201101

This Restricted Project Grant Agreement (“Agreement”) upon execution on behalf of Grantee in the spaces provided for signature will evidence Grantee’s agreement with and commitment to The Fullerton Collaborative (“Collaborative”) as follows:

I. Grantee’s Status

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of the Collaborative in accordance with this section. Grantee warrants and represents that it is a public School District.. Grantee will notify the Collaborative immediately of any actual or proposed change in tax status.

II. Purposes of Grant

- 1) Build, support and work collaboratively with the Fullerton community to promote a healthy, safe environment where all children and their families can anticipate quality education and a promising future.
- 2) Link community resources with the needs of students and their families.
- 3) Enhance community resources through collaboration as it applies to fund and program development.

This grant is made only for the specific purposes described in the Agreement. The grant funds may not be used for any other purpose without prior written approval from the Collaborative.

III. Goals

Grant goals areas will be established on an annual basis with the Superintendent and/or designee with the Collaborative.

- 1) Link community partners and the Fullerton School District to support the implementation of the District Wellness Policy.
- 2) Serve as a District representative/liaison at designated community and partnership meetings.
- 3) Research and write grants to expand services for the support needs of students and families in the District and the community. Develop necessary partnerships required for successful grant proposals.
- 4) Maintain timely means of communication to and linkages with teachers, administrators, parents and community groups to increase awareness of available resources.
- 5) Facilitate health and dental fairs for students in the District.
- 6) Provide parent outreach education and training to support student academic achievement.

- 7) Attend and participate in School Attendance Review Board (SARB) and Administrative Review Committee (ARC) meetings to link community resources with student and family needs.
- 8) Coordinate events as designated to engage schools and community agencies as partners in education.
- 9) Facilitate support services for at-risk and homeless students.

IV. Amount of Grant

\$55,000 payable as follows: \$25,000 received by September 1, 2011 contingent upon receipt of this executed Agreement and the balance received by March 1, 2012 contingent upon compliance with this Agreement including timely receipt of six month progress report due February 28, 2012.

V. Period of Grant

Grant funds are to be applied to expenses incurred for the period July 1, 2011 to June 30, 2012, unless otherwise agreed upon in writing by the Collaborative.

VI. Terms and Conditions of Grant

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds

1. Use of Funds. Grantee must spend grant funds for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 510 (c) (3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on directly or indirectly any voter registration drive.
 - d. inducing or encouraging violations of law or public policy
 - e. causing any private inurement or improper private benefit to occur.

B. Return of Funds - Any portion of the funding not used for grant purposes shall be returned to the Collaborative.

C. Records, Audits - Funds provided by the Collaborative shall be accounted for in the Grantee's books and records. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Collaborative's review upon request. The Collaborative reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Collaborative as a restricted grant.

D. Reports - Grantee shall make a written report to the Collaborative at the six and twelve month mark documenting the progress toward the expected outcomes of the grant. These reports will be due February 28, 2012 and July 31, 2012.

E. Budgets - Expenditures of grant funds must be made in accordance with the grant agreement. Any material changes from the budget must be approved in advance by the Collaborative.

F. Licensing and Credentials - The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.

G. Management and Organizational Changes - The Grantee agrees to provide immediate written notice to the Collaborative if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.

H. No Waivers - The failure of the Collaborative to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.

I. No Further Obligations by the Collaborative - This grant is made with the understanding that the Collaborative has no obligation to provide other or additional support or grants to the Grantee.

J. Remedies - If the Collaborative determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Collaborative may, in addition to other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement and the Collaborative may demand return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately pay to the Collaborative. The Collaborative may also avail itself of any other remedies available by law.

K. Indemnification - Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Collaborative, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from and in connection with any act or omission of Grantee, its employees, or agents in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in

connection with any act or omission of the Collaborative, its officers, directors, employees, or agents.

L. Entire Agreement: Amendments and Modifications - This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

M. Governing Law - This Agreement shall be governed by the laws of the State of California.

VII. Acceptance of Agreement

The Collaborative reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Collaborative.

Accepted on behalf of Fullerton School District by:

Authorized Signature

Date

Printed Name

Title

Agreed to and Acknowledged on behalf of The Fullerton Collaborative:

Authorized Signature

Date

Printed Name

Title

ADMINISTRATIVE REPORT

DATE: July 19, 2011
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., Superintendent
PREPARED BY: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: **FIRST READING OF REVISED BOARD POLICY 5030 STUDENT WELLNESS**

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

Upon review of current board policies, the following board policy has been revised to reflect current laws and practice:

Revised:
Students
BP 5030, Student Wellness

The purpose of this Administrative Report will be to afford Board members the opportunity to review this revised board policy, ask questions, receive clarification, and propose revisions prior to approval of this revised board policy at the August 23, 2011 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

JM:nm
Attachment

Fullerton School District

Board Policy

Student Wellness

BP 5030

Board Adopted: November 28, 2006

Board Revised:

The Board of Trustees recognizes that schools accomplish their primary responsibility, to ensure student learning, by providing a high quality educational program and addressing the needs of the whole child. Research has shown that student health significantly influences the ability to learn and that healthy, well nourished children are both more likely to attend school and do better in school. The Fullerton School District is committed to providing school environments that promote and protect children's health, well-being and ability to learn by supporting comprehensive nutrition education, healthy eating, physical activity and healthy habits. The Board of Trustees, therefore, has established a set of goals in the following areas by which to accomplish this task **the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for District students. The Superintendent or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education, health services, food services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.**

To encourage consistent health messages between the home and school environment, health information will be disseminated to parents/guardians through District, school or other communications. Outreach to parents/guardians will emphasize the relationship between student health and academic performance.

Wellness Council

The Superintendent or designee may establish a District health council or other committee to advise the District on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the council's charge(s) may include the planning and implementation of activities to promote health within the school or community.

Nutrition Education and Physical Activity Goals

Nutrition Education is defined as "any set of learning experiences designed to facilitate the voluntary adoption of eating, nutrition and other related behaviors conducive to health and well-being." (American Dietetic Association 1996) The Board of Trustees believes that it is necessary to provide students with curricula and experiences in this area that will develop healthy eating habits to last a lifetime.

1. Students will receive Nutrition Education at each grade level as part of an interdisciplinary and sequential standards-based program that will provide students with the knowledge and skills necessary to protect and promote their health.
2. Content of the Nutrition Education curriculum will be consistent with the Health Framework for California Public Schools.
3. Classroom level Nutrition Education will emphasize making wise food choices consistent with currently accepted research.
4. Teacher training in Nutrition Education will be provided within the context of the District's ongoing staff training program.

The District shall provide goals for nutrition education, physical activity, and other school-based activities that are designed to promote student wellness.

The District's nutrition education and physical education programs shall be based on research, consistent with the expectations established in the State's curriculum frameworks and content standards, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle. Nutrition education shall be provided as part of the health education program in grades K-8 and, as appropriate, shall be integrated into other academic subjects in the regular educational program. Nutrition education also may be offered through before- and after-school programs.

All students in grades K-8 shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education, recess, school athletic programs, extracurricular programs, before- and/or after-school programs, and other structured and unstructured activities.

The Superintendent or designee shall encourage staff to serve as positive role models. He/she shall promote regular physical activity among employees. Professional development may include instructional strategies that assess health knowledge and skills and promote healthy behaviors.

The Board prohibits the marketing and advertising of non-nutritious foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, or other means.

Physical Activity Goals

~~Regular physical activity, both in and out of school, provides opportunities for students to develop knowledge and skills for specific games and events, maintain physical fitness and understand the short and long term benefits of a healthy lifestyle.~~

- ~~1. District Physical Education curriculum will be consistent with the Physical Education Framework for California Public Schools and the mandates of the California Education Code.~~
- ~~2. Schools will offer physical education in an environment that features safe facilities and adequate equipment, supplies in good repair, and led by staff properly trained to provide a quality program.~~
- ~~3. Physical activity as a part of curricular areas other than regular physical education period is encouraged.~~
- ~~4. Schools will encourage moderate to vigorous physical activity during daily, supervised recess breaks and will provide appropriate space and equipment for this purpose.~~
- ~~5. Staff will consider the effects of assigning or withholding physical activity as punishment.~~

Nutrition Nutrition Guidelines Standards for Foods Available at School

~~The eating habits that children carry into adulthood are, in large measure, established in childhood. Foods available to students as part of their school day should be nutrient dense, low in fat and added sugars and moderate in portion size.~~

- ~~1. Meals sold within the school meal program and foods and beverages available through a la carte, vending machines, student stores or concession stands must meet Federal, State and local program requirements. Nutrition standards must be consistent with those sets forth in the 7 Code of Federal Regulations, Part 210 and 220.~~
- ~~2. Fundraising events shall promote positive health habits such as healthy eating and physical activity.~~
- ~~3. Classroom parties and celebrations should not be focused on food. If food is part of the celebration, healthy options such as fruits, vegetables, low fat baked goods and low fat dairy~~

- products should be given primary consideration.
- ~~4. Foods and beverages offered or sold at school-sponsored events shall emphasize healthy choices.~~
 - ~~5. All foods made available through the Food Services Department shall comply with State and local food safety and sanitation regulations.~~
 - ~~6. The marketing and advertising of unhealthy foods and beverages on the school premises should be discouraged.~~
 - ~~7. All Food Service personnel shall have adequate training and participate in continuous professional development.~~

The Board believes that foods and beverages available to students at District schools should support the health curriculum and promote optimal health. Nutrition guidelines adopted by the District for all foods and beverages sold to students, including foods and beverages provided through the District's food service program, student stores, vending machines, fundraisers, or other venues, shall meet or exceed State and federal nutrition guidelines.

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes. He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the District's nutrition education program by considering nutritional quality when selecting any snacks, which they may donate for occasional class parties and by limiting foods or beverages that do not meet nutrition guidelines to no more than one such food or beverage per party. Class parties or celebrations shall be held after the lunch period when possible.

School-Based Wellness Activities

~~The Board of Trustees believes that when schools offer consistent wellness messages, not only in the classroom setting, but in all aspects of the school day, students will be more likely to recognize the importance of healthy eating and regular physical activity.~~

- ~~1. Local wellness policy goals will be considered in planning school-based activities such as whole school events, field trips, dances and assemblies.~~
- ~~2. Site administrators and staff will promote a school environment which emphasizes sound nutrition practices.~~
- ~~3. Information will be available for parents on nutrition education and ways to incorporate physical activity into their children's lives.~~
- ~~4. Before and after school opportunities for physical activity are recommended.~~
- ~~5. Support for student health will be provided through health clinics, screenings and assistance in enrolling in child health insurance programs.~~

Guidelines for Reimbursable Meals

Foods and beverages provided through federally reimbursable school meal programs shall meet or exceed federal regulations and guidance issued pursuant to 42 USC [1758](#)(f)(1), 1766(a), and 1779(a) and (b), as they apply to schools.

In order to maximize the District's ability to provide nutritious meals and snacks, all District schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs, to the extent possible.

Program Implementation and Evaluation

The Superintendent shall designate at least one person within the District who is charged with operational responsibility for ensuring implementation of this policy.

To determine whether the policy is being effectively implemented Districtwide and at each District school, the following indicators shall be used by site administration:

1. Descriptions of the District's nutrition education, physical education, and health education curricula
2. Number of minutes of physical education instruction offered at each grade span
3. Number and type of exemptions granted from physical education
4. Results of the State's physical fitness test
5. An analysis of the nutritional content of meals served based on a sample of menus
6. Student participation rates in school meal programs
7. Feedback from food service personnel, school administrators, the school health council, parents/guardians, students, and other appropriate persons
8. Any sale of food and beverages in fundraisers or other venues outside of the District's meal program, and during the school day, shall meet or exceed the State and federal nutrition guidelines.

The Superintendent or designee shall report to the Board at least every two years on the implementation of this policy and any other Board policies related to nutrition and physical activity.

Monitoring and Policy Review Posting Requirements

~~Monitoring and Policy Review will be followed according to the final section of the Student Wellness Administrative Regulation.~~ The District shall post the wellness policy on nutrition and physical activity on the Fullerton School District website and in public view within all school cafeterias.

Legal Reference:	Education Code 38080-38103 33350-33354 CDE responsibilities re: physical education	Cafeteria, Establishment and Use
	44203-45103.5 49430-49436 49490-49493.4 49500-49505 49510- 459520 49530-49536 49540-49546 49547- 498548.3 49550-49560.1 49565-49565.8 49570 51210	Teacher Credential Contracts for Management Consulting Services: Restrictions Pupil Nutrition, Health, and Achievement Act of 2001 School Breakfast and Lunch Programs School Meals Nutrition Child Nutrition Act Child Care Food Program Comprehensive Nutrition Services Meals for Needy Students California Fresh Start Pilot Program National School Lunch Act Areas of Study Course of Study, Grades 1-6

51220 **Course of Study, Grades 7-12**
51222-51223 Physical Education
51223 **Physical Education, Elementary Schools**
51241 ~~Temporary or Permanent Exemption from Physical Education~~
51795-51796.5 **School Instructional Gardens**
51880-51921 **Comprehensive Health Education**

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40060 ~~Criteria for Physical Education~~
15500-15501 Food Sales by Student Organizations
154510 Mandatory Meals for Needy Students
15530-15535 Nutrition Education
15550-15565 School Lunch and Breakfast Programs

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1751-1769 **National School Lunch Program, especially:**
1751 Note **Local Wellness Policy**
1771-1791 **Child Nutrition Act, including:**
1773 **School Breakfast Program**
1779 **Rules and Regulations, Child Nutrition Act**

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210.1-210.31 National School Lunch Program
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California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center:

<http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

California School Nutrition Association: <http://www.calsna.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity:

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