

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 typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Administration Offices Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting. 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 or questions 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
Agenda for Regular Meeting of the Board of Trustees
Tuesday, July 21, 2009
9:00 a.m. Closed Session, Recess (time approximate) 3:00 p.m. – 4:30 p.m.
4:30 p.m. Closed Session, 5:30 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 or questions 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.

9:00 a.m. – Recess to Closed Session – Agenda:

Superintendent Evaluation, Board Representative Hilda Sugarman [Government Code section 54957.6]

Report From Closed Session

Recess (time approximate) 3:00 p.m. to 4:30 p.m.

Call to Order and Pledge of Allegiance

Public Comments – Policy (see above)

4:30 p.m. - Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mr. 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]

5:30 p.m. - Call to Order, Pledge of Allegiance, and Report From Closed Session

Introductions/Recognitions

Fullerton Host Lions Annual Chess Championship
Citizens' Oversight Committee Recognition

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Item

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 30, 2009

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 C22C0162 through C22C0166, C22D0959 through C22D0961, C22M0349 through C22M0353, C22R0986 through C22R1047, C22S0182 through C22S0183, C22T0050 through C22T0051, C22V0156 through C22V0164 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 111293 through 111304, out-of-date sequence purchase orders numbered DJ-110011 and GS-110011, and processed food and commodity purchase order number GS-110012 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 70178 through 70467 for the 2008/2009 school year. The total amount presented for approval is \$1,809,013.80.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7065 through 7133 for the 2008/2009 school year totaling \$683,693.51.
- 1g. Approve the 2009/2010 Agreement with the Ocean Institute for Outdoor Science School.
- 1h. Approve the 2009/2010 Agreement with Camp High Trails for Outdoor Science School.
- 1i. Approve Consultant Agreement between Fullerton School District and Action Learning Systems (ALS) for the 2009/2010 school year to provide staff training, benchmark assessment, and other consulting services at Nicolas Junior High School.
- 1j. Approve Consultant Agreement for the 2009/2010 school year with Deana Hippie to provide professional development training in writing at Golden Hill School on September 25, 2009.
- 1k. Approve 2009/2010 ongoing reimbursement to the parents of a special education student, (MIS ID#200-01864), for parent-vendored behavior specialists to provide behavior therapy in the home.
- 1l. Approve/Ratify 2009/2010 Memorandum of Understanding with the Orange County Department of Education for special education programs and procedures.
- 1m. Approve/Ratify Student Teaching Agreement with California State University, Fullerton, commencing July 1, 2009 through June 30, 2014.

- 1n. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2009 – June 30, 2009).
- 1o. Approve Consultant Agreement for the 2009/2010 school year with Action Learning Systems to provide SB 472 English Language Arts Professional Development Training to District teachers.
- 1p. Approve/Ratify Consultant Agreement with Lourene Happoldt for the 2009/2010 school year.
- 1q. Approve/Ratify warrant number 1090 for the 2008/2009 school year in the amount of \$1,307.79 (District 48, Amerige Heights).
- 1r. Adopt Resolutions 08/09-B040 through 08/09-B046 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1s. Approve/Ratify warrant number 1060 for the 2008/2009 school year in the amount of \$1,224.44 (District 40, Van Daele).
- 1t. Approve/Ratify Classified Personnel Report.

Public Comments - Policy

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 or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board.

Discussion/Action Items

- 2a. Approve Consulting Services Agreement between the Fullerton School District and Educational Consulting Services, Inc., effective July 22, 2009 through June 30, 2012, for the Saturday School Optional Attendance Recovery (SSOAR) Program.
- 2b. Adopt Resolution #09/10-03 of the Board of Trustees of the Fullerton School District to temporarily borrow monies from the County Treasurer for fiscal years 2009/2010 and 2010/2011.

Administrative Reports

- 3a. First Reading of revised Board Policy 6158, Instruction, Independent Study
- 3b. First Reading of revised Board Policy 5132, Students, Dress and Grooming

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 18, 2009, 4:30 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, June 30, 2009
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:37 p.m., and Mark Douglas and Gary Cardinale led the Pledge of Allegiance to the Flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman, and Lynn Thornley
Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, and Mrs. Janet Morey

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:38 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 – Mr. 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].

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

The Board returned to open session at 5:44 p.m., and Marjorie Pogue led the pledge of allegiance to the flag. President Sugarman reported from closed session: It was moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to approve the Final Settlement Compromise and Release Agreement, OAH case #2009031262, between the Fullerton School District and the parents of student CSIS #7117167756 for reimbursement of reasonable attorney fees payable to the Law Offices of Augustin Egelsee, LLP, Client Trust Account, in the amount of \$35,000.00. It was moved by Beverly Berryman, seconded by Ellen Ballard and carried 5-0 that pursuant to California Education Code section 48916, the request by student #0809-01 for readmission to the schools of the Fullerton School District has been denied. The Board finds that student has not met the conditions of the rehabilitation plan developed at the time of the expulsion. It was moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 that pursuant to California Education Code section 48916, student #0809-04 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 the expulsion. The student is eligible for readmission on or after June 13, 2009. It was moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 that pursuant to California Education Code section 48916, student #0809-05 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 the expulsion. The student is eligible for readmission on or after June 13, 2009.

Introductions/Recognitions

Dr. Mitch Hovey introduced and welcomed new Principal of Valencia Park School, Emy Flores, new Principal of Ladera Vista Junior High School, John Albert, and new Director of Student Support Services, Laura Rydell. Mrs. Flores, Mr. Albert, and Mrs. Rydell also introduced their family members present in the audience. President Sugarman announced there would be a brief recess of approximately ten minutes to welcome and get acquainted with the three new employees.

At 6:06 p.m., President Sugarman called the meeting back to order and read aloud the Public Comments Policy.

Public Comments

Fullerton resident Nancy Giamno asked the Board to reconsider eliminating the Arts program. President Sugarman responded that the Arts program is not being eliminated but will be curtailed. Fullerton resident Elton Teng spoke to the Board, and distributed printed materials, about what he feels have been abusive practices by District Special Education personnel with respect to his children's educational process. Mr. Teng requested that the Board, or appropriate District personnel, investigate and provide him with findings. Mr. Mark Douglas stated he would provide Mr. Teng with a Personnel Complaint Form. Principal of Laguna Road School Harold Sullivan expressed his sadness of the classified layoffs, particularly those of the skilled employees of the Maintenance & Operations department, which become effective tomorrow. Mr. Sullivan stated he appreciates the fine work these employees have accomplished in the District.

Superintendent's Report

Dr. Hovey's report: has been a very rough year, but happy to say the District has accomplished many good things; spoke about the District at the recent Needlework Guild luncheon; attended the FETA Retirement and Awards Dinner; attended retirement celebrations for Margy Price, Dianna Mullen, and John Rodgers; extends congratulations regarding the June 5th concert benefiting instrumental music that raised over \$25,000, and it was wonderful to hear the students perform; attended the FEEF Wine Auction noting it was a great success; enjoyed attending 8th grade promotional ceremonies; stated this is a sad day when so many employees have been released and programs have been reduced; thanked the Board Members for their support; asked the community to continue to work with the District; thanked all District staff for keeping everything together during this difficult budget time; is looking forward to starting a new school year tomorrow.

Information from the Board of Trustees

Trustee Thornley stated she enjoyed the junior high celebrations and wished everyone a safe, happy, and restful summer.

Trustee Duncan stated he attended promotional ceremonies at Beechwood, Fisler, and Nicolas. Mr. Duncan commented he was very impressed with students' speeches, especially those at Nicolas Junior High noting they were outstanding.

Trustee Ballard stated that in all her years in education, she has not seen a year quite like this one and doesn't ever want it repeated. Mrs. Ballard thanked the Executive Cabinet members for being such an excellent team and thanked them from the bottom of her heart. Trustee Ballard also thanked the principals for their efforts and wished everyone a great summer.

Trustee Berryman sends her heartfelt thanks to all staff members who have worked in the District for many years and are affected by the layoffs. Mrs. Berryman spoke about the difficulty that the Board has in making budget decisions, that the Board is thinking of employees and wishing them good luck, and that this is a sad day regarding those employees that are leaving the District.

President Sugarman spoke about the wonderful day she had at Woodcrest School's special education summer school program where the UC Irvine pilot program, a visual scheduling system, is taking place. Mrs. Sugarman noted that 21st century learning encompasses a richer and more diverse program than just laptops, and the teacher stated that the students are so much more engaged in their learning than ever before because of this new pilot program. President Sugarman thanked Ladera Vista Junior High for sharing this program with Woodcrest School. Mrs. Sugarman then spoke about the State's limited funds per student, that this District is below the Statewide average, and urged everyone to contact their legislators regarding a minimum amount of per-student funding that schools could receive. President Sugarman thanked all those who have been supportive of District programs through volunteering and donations.

Superintendent Hovey read aloud an excellent article from the February 2009 "Raymond Reminder", written by Raymond PTA President Russell Miller, about what is really important and what really matters during good times and tough times.

Information from PTA, FETA, CSEA, FESMA

CSEA Secretary Marleen Acosta thanked Laguna Road School Principal Harold Sullivan for his kind comments about the layoffs of classified employees.

Approve Minutes

Moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 to approve the minutes of the Regular meeting on June 2, 2009 and the Special meeting on June 19, 2009.

Consent Items

Moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve the consent items as presented.

- 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 C22C0154 through C22C0161, C22D0929 through C22D0958, C22M0334 through C22M0348, C22R0946 through C22R0985, C22S0172 through C22S0181, C22T0047 through C22T0049, C22V0143 through C22V0155, C22X0618 through C22X0625 for the 2008/2009 fiscal year.

- 1d. Approve/Ratify Nutrition Services purchase orders numbered 111214 through 111292 and out-of-date sequence purchase order number GS-110010 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 69686 through 70177 for the 2008/2009 school year. The total amount presented for approval is \$2,468,574.19.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7013 through 7064 for the 2008/2009 school year totaling \$138,245.09.
- 1g. Approve Amendments to the 2009/2010 Agreement between Fullerton School District and the Pali Institute for Outdoor Science School.
- 1h. Approve three-year Licensing Agreement between Fullerton School District and Riverside Publishing for DataDirector Assessment System from July 1, 2009 through June 30, 2012.
- 1i. Approve continued participation for the 2009/2010 school year in the Beginning Teacher Support and Assessment (BTSA) Program under the Teacher Credentialing Block Grant and approve Fullerton School District as the Local Educational Agency (LEA).
- 1j. Approve Retainer Agreement for legal services with Margaret A. Chidester & Associates for 2009/2010.
- 1k. Approve 2009/2010 Agreements between the Assistance League of Fullerton and the Fullerton School District for Operation School Bell, Vision Screening and the Vision Referral Project.
- 1l. Approve Contract Agreements with Boys and Girls Club of Fullerton, City of Fullerton, and YMCA of Orange County, North County Branch, for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for July 1, 2009 through June 30, 2012.
- 1m. Approve Classified Tuition Reimbursements.
- 1n. Approve submission to the California Department of Education of Part I of the Consolidated Application for Funding Categorical Aid Programs for the 2009/2010 school year.
- 1o. Approve 2009-2012 Memorandum of Understanding (MOU) and Agreement for the Provision of Special Education Services between the Fullerton School District, Buena Park School District, La Habra City School District and Lowell Joint School District.
- 1p. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2009 and terminating June 30, 2010.
- 1q. Approve 2009/2010 Independent Contractor Master Contracts with Abramson Audiology dba Hear Now, Allied Interpreting Service, Inc., Anaheim Hills Speech & Language Center, Dr. Chris Davidson, The Dayle McIntosh Center, Dr. Karen Dymond, Goodwill Industries of Orange County (ATEC), Melinda J. Heise, Dr. Kristen D. Iverson, Dr. David Monkarsh, Music Therapy Service of Orange County, The Rehabilitation Institute of Southern California (RIO), United Cerebral Palsy Association of Orange County, West Shield Adolescent Services, and World Access for the Blind.
- 1r. Approve 2009/2010 Nonpublic Agency Master Contracts with Advantes Speech Therapy Services, Autism Partnership, Autism Spectrum Consultants, Inc., Autism Spectrum Therapies, Beth Ballinger, Vision Therapist, Center For Autism and Related Disorders (CARD), Children's Therapy Center, Coast Speech Pathology and Associates, Comprehensive Educational Services (ACES), Cornerstone Therapies, Coyne and Associates, Cumberland Therapy Services, Educational-Based Services for Speech Pathology Services, Gallagher Pediatric Therapy, Irvine Therapy Services, Lindamood-Bell Learning Processes, Maxum Physical Therapy, Newport Language and Speech Center, Optometric Center of Fullerton, Orange County Therapy Services, Pacific Child and Family Associates, LLC, Pacific Coast Speech Services, Inc., The Reading and Language Center, Abby Rozenberg/Jennifer Obholz, Russo, Fleck & Associates, Seek Education, Inc., Sky Pediatric, Inc., Speech & Language Professional Services, Speech Pathology Associates, Tustin Speech and Language Center, and Vista Behavior Consulting.
- 1s. Approve 2009/2010 Nonpublic School Master Contracts with Alton School, Beacon Day School, Blind

Children's Learning Center, Cinnamon Hills Youth Crisis Center, Copper Hills Youth Center, Devereaux Texas Treatment Center, Excelsior Youth Centers Incorporated, Mardan School, Oralingua School, Providence Speech and Hearing Center, Provo Canyon School, Pyramid Autism Center, Rossier Park School, Speech and Language Development Center and Therapeutic Education Center (TEC).

- 1t. Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Collaborative for 2009/2010.
- 1u. Approve Supervised Fieldwork Agreement with Chapman University Speech Language Pathology Education Program for 2009-2014.
- 1v. Adopt Declaration of Need for Fully Qualified Educators for the 2009/2010 school year.
- 1w. Adopt Resolution #09/10-01 to establish temporary inter-fund transfers of special or restricted fund monies to the General Fund for 2009/2010.
- 1x. Approve/Ratify warrant number 1059 for the 2008/2009 school year in the amount of \$3,200.00 (District 40, Van Daele).
- 1y. Approve Agreement with School Services of California (SSC) for 2009/2010.
- 1z. Approve Organizational Memberships for 2009/2010.
- 1aa. Approve Contract with Republic Indemnity Company of America to provide workers' compensation excess insurance coverage at a cost not to exceed \$62,449.00 for 2009/2010.
- 1bb. Approve Municipal Lease Agreement Number CFS-1045 (02/08), Acquisition Agreement Lease Purchase Number SLS-004 January 2008 CBS, both with Canon Financial Services, Inc. (CFS), and Maintenance Agreement SER-023 December 2008 CBS, with Canon Business Solutions, Inc. (CBS), for new Canon digital copiers in Nutrition Services.

Discussion/Action Items

- 2a. Hold Public Hearing and Adopt the 2009/2010 Annual Budget

Fullerton resident Steve Hall asked the Board to save the Arts program.

Dr. Gary Cardinale thanked Becky Silva, Suwen Su, and his staff for their hard work on the budget during the last six weeks and commented that Cabinet has worked non-stop since the first week in December on the budget. Dr. Cardinale stated that tonight's budget reflects a 20% across-the-board decrease from the budget that was presented a year ago, that the State has deferred over \$12 million in revenue, and the District is receiving \$1,200 less per child than it is supposed to legally receive. Dr. Cardinale, Suwen Su, and Becky Silva presented a detailed report that included 1) Budget Assumptions and Multi-Year Projections, 2) Cash Deferrals, 3) Contributions, 4) Federal Stimulus Dollars, 5) Program Changes/Reductions, 6) Timelines and Next Steps.

Trustee Berryman commented that she appreciates the hard work and that this is an exercise in compromise for her. Trustee Duncan asked for clarification of what would be re-instated should the District receive additional funds, and Dr. Hovey responded that it would depend on what revenue comes back, consideration of the Budget Advisory Committee's priorities, and consideration of all the input received from the various groups. Dr. Hovey stated that the number one priority is for the District to maintain fiscal solvency.

It was moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to adopt the 2009/2010 Annual Budget – All Funds.

- 2b. Approve 2009/2010 Child Development State Preschool Contract and Adopt Resolution #09/10-02

Moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve the 2009/2010 Child Development State Preschool Contract and Adopt Resolution #09/10-02.

- 2c. Approve requests from Hermosa Drive School and Nicolas Junior High School to waive the laptop survey percentage requirement per the ACLU Settlement Agreement

Fullerton resident Marlene McGlensey discussed her concerns with the Board considering approving this item in light of the budget cuts and asked the Board to vote "no". Fullerton resident Christine Angeli commented she is surprised that this Board item has been requested for approval and urged the Board to vote "no" on this item and item #2d.

Director of Technology and Media Services, Ted Lai, presented a report that included the number of laptops and promethean boards at each school site and the results of the laptop survey that was sent to parents of students at Fislser School, Golden Hill School, Hermosa Drive School, and Nicolas Junior High School. Mr. Lai stated a correction to this item: "Hermosa Drive School fourth grade parents indicated 70% support", not "50% support", as was noted on the posted agenda item. The Board Members had some discussion with District staff with regard to who is committed to raising funds and schools earmarking funds. Trustee Berryman expressed her concerns with adding a 4th grade program this year when the District is cutting so much, that there was significant bad debt related to the laptops, and that this sends a mixed message to the community. There was also discussion about the Fullerton Excellence in Education Foundation's donation of \$60,000 per year to help cover the bad debt.

It was moved by Lynn Thornley, seconded by Ellen Ballard and carried 4-1 (Trustee Berryman voted "no") to approve the requests from Hermosa Drive School and Nicolas Junior High School to waive the laptop survey percentage requirement for incoming students for 2009/2010 as authorized in the ACLU Settlement Agreement. Trustee Berryman reiterated her concerns with expanding a program that has significant liability.

- 2d. Approve Lease Schedule with Academic Capital Group, Inc.

Dr. Gary Cardinale briefly explained the new lease purchase schedule that is required each year to purchase laptops for the incoming grades. Trustee Berryman spoke about her concerns with the liability and sustainability of this program and commented that she does not feel the District should enter into a lease agreement for laptops. It was moved by Lynn Thornley, seconded by Ellen Ballard and carried 4-1 (Trustee Berryman voted "no") to approve the Lease Schedule with Academic Capital Group, Inc., for the District's Apple computers and services District-wide, and delegate to the Superintendent, Assistant Superintendent of Business Services, Director of Business Services, and/or Financial Analyst, the power to negotiate and approve all terms and conditions with Academic Capital Group, Inc., that are in the best interest of the District.

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

Trustee Berryman stated she would like a technology plan presentation and a promethean board implementation plan presentation at a future Board meeting.

Adjournment

President Sugarman adjourned the Regular meeting on June 30, 2009 at 9:16 p.m.

Clerk, Board of Trustees

CONSENT ITEM

DATE: July 21, 2009

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 hires, compensation reductions, extra duty assignment, and resignations.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON July 21, 2009**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Matthew Murray	Substitute Teacher	Employ	100	06/03/09
Patricia Brambila	SDC Preschool, Mod-Severe/Woodcrest	II/1	125	08/27/09

COMPENSATION REDUCTIONS

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Mitch Hovey	Superintendent	3% total compensation reduction for the 09/10 school year	07/01/09
Mark Douglas	Asst. Superintendent Personnel Svcs.	3% total compensation reduction for the 09/10 school year	07/01/09
Janet Morey	Asst. Superintendent Educational Svcs.	3% total compensation reduction for the 09/10 school year	07/01/09

(Please Note: Compensation Reductions for all Classified Managers for the 09/10 school year, including Assistant Superintendent of Business Services, Dr. Gary Cardinale, are included with this July 21, 2009 Board Agenda as part of Consent Item #1t, Classified Personnel Report)

Approve 3% total compensation reduction for the 09/10 school year for the following Certificated Management employees:

Susan Albano	Sharon Dyer	Darek Jaronczyk	Dave Palmer	Harold Sullivan
Erik Bagger	Lauralyn Eschner	Alfonso Jimenez	Karen Paulsson	Karen Towers
Mathew Barnett	Sue Faassen	Robert Johnson	Jackie Pearce	Ken Valburg
Gaye Besler	Gretchen Francisco	Sue Khalili	Dennis Perry	Steve Valdez
Julie Brandon	Robin Gilligan	Ann Kim	Paula Pitluk	Debbie Warren
Laura Bruce	Karen Green	Ted Lai	Katina Rhodes	Marilyn White
Sung Chi	Estella Grimm	Peggy Linne	Debi Rosengarten	
Becky D'Arrigo	Sherry Hoyt	Yolanda McComb	Randa Schmalfeld	
Vicki Duffy	Kathy Ikola	Susan Mercado	Jennifer Shepard	
Sherry Dustin	Robert Jacobs	Ramon Miramontes	Michele Succar	

EXTRA DUTY ASSIGNMENT

Woodcrest Summer School – Special Education

NAME	ASSIGNMENT	ACTION	EFFECTIVE DATE
Sharon Dyer	Site Lead	60% per diem Management Salary Schedule, Class V, Step F 21 duty days, budget #123 50%, 124 50%	07/01/09-07/17/09

RESIGNATIONS

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Shelly Revere	Leave of Absence 2008/2009	Resign	06/12/09
Laura Sobchik	Leave of Absence 2008/2009	Resign	06/12/09
Jane Walker	School Readiness Nurse/ Richman	Resign	06/12/09

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 21, 2009.

Clerk/Secretary

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., 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 School 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 this evening 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.

GC:sg
Attachment

FULLERTON SCHOOL DISTRICT*Gifts – July 21, 2009*

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Acacia PTA (PTA)	Monetary donation of \$15,500.00 for P.E., Accelerated Readers, Connected and Wednesday folders
Acacia	Acacia PTA (PTA)	Monetary donation of \$1,425.00 for All the Arts for All the Kids
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$691.40 for office supplies
Beechwood	Beechwood PTA (PTA)	Monetary donation of \$3,165.00 for the technology program
District	Costco Wholesale (Community Partner)	Monetary donation of a \$75.00 gift card to purchase items for the District office end of the year barbeque
Fern Drive	The Rotary Club of Fullerton (Community Partner)	Donation of books for the school, estimated value \$844.00
Fern Drive	Supervalu (Community Partner)	Monetary donation of \$342.17 for the school
Fisler	Slotsy Tours and Travel, Inc. (Community Partner)	Monetary donation of \$250.00 for the purchase of savings bonds for 8 th grade promotion students
Hermosa	Hermosa PTA (PTA)	Monetary donation of \$1,350.00 for All the Arts for All the Kids
Hermosa	Mr. and Mrs. Gialamas (Parents)	Monetary donation of \$120.00 for the laptop program
Ladera Vista	The Fullerton Elementary Teachers Association (Community Partner)	Monetary donation of \$100.00 for the jazz band
Laguna Road	MedCoast MedServices (Community Partner)	Monetary donation of \$350.00 for the outdoor education science program
Laguna Road	Cantrell Photography (Community Partner)	Monetary donation of \$1,190.00 for the school
Maple	Edison International (Community Partner)	Monetary donation of \$100.00 for the 4 th grade class

FULLERTON SCHOOL DISTRICT

Gifts – July 21, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Maple	Soroptimist Int'l of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for the Mustang Club
Maple	Washington Mutual (Community Partner)	Monetary donation of \$134.90 for the school
Nicolas	Kathy Maesele (Staff)	Monetary donation of \$25.00 for the library
Parks	Toyota Motor Sales (Community Partner)	Monetary donation of \$150.00 for the yearbook program
Parks	Chi D. Kim (Parent)	Monetary donation of \$51.00 for instructional supplies
Raymond	Raymond PTA (PTA)	Monetary donation of \$1,275.00 for the All the Arts for All the Kids program
Raymond	Raymond PTA (PTA)	Monetary donation of \$1,145.99 for the PTA Spring Book Fair
Richman	Corpus Christi Institute (Community Partner)	Monetary donation of \$250.00 for library books
Richman	Soroptimist Int'l of Fullerton (Community Partner)	Monetary donation of \$500.00 for the Richman Readers Book Fund
Richman	Orange County Community Foundation (Community Partner)	Monetary donation of \$500.00 for the Richman Readers Book Fund
Rolling Hills	Rolling Hills PTA (PTA)	Monetary donation of \$720.00 for 6 th grade outdoor education
Rolling Hills	Rolling Hills PTA (PTA)	Monetary donation of \$2,450.00 for the All the Arts for All the Kids program
Sunset Lane	Carlie De La Torre (Student)	Monetary donation of \$200.00 for the school

CONSENT ITEM

DATE: July 21, 2009

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

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

PREPARED BY: Suwen Su, Director of Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED C22C0162 THROUGH C22C0166, C22D0959 THROUGH C22D0961, C22M0349 THROUGH C22M0353, C22R0986 THROUGH C22R1047, C22S0182 THROUGH C22S0183, C22T0050 THROUGH C22T0051, C22V0156 THROUGH C22V0164 FOR THE 2008/2009 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered C22C0162 through C22C0166, C22D0959 through C22D0961, C22M0349 through C22M0353, C22R0986 through C22R1047, C22S0182 through C22S0183, C22T0050 through C22T0051, C22V0156 through C22V0164 for the 2008/2009 fiscal year.

GC:SS:sg
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 07/21/2009

FROM 06/09/2009 TO 06/29/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22C0162	CSJ EDUCATIONAL NETWORK	1,000.00	1,000.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22C0163	SCHOOL SERVICES OF CALIFORNIA	125.00	125.00	0153750799 5210	Business Administration DC / Conferences and Meetings
C22C0164	ORANGE CNTY DEPARTMENT OF EDUC	25.00	25.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
C22C0165	ORANGE CNTY DEPARTMENT OF EDUC	110.00	110.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
C22C0166	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0130618101 5210	Peer Assist Review Inst Laguna / Conferences and
C22D0959	DAILY JOURNAL CORPORATION	139.20	139.20	0153150759 5902	Warehouse DC / Communications Advertisement
C22D0960	BARNES AND NOBLE INC	5,470.79	5,470.79	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
C22D0961	LAKESHORE LEARNING	9,141.47	9,141.47	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
C22M0349	CONSOLIDATED ELECTRICAL	341.68	341.68	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0351	FERGUSON ENTERPRISES INC	6,577.14	6,577.14	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0352	HOWARD INDUSTRIES INC	2,040.00	2,040.00	1453323859 4363	Deferred Maint Fac Parks Jr Hi / Materials and Supplies
C22M0353	FIRE CONNECTION	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22R0986	PANIAGUA, LORENA	58.67	58.67	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
C22R0987	LOGICAL CHOICE TECHNOLOGIES	2,809.92	2,809.92	0138352221 4350	Math Science Instr Staff Dev / Materials and Supplies
C22R0988	ORANGE COUNTY FAIR AND EVENTS	234.00	234.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22R0989	ACOSTA, ALFRED	164.56	164.56	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0990	HERNANDEZ, MARGARITA	277.58	277.58	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0991	FIORILLO, LISA	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0992	KALACHE, LUCY	297.50	297.50	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0993	EDUCATIONAL RESOURCES	45.45	45.45	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
C22R0994	TAYLOR, MELINDA	242.56	242.56	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R0995	DIAMOND TROPHY AND ENGRAVING	265.63	265.63	0152151749 5895	Personnel Serv Certificated DC / Service Awards
C22R0996	HOME DEPOT, THE	248.95	248.95	0109721109 4310	Suppl Grant Support Orangethrp / Materials and Supplies
C22R0997	DESAI, SHITAL	18.83	18.83	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/21/2009**

FROM 06/09/2009 TO 06/29/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0998	CANDELARIA, MELINDA L	116.03	116.03	0111720109 4310	Hourly Intervention Nicolas / Materials and Supplies Instr
C22R0999	LEE, RACHEL	346.63	346.63	0111720109 4310	Hourly Intervention Nicolas / Materials and Supplies Instr
C22R1000	ASCARI, PATRICIA	51.42	51.42	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22R1001	CANDELARIA, MELINDA L	71.69	71.69	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22R1002	BANKS, COURTNEY	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R1003	MENDES TRAINING AND CONSULTING	207.75	207.75	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22R1004	VOSSELER, ELIZABETH	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R1005	MEJIA, TERESA	122.65	122.65	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R1006	LEVINE, BLAIR	146.31	146.31	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R1007	BERGERON, SUE	397.86	397.86	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R1008	BELL, KAREN	216.36	216.36	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R1009	HUNTINGTON BEACH, CITY OF	360.00	360.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22R1010	RENAISSANCE LEARNING INC	14.75	14.75	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
C22R1011	SOUTHERN CALIFORNIA RISK MANAG	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
C22R1012	FAASSEN, SUE	295.00	295.00	0111610109 4310	Donations Instr Acacia / Materials and Supplies Instr
C22R1013	HECHT, GEOFF	87.52	87.52	0110223149 4310	Summer Sports Parks / Materials and Supplies Instr
C22R1014	SILVA, JESUS	120.61	120.61	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
C22R1015	PAK, PATRICIA	114.73	114.73	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R1016	CISNEROS, MARGARET	92.91	92.91	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22R1017	MONTOYA, KRISTIN	223.45	223.45	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22R1018	PEPPER MUSIC, J W	503.40	503.40	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
C22R1019	CJ ENTERPRISES	450.00	125.00	0110217119 4310	LV Productions / Materials and Supplies Instr
			275.00	0110217132 4310	Dance Production Ladera Vista / Materials and Supplies
			50.00	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/21/2009

FROM 06/09/2009 TO 06/29/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R1020	CJ ENTERPRISES	1,237.50	1,237.50	0110217119 4310	LV Productions / Materials and Supplies Instr
C22R1021	HOME DEPOT, THE	104.55	104.55	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
C22R1023	LOWES HIW INC	478.83	478.83	0109713109 4310	Suppl Grant Support Fern Dr / Materials and Supplies Instr
C22R1024	KNOTT'S BERRY FARM	1,540.33	1,540.33	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R1025	DIAMOND TROPHY AND ENGRAVING	186.40	186.40	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22R1026	SUNNY HILLS FLORAL DESIGN	150.00	150.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22R1027	STRAUSS, IRENE	28.75	28.75	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22R1028	BOYS AND GIRLS CLUB OF FULLERT	22,356.00	22,356.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R1029	BOYS AND GIRLS CLUB OF FULLERT	22,356.00	22,356.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R1030	LONE KID SCREEN PRINTING	435.00	435.00	0110223149 4310	Summer Sports Parks / Materials and Supplies Instr
C22R1031	RABOR, WILSON	214.00	214.00	0152258749 5885	Personnel Commission Discret / Classified Employees
C22R1032	FULLERTON, CITY OF	56,943.00	56,943.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R1033	BOCZ, REBECCA	98.87	98.87	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
C22R1034	BASS, KIM	283.83	283.83	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
C22R1035	FULLERTON EDUCATIONAL FOUNDATI	329.10	329.10	0156500001 8675	Field Trip Transportaion Rev / Transportation Fees
C22R1036	ORANGE COUNTY REGISTER	120.36	120.36	0153050799 5830	Business Administration DC / Legal Advertising
C22R1037	LOCKHART, PATRICIA	52.30	52.30	0140323279 4350	School Administration Discret / Materials and Supplies
C22R1038	KIM, CHRISTINA	168.18	168.18	0108819101 4310	Pre Kindergarten Instr Maple / Materials and Supplies Instr
C22R1039	ZAVALA, MAYRA	226.37	226.37	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
C22R1040	YMCA OF ORANGE COUNTY	105,007.03	105,007.03	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R1041	UC REGENTS	1,500.00	1,500.00	0136417101 4310	Sch Block Grant Instr Ladera V / Materials and Supplies
C22R1042	SUPPLY MASTER	566.36	566.36	0153750799 4350	Business Administration DC / Materials and Supplies
C22R1043	UYENO, DEBRA	125.48	125.48	0111916109 4310	Phelps Grant Hermosa Drive / Materials and Supplies Instr
C22R1044	GRAVES, JANE	172.37	172.37	0111916109 4310	Phelps Grant Hermosa Drive / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 07/21/2009

FROM 06/09/2009 TO 06/29/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R1045	APPLE COMPUTER INC.	1,095.32	1,095.32	0136152101 4310	IM Library Ed Tech Centr Instr / Materials and Supplies
C22R1046	TWIW INSURANCE SERVICES LLC	62,449.00	62,449.00	6852458741 5450	Workers Comp Admin / Insurance Premiums
C22R1047	EDUCATIONAL RESOURCES	56.85	56.85	0153750799 4350	Business Administration DC / Materials and Supplies
C22S0182	OFFICE DEPOT BUSINESS SERVICE	286.06	286.06	0100000000 9320	Unrestricted / Stores
C22S0183	RAYVERN LIGHTING SUPPLY CO INC	1,444.64	1,444.64	0100000000 9320	Unrestricted / Stores
C22T0050	SOUTHERN COUNTIES OIL CO	1,374.68	1,374.68	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
C22T0051	QUALITY GLASS	72.44	72.44	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22V0156	PROVANTAGE	7,650.97	1,531.26	0136152101 4310	IM Library Ed Tech Centr Instr / Materials and Supplies
			6,119.71	0136152101 6410	IM Library Ed Tech Centr Instr / New Equip Less Than
C22V0157	ASA COMPUTERS INC	3,388.15	3,388.15	0136152101 6410	IM Library Ed Tech Centr Instr / New Equip Less Than
C22V0158	ASA COMPUTERS INC	1,532.29	1,532.29	0136152101 6410	IM Library Ed Tech Centr Instr / New Equip Less Than
C22V0159	VIRCO MANUFACTURING	1,617.19	1,617.19	1208530271 6410	Childcare Admin Fisler / New Equip Less Than \$10,000
C22V0160	VIRCO MANUFACTURING	1,617.19	1,617.19	1208530271 6410	Childcare Admin Fisler / New Equip Less Than \$10,000
C22V0161	APPLE COMPUTER INC.	1,666.82	1,666.82	0130420101 6410	SBCP Instr Nicolas / New Equip Less Than \$10,000
C22V0162	LAKESHORE LEARNING	1,302.83	1,302.83	1208516101 6410	Childcare Instr Hermosa Drive / New Equip Less Than
C22V0163	OTHER WORLD COMPUTING	2,342.19	2,342.19	0136152101 6410	IM Library Ed Tech Centr Instr / New Equip Less Than
C22V0164	APPLE COMPUTER INC.	4,699.05	4,699.05	0136152101 6410	IM Library Ed Tech Centr Instr / New Equip Less Than
	Fund 01 Total:	278,023.74			
	Fund 12 Total:	4,896.54			
	Fund 14 Total:	2,040.00			
	Fund 68 Total:	71,636.50			
	Total Amount of Purchase Orders:	356,596.78			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES 07/21/2009

FROM 06/09/2009 TO 06/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22S0174	SOUTHWEST SCHOOL SUPPLY	1,369.17	-58.73	0100000000 9320	Unrestricted / Stores
C22S0180	CORPORATE EXPRESS	100.92	-39.42	0100000000 9320	Unrestricted / Stores
C22V0154	APPLE COMPUTER INC.	59,583.94	-47.85	0122352101 6410	EETT Round 4 Instructional / New Equip Less Than \$10,000
C22X0120	PARKER AND COVERT LLP	79,300.00	+18,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
			+2,000.00	0152351709 5825	Contract Admin Discret / Legal Assistance
C22X0125	ALLIED INTERPRETING SERVICES I	13,925.00	+925.00	0142054201 5805	Special Ed Administration / Consultants
C22X0162	RUTAN AND TUCKER	11,906.00	+1,906.00	0152950709 5825	Districtwide Legal Exp DC / Legal Assistance
C22X0507	ASSISTIVE TECHNOLOGY EXCHANGE	1,952.00	+500.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
C22Y0001	C AND C AUTOMOTIVE DISTRIBUTOR	7,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22Y0002	PACIFIC SUPPLY COMPANY	8,000.00	+800.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22Y0003	FACTORY MOTOR PARTS COMPANY	3,460.00	+160.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22Y0021	AZ BUS SALES	1,240.00	+120.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22Y0028	TRANSPORTATION CHARTER	29,660.00	+3,675.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
C22Y0029	FULLERTON JOINT UHSD	11,169.00	+569.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
C22Y0030	SILVER STATE COACH INC	10,578.00	+3,003.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
C22Y0032	ORANGE UNIFIED SCHOOL DISTRICT	21,020.00	+1,020.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
C22Z0019	EVERGREEN	8,500.00	+3,500.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
C22Z0034	HORIZON	2,900.00	+1,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
C22Z0049	PEST OPTIONS INC	26,000.00	+1,000.00	0154753849 5800	Grounds Discretionary / Other Contracted Services
Fund 01 Total:			38,532.00		
Total Amount of Change Orders:			38,532.00		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/21/2009

FROM 06/09/2009 TO 06/29/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0930	LOGICAL CHOICE TECHNOLOGIES	10,637.74	10,637.74	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
C22D0931	LOGICAL CHOICE TECHNOLOGIES	14,077.02	14,077.02	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0932	LOGICAL CHOICE TECHNOLOGIES	6,343.18	3,171.59 3,171.59	0107916109 4310 0109716109 4310	PTA Grant Instr Hermosa / Materials and Supplies Instr Suppl Grant Support Hermosa Dr / Materials and Supplies
C22D0934	LOGICAL CHOICE TECHNOLOGIES	32,119.67	32,119.67	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
C22M0350	SHEFFIELD POTTERY	558.95	558.95	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22V0144	LOGICAL CHOICE TECHNOLOGIES	6,926.57	3,621.60 3,304.97	0111923109 4310 0111923109 6410	Phelps Grant Parks / Materials and Supplies Instr Phelps Grant Parks / New Equip Less Than \$10,000
C22V0145	LOGICAL CHOICE TECHNOLOGIES	35,211.30	27,159.12 8,052.18	0111929109 4310 0111929109 6410	Phelps Grant Woodcrest / Materials and Supplies Instr Phelps Grant Woodcrest / New Equip Less Than \$10,000
C22V0146	LOGICAL CHOICE TECHNOLOGIES	6,283.58	1,794.38 4,489.20	0111929109 4310 0111929109 6410	Phelps Grant Woodcrest / Materials and Supplies Instr Phelps Grant Woodcrest / New Equip Less Than \$10,000
C22V0147	LOGICAL CHOICE TECHNOLOGIES	10,472.63	2,990.63 7,482.00	0136422101 4310 0136422101 6410	Sch Block Grant Instr Pacific / Materials and Supplies Instr Sch Block Grant Instr Pacific / New Equip Less Than
C22V0148	LOGICAL CHOICE TECHNOLOGIES		15,888.76	0136422101 4310	Sch Block Grant Instr Pacific / Materials and Supplies Instr

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/21/2009

FROM 06/09/2009 TO 06/29/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22V0148	*** CONTINUED ***		13,420.29	0136422101 6410	Sch Block Grant Instr Pacific / New Equip Less Than
		29,309.05			
C22V0149	LOGICAL CHOICE TECHNOLOGIES		39,659.60	0121019101 6410	High Priority Inst Maple / New Equip Less Than \$10,000
			19,515.95	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
		59,175.55			
C22V0151	CDW.G		1,067.87	0111912109 6410	Phelps Grant Commonwealth / New Equip Less Than
		1,067.87			
	Fund 01 Total:	212,183.11			
	Total Amount of Purchase Orders:	212,183.11			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/21/2009

FROM 06/09/2009 TO 06/29/2009

<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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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

07/21/2009

FROM 06/09/2009 TO 06/29/2009

<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>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/21/2009

FROM 06/09/2009 TO 06/29/2009

<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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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 07/21/2009

FROM 06/09/2009 TO 06/29/2009

<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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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

07/21/2009

FROM 06/09/2009 TO 06/29/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE ACCOUNT</u> <u>AMOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/21/2009

FROM 06/09/2009 TO 06/29/2009

<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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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 111293 THROUGH 111304, OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED DJ-110011 AND GS-110011, AND PROCESSED FOOD AND COMMODITY PURCHASE ORDER NUMBER GS-110012 FOR THE 2008/2009 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated June 9, 2009, through June 30, 2009, contains purchase orders numbered 111293 through 111304, out-of-date sequence purchase orders numbered DJ-110011 and GS-110011, and processed food and commodity purchase order number GS-110012 totaling \$166,533.23.

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 111293 through 111304, out-of-date sequence purchase orders numbered DJ-110011 and GS-110011, and processed food and commodity purchase order number GS-110012 for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
06-09-09 through 06-30-09

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
6/1/2009	DJ Co-ops	DJ-110011	Commodity	724.95
6/1/2009	Gold Star Foods	GS-110011	Commodity	235.98
Processed Food & Commodity P.O.'s				
6/15/2009	Gold Star Foods	GS-110012	Commodity	184.68
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				960.93
Total Processed Food & Commodity P.O.'s				184.68
Total Purchase Orders from Purchase Order Summary Report				165,387.67
TOTAL PURCHASE ORDERS				\$ 166,533.28

Fullerton School District

Food Services

Date 07/01/2009

Time 07:52

PURCHASE ORDER SUMMARY

(06/09/2009 - 06/30/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Ambient Environmental, Inc.	111298	06/12/2009	0.00	0.00	0.00	9,800.00	9,800.00
			0.00	0.00	0.00	9,800.00	9,800.00
Edlund Company, Inc.	111297	06/12/2009	0.00	0.00	0.00	380.00	380.00
			0.00	0.00	0.00	380.00	380.00
Fullerton School District	111304	06/30/2009	0.00	0.00	0.00	147,637.28	147,637.28
			0.00	0.00	0.00	147,637.28	147,637.28
Joseph Webb Foods, Inc.	111296	06/10/2009	0.00	218.47	0.00	0.00	218.47
			0.00	218.47	0.00	0.00	218.47
Petty Cash	111301	06/23/2009	0.00	139.50	0.00	27.92	167.42
			0.00	139.50	0.00	27.92	167.42
Print Printing, Inc.	111294	06/09/2009	0.00	0.00	0.00	4,150.00	4,150.00
			0.00	0.00	0.00	4,150.00	4,150.00
Ramco Refrigeration	111300	06/19/2009	0.00	0.00	0.00	220.50	220.50
			0.00	0.00	0.00	220.50	220.50
Schoolhouse Software, Inc.	111303	06/26/2009	0.00	0.00	0.00	984.40	984.40
			0.00	0.00	0.00	984.40	984.40
Swift Produce	111293	06/09/2009	0.00	0.00	0.00	158.90	158.90
	111295	06/09/2009	0.00	0.00	0.00	17.35	17.35
	111299	06/15/2009	0.00	0.00	0.00	22.10	22.10
			0.00	0.00	0.00	198.35	198.35
TechRoom	111302	06/24/2009	0.00	0.00	0.00	1,631.25	1,631.25
			0.00	0.00	0.00	1,631.25	1,631.25
			0.00	357.97	0.00	165,029.70	165,387.67

* Totals Are Rounded

Date 07/01/2009
Time 07:41

Fullerton School District
Food Services
P U R C H A S E O R D E R R E P O R T
PO Type: All
Purchase Date
(06/09/2009 - 06/30/2009)

Page 1

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111293	06/09/2009	Swift Produce Produce rec'd 6/9/09	159	0	90
111294	06/09/2009	Print Printing, Inc. Quote#9906	4,150	0	90
111295	06/09/2009	Swift Produce Produce rec'd 6/11/09	17	0	90
111296	06/10/2009	Joseph Webb Foods, Inc. Will Call	218	0	90
111297	06/12/2009	Edlund Company, Inc. Repair 2 electric can openers	380	0	90
111298	06/12/2009	Ambient Environmental, Inc. Removal, patch & paint 2 areas at Nut. Ctr.	9,800	0	90
111299	06/15/2009	Swift Produce Produce rec'd 6/15/09	22	0	90
111300	06/19/2009	Ramco Refrigeration	221	0	90
111301	06/23/2009	Petty Cash Petty Cash Replenishment	167	0	90
111302	06/24/2009	TechRoom Techroom Project Proposal #264	1,631	0	90
111303	06/26/2009	Schoolhouse Software, Inc. Rocketscan Support period : August 2009-July 2010	984	0	90
111304	06/30/2009	Fullerton School District Estimated Payroll and District Expenses for June09	147,637	0	90

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 70178 THROUGH 70467 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$1,809,013.80

Background: Board approval is requested for warrants numbered 70178 through 70467 for the 2008/2009 school year. The total amount presented for approval is \$1,809,013.80.

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

Fund	Amount
01 General Fund	\$1,762,725.57
12 Child Development	7,849.09
14 Deferred Maintenance	22,265.00
21 Building Fund	200.00
23 G.O. Bond 2002B	0.00
25 Capital Facilities	0.00
40 Special Reserve	0.00
68 Workers' Compensation	14,874.64
81 Property/Liability Insurance	1,099.50
Total	\$1,809,013.80

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 70178 through 70467 for the 2008/2009 school year. The total amount presented for approval is \$1,809,013.80.

GC:SS:sg

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7065 THROUGH 7133 FOR THE 2008/2009 SCHOOL YEAR TOTALING \$683,693.51**

Background: Board approval is requested for Nutrition Services warrants numbered 7065 through 7133 for the 2008/2009 school year. The total amount presented for approval is \$683,693.51.

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 7065 through 7133 for the 2008/2009 school year totaling \$683,693.51.

GC:LS:dlh

CONSENT ITEM

DATE: July 21, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: APPROVE THE 2009/2010 AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer* and the Ocean Institute classroom facility in Dana Point. It is requested that the Board approve the Outdoor Science School Agreement for the 2009/2010 school year. The Ocean Institute sites have been approved by Risk Management for the 2009/2010 school year.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute. A copy of the Ocean Institute participation manuals and insurance are on file in the Educational Services office for review.

Commonwealth, Golden Hill, Hermosa Drive, Laguna Road and Rolling Hills Schools have submitted Request for Overnight Field Trip forms to participate in activities at the Ocean Institute. All requests and related documents are on file in the Educational Services office. Once the Agreement is approved, other schools may be added.

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

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

Recommendation: Approve the 2009/2010 Agreement with the Ocean Institute for Outdoor Science School.

JM:JS:nm
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL

This AGREEMENT is entered into this **21st day of July, 2009**, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as “FSD”, and **Ocean Institute**, hereinafter referred to as “OUTDOOR SCIENCE SCHOOL”.

1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education which includes but is not limited to instructional services and activities, hereinafter referred to as “PROGRAM”, for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as “SITE”, to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **July 21, 2009** and ending **June 30, 2010**.

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.

3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.

3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.

3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.

3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.

3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.

4.0 FSD Responsibilities.

4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.

4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.

- 4.3 FSD shall provide one FSD certificated employee to accompany every 25-35 students. (This provision may require adjustment for special education students at the discretion of FSD.)
- 4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.
- 4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.
- 4.6 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.
- 4.7 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.
- 5.0 Fees.
- 5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.
- 5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.
- 5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee Schedule is attached hereto as Exhibit B and incorporated herein by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A "week" is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m. A "day of attendance" is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.
- 5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL's prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL's prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.
- 5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fee for such student shall be mutually agreed to by FSD and the OUTDOOR SCIENCE SCHOOL. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.

5.6 In the event of any condition which would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.

5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, personal injury, property damage, premises-operations, products-completed operations, automobile liability, and sexual abuse liability, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District Board, its agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by Fullerton School District shall be excess and non contributory."

9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.

9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department."

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD's equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.

11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.

11.3 If FSD must cancel all or a portion of FSD's week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD may, at any time, terminate this AGREEMENT by providing OUTDOOR SCIENCE SCHOOL written notice specifying the desired date of termination. FSD agrees to deposit \$500.00 with the OUTDOOR SCIENCE SCHOOL to guarantee that the PROGRAM and SITE are available as agreed to in this AGREEMENT. This deposit is fully refundable if written notice of cancellation by FSD to the OUTDOOR SCIENCE SCHOOL is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the SITE. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the OUTDOOR SCIENCE SCHOOL. The \$500.00 deposit is due

to the OUTDOOR SCIENCE SCHOOL on the effective date of this Agreement. Upon written notice of cancellation by FSD to the OUTDOOR SCIENCE SCHOOL, the OUTDOOR SCIENCE SCHOOL shall have the right to offer the PROGRAM and the SITE to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

FSD: Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833
Attn: Educational Services

Outdoor Science School:
Ocean Institute
24200 Dana Point Harbor Drive
Dana Point, CA 92629
(949) 496-2274
Attn: Rachel Gomez

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

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

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

Fullerton School District

Outdoor Science School/Ocean Institute

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

DESCRIPTION OF THE OUTDOOR SCIENCE AND ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE

Outdoor Education

Programs utilize the Lazy W Ranch, located in the Cleveland National Forest just east of San Juan Capistrano, as an ideal setting to immerse students in the exploration of both California's history and natural environment. Students can build Native American shelters, make tortillas, and pan for gold in a mountain stream, or hike through the chaparral, perform research with scientific equipment, and observe wildlife during the day or while spending the night in one of our rustic cabins.

Maritime / History

Innovative dockside and at-sea programs aboard the *Pilgrim* and *Spirit of Dana Point*. Living history programs that allow students to become sailors in Post Revolutionary War America, hide gatherers of R.H. Dana's *Two Years Before the Mast*, and Argonauts traveling to the California Gold Rush to make their fortunes. At-sea programs include Catalina sailing adventures and hands-on day-sails aboard the *Spirit of Dana Point*.

Science

Programs in a variety of age appropriate labs or at-sea excursions aboard the *Research Vessel Sea Explorer*. Teaching stations vary depending on program and grade level. Programs feature state-of-the-art scientific oceanographic research equipment and topics include marine life, life cycles, and fish dissections. Program length varies from one hour to multi-day trips with a night on our sleep deck or at Catalina Island.

EXHIBIT B

FEE SCHEDULE

A deposit of \$400 is required to secure a program dates about the tallships, and a \$500 deposit is required to secure dates at the Lazy W. Deposits are due within 30 days of the program agreement issue date, or a mutually agreed upon date between the Ocean Institute and FSD. The balance for the program, is required 10 days prior to the program start date.

Event:	Fee:
Chaparrel to Ocean Science School 3-day trip	\$225-241.00 per student (varies by month)
Pilgrim/Spirit of Dana Point 2-day trip	\$2,700-2,750 group rate
Research Vessel Sea Explorer	\$16.00 per student (1-hour lab experience)

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES,
RULES, REGULATIONS AND FORMS

OCEAN INSTITUTE- ADULT MEDICAL FORM

Name _____

Address _____ City _____ State _____ Zip _____

Home Telephone Number (____) _____ - _____

Age _____ Date of Birth ____/____/____

Social Security Number _____ - _____ - _____

Closest Relative (to notify in the event of an emergency)

Name _____

Address _____ City _____ State _____ Zip _____

Home Telephone Number (____) _____ - _____

Work Telephone Number (____) _____ - _____

Additional Emergency Contact

Name _____

Address _____ City _____ State _____ Zip _____

Home Telephone Number (____) _____ - _____

Work Telephone Number (____) _____ - _____

Insurance Information

Medical Insurance Group Name and Number _____

Additional Information

Do you have any physical or medical conditions or restrictions?

If yes, please explain _____

Do you have any allergies? Please specify _____

Do you regularly take any prescription medications? Please specify _____

STUDENT MEDICAL FORM

PLEASE PRINT CLEARLY

I/We, the parent(s) or guardian(s) of the participant named below, wish to register my/our child in the Ocean Institute's _____ Program. Dates attending _____ to _____.

Participant's Name (Last) _____ (First) _____

Home Phone (____) _____ Cell Phone(____) _____ Birth date ____ / ____ / ____

Address _____ City _____ State _____ Zip _____

In case of emergency, please notify: Parent(s)/Guardian(s)
Name _____

Address _____ City _____ State _____ Zip _____

Daytime Phone Number (____) _____ *Business Number (____) _____

*Employer _____ *Social Security Number _____

Alternate Person in case of emergency, please notify: _____ at (____) _____

Name/Phone number of Family Physician _____

Name/Number of family medical insurance carrier _____

* For Medical Insurance Claims only

PARTICIPANT HEALTH INFORMATION

1. Does the participant have any physical or medical conditions or restrictions? Yes ____ No ____

If so, please describe: _____

If your child has a special medical or physical condition, your physician should understand that the participant will be away from home for two full days. Please have your physician write a note indicating agreement that the participant is fit enough to fully participate in the program and to also include any special instructions.

2. Is your child subject to any of the following? Please circle:

Homesickness Sleepwalking Bed wetting (send extra bedding) Car/motion sickness

3. Does your child have any dietary requirements or restrictions? Yes ____ No ____

If so, please describe: _____

4. Does your child have any allergies that may be of concern? Yes ____ No ____

If so, please describe the severity: _____

5. Has the participant recently been ill or exposed to any communicable diseases? Yes ____ No ____

If so, please explain: _____

6. MEDICATION

In order for your child to receive any prescription medication during the _____ program, an **ADMINISTRATION OF MEDICATION** form must be completed by a parent or guardian and your child's physician. For prescription medication, a form must be completed for each medication prescribed for the period your child will attend the program. The prescription container must be clearly labeled with the following information:

- a. Participant's full name
- b. Physician's name
- c. Physician's phone number
- d. Name of medication
- e. Dosage
- f. Expiration date of Rx.

Each medication must be in a separate container.

In order for your child to **bring** and receive any non-prescription medication (headache remedies, upset stomach remedies) during the program, an **ADMINISTRATION OF MEDICATION** form must be completed by a parent or guardian and your child's physician. Any non-prescription medication you send with your child must be in the original container and clearly labeled with your child's name. **No child will be allowed to take any non-prescription medication unless this form is completed, with a physician's signature, and the medication is sent to the program with the teacher-in-charge.**

If your child is under a doctor's care for an acute or chronic condition, your physician should understand that the child will be away for two or more days. Any special instructions should be attached to this form.

AUTHORIZATION AND CONSENT FOR PARTICIPANT TREATMENT

1. Parents will be notified immediately when a child becomes injured or seriously ill, and aid will be according to the parent's wishes. Arrangements will be made with the parent(s) to pick up their child if desired.
2. A child will not be released during the program to anyone other than parent or guardian except on written or verbal request by the parent or guardian.
3. I/We _____ do hereby authorize the Ocean Institute staff as agents for the undersigned to consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician and/or surgeon licensed under the provisions of the California Medical or Dental Practices Act on the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at office of said physician or said hospital.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of aforesaid agents to give specific consent to any and all such diagnosis, treatment, or hospital care which the aforementioned physician in the exercise of his best judgment may deem advisable. This authorization is given pursuant to the provisions of Section 25.8 of Civil Code of California. This authorization shall remain in effect until _____ (date) unless revoked sooner in writing and delivered to said agents.

Signature of Adult Participant or Parent/Legal Guardian of Child

Date

If it is desired that no medical treatment be given to the participant please provide the necessary instruction and sign here.

Signature of Adult Participant or Parents/Legal Guardian of Child

Date

ADMINISTRATION OF MEDICATION, PAGE 1

Name of Participant _____

Dates Attending _____

The nature of the program requires that all children participate in a variety of learning and social activities involving vigorous walking and hiking. Standardized, well-balanced meals are provided.

It is understood that the Ocean Institute is not legally obligated to administer medication to my/our child, and therefore, I/we agree to hold the Ocean Institute and its personnel free from any and all responsibility for the results of such medication, or the manner in which it is administered and to indemnify each of them against the loss of reason of any civil judgment arising out of these arrangements which may be rendered against them.

INSTRUCTIONS

No one is to administer medication to any child without authorization of the parent(s) or guardian(s). If you wish your child to receive medication you must fill out Part I: Prescription Medication and/or Part II: Non-Prescription Medication. These forms will be kept with the medication. **A parent/ guardian and physician's signature is required for each of these sections.**

Part I: Prescription Medication

MEDICATION 1

Diagnosis _____ Date of Examination _____

Medication Prescribed _____ Dosage _____

Schedule and Method of Administration _____

Comments _____

Physician's Signature _____

Parent(s)/Guardian(s) Signature _____

MEDICATION 2

Diagnosis _____ Date of Examination _____

Medication Prescribed _____ Dosage _____

Schedule and Method of Administration _____

Comments _____

Physician's Signature _____

Parent(s)/Guardian(s) Signature _____

ADMINISTRATION OF MEDICATION, PAGE 2

Name of Participant

Dates Attending

Part II: Non-Prescription Medication

MEDICATION 1

Medication _____

Dosage _____

Reason for Administration on Medication

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

MEDICATION 2

Medication _____

Dosage _____

Reason for Administration on Medication

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

MEDICATION 3

Medication _____

Dosage _____

Reason for Administration on Medication

Schedule and Method of Administration

Comments

Physician's Signature

Parent(s)/Guardian(s) Signature

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: APPROVE THE 2009/2010 AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board approve the Outdoor Science School Agreement for the 2009/2010 school year. Camp High Trails has been approved by FSD Risk Management and ASCIP for the 2009/2010 school year.

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

Raymond and Rolling Hills Schools have submitted Request for Overnight Field Trip forms to participate in activities at Camp High Trails. All requests and related documents are on file in the Educational Services office.

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

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

Recommendation: Approve the 2009/2010 Agreement with Camp High Trails for Outdoor Science School.

JM:JS:nm
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL

This AGREEMENT is entered into this **21st day of July, 2009**, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as “FSD”, and **Camp High Trails Outdoor Science School**, hereinafter referred to as “OUTDOOR SCIENCE SCHOOL”.

1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education which includes but is not limited to instructional services and activities, hereinafter referred to as “PROGRAM”, for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as “SITE”, to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **July 22, 2009 and ending June 30, 2010**.

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.

3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.

3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.

3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.

3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.

3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.

4.0 FSD Responsibilities.

- 4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.
- 4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.
- 4.3 FSD shall provide one FSD certificated employee to accompany every 25-35 students. (This provision may require adjustment for special education students at the discretion of FSD.)
- 4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.
- 4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.
- 4.6 FSD shall require that the FSD certificated employee takes an active role in teaching and supervising his/her students.
- 4.7 FSD shall require that the FSD certificated employee provides his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.
- 5.0 Fees.
 - 5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.
 - 5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.
 - 5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee Schedule is attached hereto as Exhibit B and incorporated herein by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A "week" is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m.

A “day of attendance” is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

- 5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL’s prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL’s prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.
- 5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fee for such student shall be mutually agreed to by FSD and the OUTDOOR SCIENCE SCHOOL. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.
- 5.6 In the event of any condition which would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.
- 5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD’s students and/or employees.

8.0 Indemnification.

- 8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.
- 8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

- 9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, personal injury, property damage, premises-operations, products-completed operations, automobile liability, and sexual abuse liability, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:
- (a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."
- (b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."
- 9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.
- 9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia

Drive, Fullerton, California, 92833, Attn: Educational Services Department.”

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD’s equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.

11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.

11.3 If FSD must cancel all or a portion of FSD’s week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD may, at any time, terminate this AGREEMENT by providing OUTDOOR SCIENCE SCHOOL written notice specifying the desired date of termination. FSD agrees to deposit \$500.00 with the OUTDOOR SCIENCE SCHOOL to guarantee that the PROGRAM and SITE are available as agreed to in this AGREEMENT. This deposit is fully refundable if written notice of cancellation by FSD to the OUTDOOR SCIENCE SCHOOL is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the SITE. Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the OUTDOOR SCIENCE SCHOOL. The \$500.00 deposit is due to the OUTDOOR SCIENCE SCHOOL on the effective date of this Agreement. Upon written notice of cancellation by FSD to the OUTDOOR SCIENCE SCHOOL, the OUTDOOR SCIENCE SCHOOL shall have the right to offer the PROGRAM and the SITE to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally

provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

FSD: Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833
Attn: Educational Services

Outdoor Science School:

**Camp High Trails Outdoor Science School
P.O. Box 2640
Big Bear City, CA 92314
Attn: Drizzt Cook, Director**

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

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

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

Fullerton School District

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

DESCRIPTION OF THE OUTDOOR SCIENCE AND ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE

All taken directly from available literature at www.thehightrailsway.com

Schools

Welcome to High Trails! Started in 2000, we're a Big Bear based small business that focuses on one thing only: residential outdoor education for elementary schools. This single minded approach has let us consistently refine our program into what is now, we believe, the best thing out there for your students.

This last year we had more than 110 elementary schools and 9,000 students come join us in the mountains for 3, 4 and 5 weekday programs. Of our students, 75% of them are in the sixth grade, 20% are in the fifth grade, and 5% are from other grades.

Good hearted and hard working school teachers take on the task of organizing camp for their students; they educate parents and students, organize paperwork, collect money, and lose sleep. Once camp day comes, students head up to the mountains where High Trails takes over. Visiting teachers have a very free form role in our program; we need their help supervising during meals and in the case a student cannot participate in the program. Other than this they are encouraged to interact with the students, watch classes, catch up on school work, and, like the students themselves, just enjoy their time in the fresh air.

For the students, we look at ourselves as a wonderful combination of both a school and a camp. Our science and ecology based classes, based on California State Standards, are taught from thoughtful and detailed lesson plans in interactive and experiential ways, and offer three activities and one experiment per class. Unlike other science schools, though, we operate on the notion that this one experience may be the only outdoor "camp" experience that many of these students ever see. Because of this, we would be remiss if we did not include the "camp" side of things; classes like climbing, archery, teambuilding and orienteering, songs and skits, and lots of fun, silly games. We want students to understand that life is a proper balance of hard work and fun play.

At camp, students spend their time split between the field and the cabin. In the field, students grab a sack lunch and head off with their field instructor, out of doors the whole day while being taught classes chosen by the visiting school teachers. Dinner is back in camp at the dining hall, after which students switch to their cabin instructor, who teaches night classes, hosts evening programs like snakes and line dancing, and makes sure certain essential demands (showering, sleeping, etc.) are met. After a night's sleep in a heated cabin, students are up and ready for breakfast and the next day. Students are supervised 100% of the time, and our program is purposefully designed to keep students busy and occupied the entire time they are here with us.

Your next step is to take some time and thoroughly explore all of this website. After this, it's time to start in on the details: we encourage you to use every part of the [Teacher's Guide](#), which has all of the information and details you need to start planning your trip. Be sure to check out the [Cabin](#) and the [Field](#). We've done our best to give you a good picture of everything we do up at High Trails, so that you can be confident your students are in for a great experience. There is only one thing that you will not be able to find on this website: personal contact and support. As you have questions or thoughts, big or small, please let us know how we can help you give your students the time of their lives.

Our Sites

We run program at several sites in the San Bernardino National Forest. Though the program, staffing and curriculum are all the exact same, each site offers a bit of it's own character. All of our camps are leased from non-profit organizations believing as we do in the importance of teaching children about nature. Situated at 7,000 feet, we are lucky enough to see all of the seasons; from the falling leaves in the autumn months, to the blanket of snow covering us in the winter, and back again to the flowering trees and plants in the spring.

Overview of Classes at High Trails

ADVENTURE COURSE

Overview:

The Adventure Course takes students along a short hike through the woods loaded with obstacles and challenges. This is one way through to the end of the path. The only way to get there is to talk to each other, utilize everyone's strength and work like a team. This is a low ropes course with a goal; can the entire team make it all the way through?

Objectives:

Students will be able to:

- Establish and experience an atmosphere that makes use of trust, support, encouragement, communication, emotive safety, and challenge by choice through group goal initiatives
- Demonstrate safe and proper use of adventure course equipment and elements
- Participate and successfully complete unique problem solving initiatives using mental, emotional, and physical resources of the group
- Process and share what they saw, thought, felt, and learned during the initiatives
- Transfer and apply new knowledge to actual situations at camp, home, school, or the next initiative

ARCHERY

Overview:

The invention of the bow and arrow played an invaluable role in the progression and growth of the human race. Students will not only learn the importance of archery, but they will also learn basic safety and shooting techniques and get to practice firsthand on our range.

Objectives:

Students will be able to:

- Describe the history of the bow including native and modern hunters
- Summarize the interdependence between native hunting, modern hunting, and our communities
- List the major parts of the modern recurve bow and arrow
- Explain the safety precautions taken while inside the archery range
- Demonstrate the proper techniques for shooting

Vocabulary:

Arrow
Handle
Recurve Bow
Tip

Arrow Rest
Nock
Shaft
Upper/Lower Arm

Fletching
Odd Flight
String

ASTRONOMY

Overview:

Always fascinating, always perplexing, and truly overwhelming, the night sky offers endless discoveries to those wanting to learn and explore. Students will learn about the importance of the cycles of both sun and moon, at the same time, gaining a unique perspective on current issues concerning astronomy. They will also explore, through indoor demonstrations, what different constellations, stars and planets look like, so that they are prepared for the search outside later in the evening.

Objectives:

Students will be able to:

- Identify a diversity of stars, planets, constellations, and asterisms
- Describe the relationship between our planet and the solar system
- Give examples of environmentally responsible choices related to astronomy

Vocabulary:

Asterism
Constellation
Light Year
Moon Cycle
Satellite
Sun

Asteroid
Earth Cycle
Meteor
Orbit
Solar Energy

Astronomy
Galaxy
Milky Way
Planet
Solar System

Comet
Gravity
Moon
Pollution
Star

Science content standards:

Students know:

- The Sun, an average star, is the central and largest body in the solar system and is composed primarily of hydrogen and helium. (5.5.a)
- The solar system includes the Earth, the Moon, the Sun, eight other planets, their satellites, and smaller objects such as asteroids and comets. (5.5.b)
- The path of a planet around the Sun is due to the gravitational attraction between the Sun and the planet. (5.5.c)
- The Sun is the major source of energy for phenomena on the Earth's surface. It powers winds, ocean currents, and the water cycle. (6.4.a)
- Solar energy reaches the Earth through radiation, mostly in the form of visible light. (6.4.b)

CAMPFIRE

Overview:

Closing Campfire takes place on the last night the students are at camp (usually Thursday night) and starts promptly at 7:45pm. It is meant to be a fun experience where all the students at camp, their cabin instructors and their teachers come together and perform skits for one another. It is a great closing for the students to get them ready for their last day of camp, and to be able to act silly for their peers and instructors as well as supporting the other cabins in their performances. Campfire is also a wonderful way to encourage your cabin to work together as a team while preparing their skit, and also encourages them to enhance their public speaking skills.

Objectives:

- Students will perform a skit with their entire cabin working on teambuilding and support skills as well as public speaking skills.
- Students will encourage and support their peers' skits.
- Students will leave campfire calmly, ready to pack and go to sleep.
- Visiting Teachers are recognized and shown appreciation for bringing their students to camp.

CLIMBING

Overview:

Fear. Limits. Safety. Challenge. Rewards. Relief. Memories. A million words can describe our High Challenge Course, which puts students 30 feet in the air on an outdoor climbing wall. The experience is entirely safe and supportive. Afterwards students will discuss the difference between actual and perceived risk, and how it felt before, during, and after their experience.

Objectives:

Students will be able to:

- Establish and experience an atmosphere that makes use of trust, support, encouragement, communication, emotional safety, and challenge by choice.
- Demonstrate safe and proper use of high ropes equipment and elements.
- Participate and successfully complete unique climbing elements using the mental, emotional, and physical resources of the group and self.
- Process and share what they saw, thought, felt, and learned during the initiative.
- Transfer and apply new knowledge to actual situations at camp, home, and school.

Vocabulary:

Belay
Gri-Gri or Belay Pole

Carabiner
Harness

Commands
Helmet

Figure 8 Knot
Rope

EARTHWORKS

Overview:

Mountains, valleys, volcanoes, and beaches. Students become budding geologists as they study weathering, minerals, and the wonders of rocks.

Objectives:

Students will be able to:

- Describe the geologic cycle as it relates to the slow structuring and shaping of the earth
- Identify a diversity of elements, minerals, and rocks
- Describe the interrelationship wildlife and humans have with the fast occurring geologic events

Vocabulary:

Chemical Weathering	Deposition	Element	Erosion
Gem	Geology	Igneous	Mechanical Weathering
Mineral	Rock	Rock Cycle	Sedimentary

Science content standards:

- Students know how to differentiate among igneous, sedimentary, and metamorphic rocks by referring to their properties and methods of formation (the rock cycle). (4.4.a)
- Students know some changes in the earth are due to slow processes, such as erosion, and some changes are due to rapid processes, such as landslides, volcanic eruptions, and earthquakes. (4.5.a)
- Students know natural processes, including freezing and thawing and the growth of roots, cause rocks to break down into smaller pieces. (4.5.b)
- Students know moving water erodes landforms, reshaping the land by taking it away from some places and depositing it as pebbles, sand, silt, and mud in other places (weathering, transport, and deposition). (4.5.c)
- Students know water running downhill is the dominant process in shaping the landscape, including California's landscape. (6.2.a)
- Students know rivers and streams are dynamic systems that erode, transport sediment, change course, and flood their banks in natural and recurring patterns. (6.2.b)
- Students know earthquakes, volcanic eruptions, landslides, and floods change human and wildlife habitats. (6.2.d)

ENVIRONMENTAL AWARENESS

Overview:

Each and every one of us plays an important role in the long-term health and survival of our race and planet. This class will give students a clear understanding of our environment, the challenges we face, and what we can do about it.

Objectives:

Students will be able to:

- Identify a diversity of renewable and nonrenewable resources
- Identify the natural origins of common objects
- Determine energy sources
- Summarize the interrelationship between natural resources and our communities
- Give examples of environmentally responsible choices related to conservation and natural resource utilization

Vocabulary:

4 Rs (reduce, reuse, repair, recycle)	Acid Rain	Alternative Energy Source
Atmosphere	Biomass Conversion	CFCs
Conservation	Fossil Fuel	Geothermal Energy
Greenhouse Effect	Hydroelectricity	Natural Origin
Nonrenewable Resource	Nuclear Energy	Ozone Layer
Pollution	Renewable Resource	Smog
Solar Energy	Wind Energy	

Science content standards:

- Students know the utility of energy sources is determined by factors that are involved in converting these sources to useful forms and the consequences of the conversion process. (6.6.a)

- Students know different natural energy and material resources, including air, soil, rocks, minerals, petroleum, fresh water, wildlife, and forests, and know how to classify them as renewable or nonrenewable. (6.6.b)
- Students know the natural origin of the materials used to make common objects. (6.6.c)

FEATHERED FRIENDS

Overview:

Students will open their eyes in wonder as they explore the natural world of birds. They will investigate first hand the homes and habitats of small birds, hawks, eagles, and owls native to the San Bernardino Mountains.

Objectives:

Students will be able to:

- List biotic and abiotic factors that birds need in order to survive.
- Identify a diversity of local birds and their adaptations.
- Describe the interdependence birds have within an ecosystem.
- Summarize the interrelationship between birds and our communities.
- Give examples of environmentally responsible choices related to birds.

Vocabulary:

Abiotic Factor
Camouflage
Ecosystem
Habitat
Niche

Adaptation
Consumer
Food Chain
Hollow Bones
Predator

Binocular Vision
Contour Feather
Food Web
Limiting Factor
Prey

Biotic Factor
Downy Feather
FWARPS
Monocular Vision

Science standards:

- Students know producers and consumers (herbivores, carnivores, omnivores, and decomposers) are related in food chains and food webs and may compete with each other for resources in an ecosystem. (4.2.b)
- Students know ecosystems can be characterized by their living and nonliving components. (4.3.a)
- Students know that in any particular environment, some kinds of plants and animals survive well, some survive less well, and some cannot survive at all. (4.3.b)
- Students know many plants depend on animals for pollination and seed dispersal, and animals depend on plants for food and shelter. (4.3.c)
- Students know energy entering ecosystems as sunlight is transferred by producers in chemical energy through photosynthesis and then from organism to organism through food webs. (6.5.b)
- Students know matter is transferred over time from one organism to others in the food web and between organisms and the physical environment. (6.5.b)
- Students know populations of organisms can be categorized by the functions they serve in the ecosystem. (6.5.c)
- Students know different kinds of organisms may play similar ecological roles in similar biomes. (6.5.d)
- Students know the number and types of organisms an ecosystem can support depends on the resources available and on abiotic factors, such as quantities of light and water, range of temperatures, and soil composition. (6.5.e)

FURRY FRIENDS

Overview:

One of the most distinguishing characteristics of mammals is fur. Students will explore a diversity of mammals through exploration and active, experiential games. They will learn about the food chain and food web, how to spot the home of an animal, and the relationship mammals have with the rest of the forest community.

Objectives:

Students will be able to:

- List biotic and abiotic factors that mammals need in order to survive.
- Identify a diversity of local mammals and their adaptations.
- Describe the interdependence mammals have within an ecosystem.
- Summarize the interrelationship between mammals and our communities.
- Give examples of environmentally responsible choices related to mammals.

Vocabulary:

Abiotic Factor	Adaptation	Binocular Vision	Biotic Factor
Camouflage	Carnivore	Carrying Capacity	Consumer
Ecosystem	Estivate	Food Chain	Food Web
FWARPS	Habitat	Herbivore	Hibernate
Limiting Factor	Monocular Vision	Niche	Omnivore
Predator	Prey	Torpor	

Science standards:

- Students know producers and consumers (herbivores, carnivores, omnivores, and decomposers) are related in food chains and food webs and may compete with each other for resources in an ecosystem. (4.2.b)
- Students know ecosystems can be characterized by their living and nonliving components. (4.3.a)
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LINE DANCING

Overview:

After putting all the snakes back in their terrariums, students will ready themselves for a fun filled session of Line Dancing. Whether you've brought your cowboy hat or not, the music will start you moving and the rhythm will carry you away.

Objectives:

Students will:

- Learn three easy dances in a safe environment.
- View adults (i.e. instructors and teachers) taking a risk and being silly.

LITTLE WORLD

Overview:

When was the last time you actually sought out those little creatures all around us? We generally spend much of our time trying to scoot these creepy crawly things away. But insects, arachnids, and other decomposers like fungi and bacteria serve a valuable purpose in the world. This class will allow students the opportunity to learn about the little world of insects and other decomposers. They will search everywhere to see firsthand what these little creatures look like and what they actually do with all of their time.

Objectives:

Students will be able to:

- List biotic and abiotic factors that decomposers need in order to survive.
- Identify a diversity of local decomposers and their adaptations.
- Describe the interdependence decomposers have within an ecosystem.
- Summarize the interrelationships between decomposers and our communities.
- Give examples of environmentally responsible choices related to decomposers.

Vocabulary:

Abiotic Factor	Adaptation	Bedrock	Biotic Factor
Camouflage	Decomposer	Duff	Ecosystem
FBIs	Food Chain	Food Web	FWARPS
Habitat	Humus	Limiting Factor	Litter
Mimicry	Niche	Nitrogen Cycle	Predator
Prey	Soil		

- Students know different natural energy and material resources, including air, soil, rocks, minerals, petroleum, fresh water, wildlife, and forests, and know how to classify them as renewable or nonrenewable. (6.6.b)
- Students know the natural origin of the materials used to make common objects. (6.6.c)

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Objectives:

Students will be able to:

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- Describe the interdependence birds have within an ecosystem.
- Summarize the interrelationship between birds and our communities.
- Give examples of environmentally responsible choices related to birds.

Vocabulary:

Abiotic Factor

Adaptation

Binocular Vision

Biotic Factor

Camouflage

Consumer

Contour Feather

Downy Feather

Ecosystem

Food Chain

Food Web

FWARPS

Habitat

Hollow Bones

Limiting Factor

Monocular Vision

Niche

Predator

Prey

Science standards:

- Students know producers and consumers (herbivores, carnivores, omnivores, and decomposers) are related in food chains and food webs and may compete with each other for resources in an ecosystem. (4.2.b)
- Students know ecosystems can be characterized by their living and nonliving components. (4.3.a)
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- Give examples of environmentally responsible choices related to mammals.

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- Students know plants are the primary source of matter and energy entering most food chains. (4.2.c)
- Students know that most microorganisms do not cause disease and that many are beneficial. (4.3.d)
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NATIVE DIG

Overview:

Students will uncover artifacts of the Native Americans once inhabiting the San Bernardino Mountains. They will dig, sift, record data, and then develop theories about the Serrano Indians of this area. Student theories will be combined with facts so students receive an accurate and comprehensive knowledge of Serrano Indians.

Objectives:

Students will be able to:

- Describe the process of archeology through participation in surveying, excavating, and analyzing
- Identify a diversity of Serrano Indian artifacts and ecofacts to interpret local history
- Summarize the history of the local Serrano Indians
- Give examples of environmentally responsible choices related to archeology

Vocabulary:

Analyze	Archeology	Artifact	Draw Conclusions
Ecofact	Excavate	FWARPS	Hunter/Gatherer
Survey	U.S. Laws		

NOCTURNAL NATION

Overview:

Nocturnal animals are a fascinating topic for everyone! Using indoor props, such as slides and animal skulls, students will get a first hand look at those sometimes elusive nighttime animals. Students will learn about the adaptations of nighttime creatures and compare them to the senses we possess as humans. To finish off the presentation, students explore the nighttime environment hands on. Utilizing the knowledge learned during the indoor class, they will explore the nocturnal world in search of owls and other nighttime creatures. This is a chance for your students to understand, appreciate, and feel comfortable in an environment that we traditionally shy away from.

Objectives:

Students will be able to:

- Identify local nocturnal animals and their adaptations
- Describe the relationships nocturnal animals have with the ecosystem
- Give examples of environmentally responsible choices related to nocturnal animals

Vocabulary:

Asymmetrical	Binocular	Cones	Crepuscular
Diurnal	Echolocation	Monocular	Nocturnal
Predator	Prey	Rods	Symmetrical
Tapetum			

Vocabulary:

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Vocabulary:

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Tapetum			

Content standards:

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ORIENTEERING

Overview:

Being in the wilderness means not only knowing about the animals and plants, but knowing how to find your way around as well. Map and compass skills will be learned as students challenge themselves to complete a designated orienteering course.

Objectives:

Students will be able to:

- List the major parts of the compass and topographic map.
- Identify the four cardinal directions on a compass.
- Orient a topographic map.
- Demonstrate the proper use of map and compass to navigate camp terrain.

Vocabulary:

Base Plate	Bearing	Contour Interval	Contour Line
Dial	Direction of Travel Arrow	Elevation	Index Line
Magnetic Needle	Map Legend	Map Scale	Orienteering Arrow
Relief	Topographical Map		

OUTDOOR SURVIVAL HIKE

Overview:

You're on a beautiful hike and the unexpected happens. Are you prepared? Though we can never predict what will happen when we venture off into the wilderness on a hike, we can learn skills that will help us cope if anything ever does happen. The focus of this class is on wilderness survival, but the skills are universal and can be tied to surviving a natural disaster such as an earthquake. Class begins with a comprehensive look at minimum impact hiking, how to hike, and what to carry while hiking.

Objectives:

Students will be able to:

- List ways to prepare for a hike and avoid survival situations.
- Give examples of environmentally responsible choices related to hiking.
- Identify a survival situation that could happen while hiking in the wilderness, at home, or both.
- Develop and demonstrate methods for sustaining basic human needs.

Vocabulary:

Dehydration	FWARPS	Hyperthermia
Hypothermia	Leave No Trace	Rule of 3s
STOP	Survival Situation	Switchbacks

PLANT DETECTIVES

Overview:

Students will explore the fascinating world of plants and trees while learning about photosynthesis in a whole new way. The forest offers many opportunities to learn about the diversity and significance of plants and trees. Students will understand how important producers are to the earth and that through various connections; we are all dependent on plants to live.

Objectives:

Students will be able to:

- List biotic and abiotic factors producers need in order to survive.
- Identify a diversity of local producers and their adaptations.
- Describe the interdependence producers have within their ecosystem.
- Summarize the interrelationship between producers and our communities.
- Give examples of environmentally friendly choices related to producers.

Vocabulary:

Abiotic Factor	Adaptation	Biotic Factor	Carbon Cycle
Chlorophyll	Chloroplast	Commensalism	Conifer
Deciduous	Evergreen	Food Chain	Food Web
FWARPS	Habitat	Limiting Factor	Mutualism
Niche	Parasitism	Photosynthesis	Pollination
Producer	Root	Seed	Seed Dispersal
Symbiosis	Transpiration		

Science content standards:

- Students know producers and consumers (herbivores, carnivores, omnivores, and decomposers) are related in food chains and food webs and may compete for resources in an ecosystem. (4.2.b)
- Students know ecosystems can be characterized by their living and nonliving components. (4.3.a)
- Students know that in any particular environment, some kinds of plants and animals survive well, some survive less well, and some cannot survive at all. (4.3.b)
- Students know many plants depend on animals for pollination and seed dispersal, and animals depend on plants for food and shelter. (4.3.c)
- Students know plants are the primary source of matter and energy entering most food chains. (4.2.a)
- Students know many multicellular organisms have specialized structures to support the transport of materials. (5.2.a)
- Students know how sugar, water, and minerals are transported in a vascular plant. (5.2.e)
- Students know plants use carbon dioxide and energy from sunlight to build molecules of sugar and release oxygen. (5.2.f)
- Students know energy entering ecosystems as sunlight is transferred by producers into chemical energy through photosynthesis and then from organism to organism through food webs. (6.5.a)
- Students know matter is transferred over time from one organism to others in the food web and between organisms and the physical environment. (6.5.b)
- Students know populations of organisms can be categorized by the function they serve in an ecosystem. (6.5.c)
- Students know different kinds of organisms may play similar ecological roles in similar biomes. (6.5.d)
- Students know the number and types of organisms an ecosystem can support depends on the resource available and on abiotic factors, such as quantities of light and water, a range of temperatures, and soil composition. (6.5.e)

SNAKES**Overview:**

Students will have the opportunity to explore the intriguing world of snakes through hands-on study of our slithery camp reptiles. They will learn about the adaptations of snakes, where snakes live, and their importance in an ecosystem.

Objectives:

Students will be able to:

- Identify a diversity of snakes and their adaptations.
- Describe the interrelationships snakes have within their ecosystems.
- Give examples of environmentally responsible choices related to snakes.

Vocabulary:

Camouflage	Constriction	Consumer	Fangs
Infrared 'Vision'	Jacobson's Organ	Low Frequency Hearing	Mimicry
Molt	Non Venomous	Predator	Prey
Scales	Venom	Venomous	Vertebrae

Content standards:

- Students know populations of organisms can be categorized by the functions they serve in the ecosystem. (6.5.c)
- Students know different kinds of organisms may play similar ecological roles in similar biomes. (6.5.d)
- Students know the number and types of organisms an ecosystem can support depends on the resources available and on abiotic factors, such as quantities of light and water, range of temperatures, and soil composition. (6.5.e)

TEAM DISCOVERY HIKE

Overview:

Designed to acclimate students to their new environment. Through carefully planned activities, students will discover each other, their environment, and the importance of working as a team throughout the week. An excellent way to begin the camp experience, the Team Discovery Hike sets the foundation for a week of community, trust, nature, and exploration.

Objectives:

Students will be able to:

- Establish a curiosity for discovery of self, group, environment, and surroundings.
- Discover their new surroundings by locating camp on a California map and learning about local history.
- Discover their new outdoor environment through planned sensory and natural history activities.
- Discover their new field group through Name Games, Ice-Breakers, and Team Initiatives.

WATER WONDERS

Overview:

Water is the major ingredient of not only our bodies, but the earth as well. Every living thing in the world depends on it to survive. Discovering what lives in it as well as on it and around it, students will develop a practical understanding of water's importance to a healthy and well-balanced world.

Objectives:

Students will be able to:

- Explain the water cycle and its components
- Identify origins of water for Southern California
- Describe different types of pollution affecting the water supply
- Give examples of environmentally responsible choices related water

Vocabulary:

Abiotic Factor	Aqueduct	Aquifer	Biotic Factor
Chemical Pollution	Condensation	Conservation	Desalination
Ecological Pollution	Ecosystem	Evaporation	Groundwater
Irrigation	Organic Pollution	Percolation	Precipitation
Reservoir	Runoff	Spring	Transpiration
Thermal Pollution	Water Cycle	Well	

Content standards:

- Students know ecosystems can be characterized by their living and nonliving components. (4.3.a)
- Students know most of Earth's water is present as salt water in the oceans, which cover most of Earth's surface. (5.3.a)
- Students know when liquid water evaporates, it turns into water vapor in the air and can reappear as a liquid when cooled or as a solid if cooled below the freezing point of water. (5.3.b)
- Students know water vapor in the air moves from one place to another and can form fog or clouds, which are tiny droplets of water or ice, and can fall to Earth as rain, hail, sleet, or snow. (5.3.c)
- Students know the amount of fresh water located in rivers, lakes, underground sources, and glaciers is limited and that its availability can be extended by recycling and decreasing the use of water. (5.3.d)
- Students know the origin of the water used by their local communities. (5.3.e)
- Students know the sun is the major source of energy for phenomena on Earth's surface; it powers winds, ocean currents, and the water cycle. (6.4.a)

EXHIBIT B
FEE SCHEDULE

Choose Your Weeks Six (6) choices are needed	Choose 3, 4 or 5 Day Program	Program Prices Per Student 3/4/5 Days	Tell Us Your Order Preferences For Your 6 Weeks	Any Special Requests?
9/28-10/2/09	–	\$140/\$165/\$190	Choose Your Order	I Have No Special Requests
10/5-9/09	–	\$140/\$165/\$190	Choose Your Order	I Have No Special Requests
10/12-16/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
10/19-23/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
10/26-30/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
11/2-6/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
11/9-13/09	–	\$100/\$125/\$150	Choose Your Order	I Have No Special Requests
11/16-20/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
11/30-12/4/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
12/7-11/09	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
12/14-18/09	–	\$140/\$165/\$190	Choose Your Order	I Have No Special Requests
1/11-15/10	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
1/18-22/10	–	\$160/\$185/\$210	Choose Your Order	I Have No Special Requests
1/25-29/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
2/1-5/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
2/8-12/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
2/15-19/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
2/22-26/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
3/1-5/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
3/8-12/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
3/15-19/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
3/22-26/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
3/29-4/2/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
4/5-9/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
4/12-16/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
4/19-23/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
4/26-30/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
5/3-7/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
5/10-14/10	–	\$180/\$205/\$230	Choose Your Order	I Have No Special Requests
5/17-21/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests
5/24-28/10	–	\$200/\$225/\$250	Choose Your Order	I Have No Special Requests

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES, RULES, REGULATIONS AND FORMS

All Forms available at www.thehightrailsway.com. All attending teachers and schools agree to literature and forms presented there.

GETTING READY AND UNDERSTANDING HIGH TRAILS

Our Mission: The High Trails Way

We have several areas that we're focusing on; [check them all out here](#)

Our Staff

What sets us apart from most outdoor education centers is that 95% all of our staff are college degreed professionals. The ones that don't have a degree are using High Trails as an internship so they can complete their university degree. They are recruited from all over the United States to teach Southern California elementary students. Once your students step onto camp, we take control of their experience and our staff lead the way. During the day groups are led by Field Instructors, who take them out into the woods and help them to experience nature firsthand. At dinner our Cabin Instructors take over, leading evening programs and focusing on the development of communities in cabins, and then sleeping overnight with the students. The next week of camp our staff rotate; the Cabin Instructors become Field Instructors and vice versa. This keeps our staff fresh and makes sure that everyone knows 100% of the camp experience and student needs. During the year, we focus on continuing education and improvement for our instructors, making evaluations, projects, and inservices a mandatory part of life at High Trails.

To apply to work as High Trails, potential instructors must submit a cover letter, resume, and a response to our "Tough Questions". If everything looks good we spend some time talking on the phone, trying to get to know who wants to work with us. Next step is to see what other people think; a minimum of three work and personal references are verified and rated, with an above average rating needed to qualify. Our primary concerns when looking for staff: a responsible love of teaching children, a passion for the outdoors, and a demonstrated professionalism in an outdoor camp environment. If selected, staff are invited to a two week training, where they will be screened in person and given the chance to demonstrate their teaching competency. Fingerprinted background checks on every staff member are completed to verify their clean criminal background, and their First Aid and CPR certifications are verified. Now they are ready to step into the role of a High Trails Instructor. [See more details on our Staff Website here.](#)

Classes and Schedules

Our goal is to absolutely minimize downtime and make the most of every minute of your trip. You can see how days are generally organized by looking at a [sample schedule](#). Every school that comes up to camp has different students with different needs. Part of the fun of High Trails is that you choose the daytime [classes](#) that best fit your students. If you have special program needs or requests, we are more than happy to work with you to make sure the experience is just right for your school.

Weather And Clothing

Camp ranges in elevation from 6,500 to 7,200 feet, so you won't ever have to worry about air conditioning! Temperatures during the fall and spring are warm during the day and chilly at night, with winter bringing chilly days and cold nights. Snow will fall, though we can never predict when. Please bring warm clothes, gloves and a hat, boots and multiple pairs of socks, and a waterproof jacket. Encourage your students to do the same. Don't be afraid of the winter and snow! We do have waterproof boots, pants and jackets available to students who need them.

Supervision Policies

Your students are directly supervised by a High Trails Instructor 24 hours of the day. The only time supervision is not direct is when they are in the restroom or shower. In this situation instructors are nearby in case assistance is needed.

Support For Schools

Getting your students ready for camp is a big challenge! You have parents to deal with, permission slips to copy and hand out, money to collect, busses to schedule...the list goes on. Although we can't take your place in the classroom, there are several ways we can help with preparation:

- [Printable Parent's Guide](#): We encourage you to copy this and pass it out to students to give to their parents. It answers many of the questions they have and will shed some light on the entire experience.
- [Parent Website Information](#): we have a webpage devoted just to parents and students and their specific questions about camp.
- [Camp DVD](#): preview it online, and please let us know if you would like a copy of this sent to your school.
- Parent Presentations: if you are a first year school or have an all new teaching staff, we would be happy to come down and speak with your parents.
-

Food and Meals

Our cook is tremendous at preparing not only healthy kid friendly food, but good adult and vegetarian options as well; [check out a sample menu here](#). We treat meals as a program teaching opportunity; we'll talk about food waste, discuss riddles, sing songs, and emphasize manners.

Lunch on the Trail

On the first day lunch will be served in the dining hall, but unless the weather is bad, the rest of the week lunches are eaten outside. This gives students more time outside; the very reason they are up here in the first place. Instructors prepare lunches for their trail groups at the beginning of each day based on student preferences, and the entire group pitches in and carries their lunch out onto the trail.

Teacher Responsibilities

While you're at High Trails, we'll primarily need your help with two things; supervision in the dining hall and taking responsibility for any of your students who cannot participate in our program, either due to medical or discipline issues. You do not have to teach any classes or supervise any group activities of any kind. Aside from this, you are free to enjoy the outdoor atmosphere of the mountains. You can see more details of your expectations below.

Number Of Teachers

At least one of the adults attending camp must be a certified teacher employed by the school in attendance. One adult chaperone must attend camp for every 30 students. Parents are not allowed to attend camp as we believe this changes the experience for the child. There must be one school staff member readily available at all times in the case of an emergency. If you plan on leaving the camp property for a short time during your visit, please bring a cellular phone or pager so we can reach you in case of an emergency.

Personal Vehicles

We strongly encourage you to bring one personal vehicle with you to camp. There have been situations where a student is sick or disciplined, needs to go home, and their parents will not come pick them up. If you have your own vehicle at camp you can remedy this; if not, the student will be placed under your direct supervision. High Trails has vehicles to use in emergency situations, but for occasions such as wanting to drive into town to shop or needing to take a sick or disciplined student home, only your vehicle will suffice.

Teacher Housing

For teachers we have several buildings available in which to rest and relax. Rooms have between one and two twin sized beds, so be prepared to share a room with your fellow teachers. Sheets, blankets, pillows and towels are all provided; you do not have to bring bedding or sleeping bags. We have a lounge available for your use that has couches and tables, a TV/DVD player with satellite service, a refrigerator, microwave and coffee maker. We have dial-up internet available in the dining hall, where you can use a community computer or your own laptop. Teacher housing is limited, so if you are planning on bringing teachers in excess of the traditional ratio of 1 teacher per 30 students please let us know so we can prepare for you.

Suggested Steps in Preparing for High Trails

1. Read this entire Teacher's Guide, and then explore the rest of the website.
2. Head over to the [Forms](#) page. Here you'll find all of the paperwork to get organized and ready for your trip. Start with the High Trails Check List and use it to understand, prepare and organize your forms.
3. Email your site director to say "hello" and let them know of any special needs or requests. Site Directors send out welcome emails at the beginning of every school year and season and will be your primary contact for organizing the

trip.

4. Talk with your fellow school teachers to make certain you are all on the same page with what is needed to make a successful trip. Encourage them to read the entire Teacher's Guide so everyone knows exactly what to expect.
5. Plan out your parent presentation, transportation, and fundraising.

Our Administration...Your High Trails Guides

Site Director: this is the person who is your primary communication liaison in regards to overall planning and preparation for the trip. Once you get to High Trails, they will continue in this role and talk with you every day, every step of the way.

Nawakwa Site Director: Ian /
ian@thehightrailsway.com

Edwards Site Director: Raychel /
Raychel@thehightrailsway.com

Medic: this is the person who will be handling medications, sick students, and special needs. They are ready to talk with parents and teachers before the trip to get all the details ready, and will be at High Trails every step of the way during the actual trip experience.

Nawakwa Medic: Emily /
Emily@thehightrailsway.com

Edwards Site Medic: Chris / Chris@thehightrailsway.com

Program Director: focuses on program development and teaching staff how to teach students. They bounce back and forth between sites, making certain that we are consistent and great everywhere we teach. Part of their week will be spent developing and then teaching program inservices. They spend the rest of their time evaluating instructors solely on their class teaching skills, and work with them to become better teachers.

Amy / Amy@thehightrailsway.com

MEDICAL POLICIES

Our Medic

The camp employs a full-time Medic who is trained in First Aid, CPR, is a Wilderness First Responder or EMT, and has extensive experience with children. The medic is on call for emergencies or medications 24 hours a day. Our Medic will administer first aid treatment, distribute medications as listed on the Medication Form, **and maintain a small infirmary. The Medic will not be allowed to give injections to students unless a life-threatening emergency occurs. If a student needs daily injections, they must be able to inject themselves under the supervision of the Medic. The Medic carries with them a UHF based radio so that they are available to be contacted at all times of the day. Additionally, every member of our Instructor Team is certified in basic First Aid and CPR, and they carry a first response kit and UHF based radio with them anytime they are working.**

Special/Behavioral Needs

High Trails supports and encourages a wide variety of students as they consider journeying up into the mountains. Every student and situation is different, so please contact your site director to discuss any special needs you may have. As a general rule, if a student needs an aide at school or special care in the home for basic needs (bathing, changing clothes, etc), the school or parent will need to provide an aide for the duration of the camp trip. Please check out the [IHCP form](#) for more details.

Before You Leave School

It is the school's responsibility to ensure that students arrive at camp in good health. The school must exclude students from participating in the camp trip for the following reasons:

- Temperature of student is 100 degrees or greater on the morning of departure
- Signs and symptoms of illness such as severe coughing, runny nose, or sore throat.
- Incomplete recovery from recent illness or injury.

Students without a Consent/Health Form are not permitted to remain in camp. If a student has a temperature over

100 degrees within the first four hours upon arrival at camp, they will be sent home.

Illnesses: Teacher Help Needed

In the event that a student becomes ill at camp, the medical protocol is as follows:

1. The Medic will speak with the student to determine the cause and condition of their discomfort.
2. Immediate First-Aid will be given to life-threatening injuries, other injuries, and wounds.
3. The student's temperature will be taken.

If the student has a normal temperature (at or about 98.6 degrees F), then the student will be treated with any over the counter medications available for that student's symptoms that have been approved on the student's Consent/Health Form by the parent/guardian.

If the student has a temperature of 100 degrees or greater, or if their symptoms demand it, they will be treated with over the counter medications as approved on the Consent/Health Form and checked into the camp isolation room. At this point the parent/guardian will be contacted, and a teacher will be asked to sit with the child, either in the isolation room or in the teacher's quarters. The student will remain isolated for 4 hours. If the student's temperature has returned to normal after this time, they will be allowed to return to camp activities. If after 4 hours their temperature is still over 100 degrees, the parents will be contacted again and the student will be sent home. In this situation the student needs rest, and camp is not a good environment for extensive rest. If the parent cannot pick up the child, the visiting school will become responsible for supervising and transporting the student back to school.

Emergencies

In the event of serious accident, injury or illness to a student, the High Trails Medic will provide first aid treatment and, if necessary, the student will be taken to Big Bear Community Hospital or Loma Linda Hospital. Transportation is provided by visiting schools and teachers. If this is not possible, High Trails will provide emergency transportation. The parent/guardian is responsible for immediately picking their child up should an emergency situation arise.

PRICING, PAYMENT AND EXTRAS

High Trails Tuition

Our fees include all meals, lodging and programs. Teachers may attend free of charge at a ratio of 1 teacher per 25 students. Any teachers attending in excess of this ratio may be charged at 50% of the camp tuition. Prices are based upon time of year, length of program, and site preference. Please see our [Enrollment Form](#) for our current prices.

Extras

Are available to select on your Program Form.

- Last Day Sack Lunch: \$3 per student
- Last Day Lunch in Dining Hall: \$4 per student
- Nightly Snack (juice and a treat): \$1 per student per day
- T-Shirts: \$10 each

Scholarships

High Trails offers scholarship money for schools. On your invoice, we will automatically deduct the cost of one student for every twenty-five students that you bring to camp. You may use the scholarships for individual students, subtract a small portion from everyone's cost, or apply the scholarship money toward bussing costs. We reserve the right to void all scholarships if the number of students does not equal 90% or greater of the contracted amount or payment is not received before or during your week at camp. We will show the scholarship amount on the final bill based on the number of students that physically attend camp.

Payment

Payment is due upon arrival at camp. Please let us know if you anticipate a delay in payment. Checks should be made payable to High Trails. We will email an invoice to you the week prior to your arrival at camp, with student numbers based upon your Program Form. If your district or school will be sending payment prior to arrival please use our main office address: High Trails, PO Box 2640, Big Bear City, CA 92314. If payment is not received before or during the week your students are at camp, we reserve the right to revoke any offered scholarships.

Refunds

If you arrive at camp and realize you have overpaid, we will gladly issue a check for the difference; we only charge you for the students that you actually bring to camp. Refund checks will be issued within 30 days of payment receipt. Because of fixed staffing and site costs, we cannot issue refunds for students that arrive late or leave camp early.

Adjusting Number Of Students

We base our program, staffing, and site scheduling based upon the number of students on your contract. Should this number change, whether it is up or down, please let us know right away so we can make the necessary adjustments to our program. High Trails reserves the right to hold schools responsible for paying a minimum of 90% of the amount of students shown on the contract.

WHILE YOU'RE IN THE MOUNTAINS AT HIGH TRAILS

Arrival Day

Once you have students, paperwork and money ready, it's time to head up the mountain! Make sure you know which site you are going to! At least once every year a school shows up to the wrong site because they assumed their bus drivers knew where they were going. Please give us a call when you leave the school, so we have an idea of when you will be arriving. Unless arranged otherwise, we will be awaiting your arrival at 10:30 am on the first day of your program. We have staff meetings, inservices and work projects on these mornings, and if you arrive a good deal of time before this we are often not ready for you. If you know you will be much earlier or later than 10:30 am, please let us know and we will adjust our schedule to fit yours.

Once you arrive at camp, please know exactly how many students you have with you. The instructors will take the students off the busses and get things going. We'll greet you and show all of the teachers to your lodging, where you can get moved in and ready for the week. We'll then set a time to have a Teacher Meeting, where the High Trails administration will all sit down with you as a group to discuss the details of the coming week. Please have all of your paperwork and payment ready at this time. We'll give you a Teacher Packet for the week, including the week's schedule and an evaluation form for you to fill out. From there, we'll set up a time for the Instructor Meeting, where you will get a chance to sit down with the instructors who will be with your students for the week. This is a good time to discuss individual students and their teaching needs. Finally it's time for lunch...we'll head over to the dining hall (where your students will have received a welcome and expectations speech). After lunch you are free to enjoy your time at High Trails.

Teachers In Classes

We encourage you to walk about during your stay and observe the students in their classes and cabins, in study and in play. As you do this, though, please be discrete and do not disrupt any classes in progress. Please recognize that your presence is a powerful one for the students and at times it can provide a welcome diversion from actually having to focus on a class. The ideal time to stop in on a group is during a break in the action, whether between classes or individual activities. Our instructors work hard at getting the attention of their students and appreciate your support at keeping the students focused on the classes, not you.

Leaving Camp

Teachers are welcome to leave High Trails to go into nearby towns (Big Bear is 30 minutes away...). Please check in with us before you leave and give us a cell phone number and an anticipated return time.

Student Discipline

We expect students to be on their best behavior while visiting our school. Students who misbehave repeatedly will be expelled from camp. Our discipline policy has one warning and three strikes:

- Warning: Maybe you just got to camp and didn't know that was a rule. Now you do...
- Strike 1: The student is informed of their poor choice and a discussion is held on how they can improve their behavior.
- Strike 2: The student is brought to a member of camp administration. Teachers are contacted and their feedback is solicited. A behavior contract is established which clearly states the behavior the student must exhibit to remain a part of the program. The parents are contacted at this point and made aware of the contract and the consequences for any further negative actions.
- Strike 3: **A student who breaks their own contract will be responsible for the consequences. Any student who receive a 3rd strike will either be sent home or placed exclusively in the custody of the visiting school teachers.**

ANY INFRACTION WHICH PUTS A STUDENT'S OR STAFF MEMBER'S SAFETY IN JEOPARDY WILL RESULT IN THE IMMEDIATE EXPULSION OF THE STUDENT.

For our discipline system to work effectively, we need the cooperation of both the parents and teachers. Every stage of the discipline process is documented on the Strike List, which is updated during meals and available for teachers

to read. We encourage teachers to check in with the Strike List and to briefly talk with students if they receive a warning or first strike. When a student gets a 2nd strike, we will ask for the teacher's assistance in making sure that the situation is handled as constructively as possible. In the unfortunate case of a 3rd Strike, the parents will be called upon to transport their student from camp. If the parents are unable to do this, it is the teacher's responsibility to either transport the student off the camp property or assume complete control of the student.

Sick Or Disciplined Students: Teacher Help Needed

On the occasion that a student cannot participate in the program, either due to an illness or discipline issues, an accompanying teacher will be expected to help supervise the child, either in the isolation room or in the teacher's cabin. This allows the Medic to easily respond to other illnesses or emergencies in camp without leaving the student unsupervised. If a student has earned their 3rd strike, they are at the point where they are no longer welcome in camp activities. On this occasion, the student will be placed in the care of their school teachers, who are fully responsible for them until they leave camp.

Dining Hall Expectations: Teacher Help Needed

- To ensure that all the tables have at least one adult, everyone, including visiting school teachers, will be assigned a table at the beginning of the week.
- Students may not get up from the table without your permission. The only reasons they may need to get up are to see the medic, go to the restroom, or visit the salad bar.
- Encourage the students at your table to make wise food choices, and hold them accountable for those choices by only giving dessert to those who have no food waste.

Departure Day

We'll have a brief meeting on the morning of the last day to discuss how the week went and your thoughts on the program, instructors, and students. By the time this is over we're about ready to load up the busses. Please arrange to have your busses here on the last day of the program at 10:00 am, so we can have them loaded up and ready for a 10:30 am departure. This lets you get back to the school by the time the final bell rings. If you are scheduling a Last Day Sack Lunch, we will put all of the lunches in large boxes so you can stop on the way home and eat them. If you want to have lunch in the dining hall on the last day, please have your busses here by 11:00 am so we can load them up for an 11:45 departure time.



High Trails Outdoor Science School

POST OFFICE BOX 2640
BIG BEAR CITY, CA 92314
TEL/FAX: 800 428-1851
HELLO@THEHIGHTRAILSWAY.COM

PUNNING PROGRAM IN THE
SAN BERNARDINO NATIONAL FOREST
WWW.THEHIGHTRAILSWAY.COM

Understanding How We Can All Fit Together On One Healthy Planet

Medication Form

STEP 1: STUDENT INFORMATION

Student Name:	Parent/Guardian Name:
Birthdate:	Relationship:
School Name:	Contact Number:
Doctor's Name:	Doctor's Phone Number:

STEP 2: MEDICATION INFORMATION

Medication	Dosage	Schedule					Reason for Medication Possible Reactions Notes	CHOOSE ONE FOR EACH MEDICATION:	
		Early: 6am	Breakfast: 8am	Lunch: 1pm	Dinner: 6pm	Bedtime: 9pm		OTC Over the Counter	RX Prescription
All medication, including over the counter medications and vitamins, must be in the original package/bottle.	How much do we administer? High Trails will supervise but cannot administer injections.						Please give us any needed background on the medication or potential reactions that may occur.	This is medication that you can buy without a prescription. It must be age appropriate and all labels must be in English.	Prescription Medication Labels Must State: Patient, Physician, Medication, Dosage, and the Frequency. <u>Your Doctor must sign on line below or we cannot administer!</u>
EXAMPLE: Amoxicillin	1 pill 3 times a day		X	X	X		May cause sleepiness	<input type="checkbox"/>	Dr. RX Example
EXAMPLE: Vitamin C	1 pill one time a day	X					None	<input checked="" type="checkbox"/>	
1.								<input type="checkbox"/>	
2.								<input type="checkbox"/>	
3.								<input type="checkbox"/>	
4.								<input type="checkbox"/>	
5.								<input type="checkbox"/>	
6.								<input type="checkbox"/>	
7.								<input type="checkbox"/>	
8.								<input type="checkbox"/>	

STEP 3: PARENT/GUARDIAN PLEASE READ AND SIGN BELOW:

I, the undersigned, who is the parent/guardian of the student named above, request the administration to my child of both the over the counter medicine and the prescribed medication in accordance with the instructions as indicated above. **I recognize that if I do not correctly follow all of the steps and fulfill all of the instructions above that I will be contacted and medication will be withheld until this form has been completed.** If I do not correct this form expeditiously, I understand that I may be asked to pickup my child from camp. I understand that High Trails, Incorporated is not legally obligated to administer medication to my child, and therefore, I agree to hold High Trails, its employees, the school district, and its employees free from any and all responsibility for the results of such medication or the manner in which it is administered and to indemnify each of them against loss by reason of any civil judgment arising out of these arrangements which may be rendered against them. I will notify the school immediately if any medical or contact information changes.

Parent/Guardian Signature: _____ Date: _____

Please put Medication and Form in a Clear Ziplock Bag and give it to your Teacher.



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Understanding How We Can All Fit Together On One Healthy Planet

Consent/Health Form

STEP 1: STUDENT INFORMATION

Student Name:	School Name:
Birthdate:	Gender of Student: Male Female
Address:	
Parent/Guardian Name:	Primary Phone #:
Relationship:	Secondary Phone #:
Emergency Contact Name:	Emergency Contact Phone #:
Health Insurance Provider:	Policy #:
Name of Primary Insured:	Company Phone #:
Doctor's Name:	Doctor's Phone #:

STEP 2: HEALTH HISTORY

Please contact us before the camp visit if your child is in need of an individualized health care plan during their stay.

Has / Does Your Child	No	Yes	Has / Does Your Child	No	Yes
1. Wear contacts or glasses?			9. Have diagnosed migraines?		
2. Been under a physician's care recently?			10. Have problems with diarrhea/constipation?		
3. Have a chronic or reoccurring illness?			11. Have a history of sleepwalking?		
4. Have asthma?			12. Have any skin problems (rash, itching, etc.)		
5. Have allergies?			13. Have any eating disorders or problems?		
6. Have a history of incontinence (bed wetting)?			14. Had any emotional problems for which professional help was sought?		
7. Ever been hospitalized?			15. Have an up to date physical?		
8. Ever had seizures?			16. Have an up to date tetanus shot?		
Please explain any YES answers:					
Is there anything else we should know?					

STEP 3: PARENT/GUARDIAN PLEASE READ AND SIGN BELOW:

RELEASE OF LIABILITY

High Trails is an outdoor camp and operates in an outdoor setting, providing professional instruction and leadership through many activities, including, but not limited to, hiking, archery, a climbing wall, and a low ropes course. I, the undersigned parent or legal guardian of the student named above, recognize the inherent risk of injury and disability in these activities, and assume this risk for my child. I expressly release High Trails, Incorporated, its staff member and owners, and the facility site itself from all liability for any injury, sickness, pain or suffering to the above student obtained through a High Trails activity or program.

PERMISSION TO TREAT

I, the undersigned parent or legal guardian of the student named above, do hereby authorize and consent High Trails, Incorporated, to provide to the above name student routine health care and to administer medications as detailed above. It is understood that in the case of an emergency every effort will be made to contact the undersigned prior to rendering treatment to the patient, but treatment will not be withheld if the undersigned cannot be reached. In the case of an emergency I authorize High Trails to order any x-ray examination, anesthetic, medical or surgical treatment rendered by medical or emergency room staff licensed under the provisions of the Medicine Practice Act, or dentist licensed under the provisions of the Dental Practice Act and on the staff of any general hospital in the state of California, Department of Health. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care deemed advisable by aforementioned physicians in the exercise of the doctor's best judgment. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California.

PERMISSION TO ADMINISTER OVER THE COUNTER MEDICATIONS

In the event of a minor illness at camp, High Trails will give your child common over the counter remedies in appropriate age/weight dosages. (Examples: non-aspirin pain relief, pepto-bismol, etc.). **IF YOU DO NOT GIVE PERMISSION FOR THIS, PLEASE INITIAL HERE:**

I acknowledge that I have read completely and fully understand all aspects of the Release of Liability, the Permission to Treat, and the Permission to Administer Over the Counter Medications, and I agree to the terms contained within them in their entirety.

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____

CONSENT ITEM

DATE: July 21, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sue Albano, Director, Educational Services
Mathew Barnett, Principal, Nicolas Junior High School

SUBJECT: APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS (ALS) FOR THE 2009/2010 SCHOOL YEAR TO PROVIDE STAFF TRAINING, BENCHMARK ASSESSMENT AND OTHER CONSULTING SERVICES AT NICOLAS JUNIOR HIGH SCHOOL

Background: 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 in order to fulfill our mission statement.

Rationale: Action Learning Systems began teacher training and technical support during the 2008/2009 school year. Their services in the area of direct interactive instruction, action walks and benchmark assessments have helped our teachers create lessons that focus on student learning. In the 2009/2010 school year we plan to continue training in direct interactive instruction, continue action walks and the use of benchmark assessments. ALS will also provide technical support with using our state approved materials in all subject areas.

Funding: Cost is not to exceed \$45,000.00 to be paid from Title I (#212) fund.

Recommendation: Approve Consultant Agreement between Fullerton School District and Action Learning Systems (ALS) for the 2009/2010 school year to provide staff training, benchmark assessment and other consulting services at Nicolas Junior High School.

JM:SA/MB:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, 3940 Industrial Blvd. # 100, Sacramento, CA, 95691, 916-447-0762**, hereinafter referred to as "CONSULTANT."

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, CONSULTANT 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 CONSULTANT:

Services shall be provided by **Action Learning Systems will continue training in direct interactive instruction, action walks and the use of benchmark assessments. ALS will also give us technical support with using our state approved materials in all subject areas.**

2. Term. CONSULTANT shall provide services under this AGREEMENT **between August 31, 2009 and June 18, 2010.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Forty five thousand Dollars (\$45,000.00)**. CONSULTANT shall submit a detailed 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, except as follows: **None.**

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, except as follows: **N/A**. CONSULTANT'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. CONSULTANT agrees that all materials, 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 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. 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.

9. 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.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

17. 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.

18. 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:

Action Learning Systems
3940 Industrial Blvd., #100
Sacramento, CA, 95691
916-447-0762

19. 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.

20. 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.

21. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY of July 2009

Fullerton School District
(Name of District)

Action Learning Systems
(Consultant Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.
Typed Name

Kit Marshall
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: **APPROVE CONSULTANT AGREEMENT FOR THE 2009/2010 SCHOOL YEAR WITH DEANA HIPPIE TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING IN WRITING AT GOLDEN HILL SCHOOL ON SEPTEMBER 25, 2009**

Background: In support of the Golden Hill School Single Plan for Student Achievement, it is requested that Ms. Deana Hippie provide professional development to support staff in improving the writing program school wide to meet the California Content Standards. Professional development activities will be provided to staff in grades K-6 in support of moving all students to proficiency in the area of writing.

Ms. Deana Hippie is an educational consultant with expertise in writing.

Rationale: The staff at Golden Hill School are committed to continuing their professional development focus on writing to strengthen instructional practices and to support student learning across all content areas.

Funding: Cost not to exceed \$600.00 dollars to be paid from site School & Library Improvement Program funds (#304) to provide one half day of staff training.

Recommendation: Approve Consultant Agreement for the 2009/2010 school year with Deana Hippie to provide professional development training in writing at Golden Hill School on September 25, 2009.

JM:JS:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Deana Hippie, (address on file)**, hereinafter referred to as "CONSULTANT."

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, CONSULTANT 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 CONSULTANT:

Provide a half-day training to Golden Hill teachers in writing to meet the California Content Standards.

Services shall be provided by **Deana Hippie**.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 25, 2009**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **six-hundred Dollars (\$600.00)**. CONSULTANT shall submit a detailed 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, except as follows: **CONSULTANT shall not exceed six hundred dollars (\$600.00) per half-day. All duplicating expenses incurred for reproducing workshop**

materials will be paid by Golden Hill School. Any travel expenses shall be pre-approved in writing by the 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, except as follows: **N/A**. CONSULTANT'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. CONSULTANT agrees that all materials, 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 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. 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.

9. 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.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

17. 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.

18. 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:

Deana Hippie (address on file)

19. 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.

20. 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.

21. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY of July 2009

Fullerton School District

(Name of District)

Deana Hippie

(Consultant Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.

Typed Name

Deana Hippie

Typed Name

Superintendent

Title

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Laura Rydell, Director, Student Support Services
SUBJECT: **APPROVE 2009/2010 ONGOING REIMBURSEMENT TO THE PARENTS OF SPECIAL EDUCATION STUDENT (MIS ID #2001-01864) FOR PARENT VENDORED BEHAVIOR SPECIALISTS TO PROVIDE BEHAVIOR THERAPY IN THE HOME**

Background: This student with a diagnosis of Autism receives behavior therapy in the home setting as per Individualized Educational Program (IEP). Special Education for Exceptional Kids (SEEK) is a behavioral consulting nonpublic agency that supervises programs if parents find their own specialists, and the District reimburses the parents as the vendors.

Rationale: It is cost effective for the District to have parents provide the specialists and be reimbursed. The rate is \$12.00 per hour when done in this manner as opposed to \$50.00 - \$85.00 per hour if hired through a nonpublic agency by the District.

Funding: Total cost of this contract for behavior therapy specialists is \$6,000.00 budgeted in account number 0142054201-5805.

Recommendation: Approve 2009/2010 ongoing reimbursement to the parents of special education student (MIS ID #2001-01864) for parent vendored behavior specialists to provide behavior therapy in the home.

JM:LR:vr

CONSENT ITEM

DATE: July 21, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura Rydell, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY 2009/2010 MEMORANDUM OF UNDERSTANDING WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR SPECIAL EDUCATION PROGRAMS AND PROCEDURES**

Background: The Orange County Department of Education within this Memorandum of Understanding (MOU) outlines the parameters within which the school districts in the County may utilize the County special education programs and services to individuals with exceptional needs requiring intensive educational services, such as profoundly delayed students, behaviorally challenged students and hard of hearing students. The county provides programs to school districts when the district does not have an appropriate placement for the child. This agreement is effective for the period beginning July 1, 2009 and ending June 30, 2010. Program placements are jointly approved by the school district and the Orange County Department of Education. An explanation of the funding for placement and services is within the context of this MOU as well as scope of the program. Transportation of students is addressed in the context of the MOU.

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Programs for the profoundly delayed or profoundly behaviorally challenged students may be recommended for placement in a County program. A number of years ago, a regional program for the hearing impaired was terminated as a regional program based upon the district not desiring to be the regional program. Due to this, OCDE took over the oral program for hearing impaired students at the elementary and Jr. High school level.

Funding: Funding for this program is provided through an Excess Cost determined by OCDE billed to districts monthly.

Recommendation: Approve/Ratify 2009/2010 Memorandum of Understanding with the Orange County Department of Education (OCDE) for special education programs and procedures.

JM:LR:vr
Attachment

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
Fullerton School District

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. OCDE's Division of Special Education Services operates OCDE's Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2009, and ending June 30, 2010.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at http://sped.ocde.us/Special_Schools_Referral_Packet.htm.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence. OCDE shall maintain and provide special education programs for District pupils during the 2009-10 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting.

For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

6. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some

pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

7. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s).

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District shall determine how to respond to the request for an IEE. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2009 through June 1, 2010. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP

has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and

ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Paraeducators – The District, as specified in its SELPA’s Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

11. Related Services/Designated Instructional Services (DIS)

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the District or as otherwise agreed to by OCDE and the District, including translator services at IEP team meetings and/or translation of documents. In addition, OCDE shall separately bill the District for the services provided by a 1:1 paraeducator as required by the pupil's IEP.

12. Home Instruction

When a pupil is absent from school for more than five (5) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized to approve or disapprove the allocation of specified District

resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home or hospital instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In such event, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home or hospital instruction. In the event OCDE and the District agree that OCDE will provide such in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

13. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before

December 1 of each year of any proposed changes in the number of students requiring OCDE transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

14. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

15. Estimated Billing

The estimated billing for 2009-10 will be based on actual information for 2008-09 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

16. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

17. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program or enroll five (5) or more pupils in a specific OCDE Special Schools Program for the following

school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close a Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

18. Program Cost for 2009-10

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program

Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

19. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Jim Gerard, Director**
Fax: (714) 545-6312
Phone: (714) 966-4133

District: Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attn: **Laura Rydell, Special Ed. Director**
Fax: (714) 447-7793
Phone: (714) 447-7503

20. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

21. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

22. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

23. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

24. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE – [NAME]

DISTRICT – [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____

DATE: _____

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: _____

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY _____ ATTORNEY

Orange County Department of Education
Special Schools Program

Appendix A

FINAL 6-11-2009	Object	2008-2009	2009-2010	
	Code	EA	Prelim. Budget	=B1-EA
Restricted Fund Balance Low Incidence	9791	256,489	444,081	187,592
Reserve for Economic Uncertainty	9791	408,207	610,661	202,454
Federal-ARRA			500,000	500,000
Categorical Flexibility			150,300	150,300
Categorical Sweep		94,376		(94,376)
Total Beginning Balance	9791	759,072	1,705,042	945,970
Revenue				
Revenue Limit	8091	3,746,633	3,604,500	(142,133)
AB602 Allocation	8097	1,615,982	1,548,422	(67,560)
AB602 Allocation		5,362,615	5,152,921	(209,694)
Prior Year Apportionment	8319	0	0	
Other State Revenue	8590	0	0	
Other State Revenue		0	0	
Interagency Fees Bill Back to Districts	8677	24,411,342	23,256,928	(1,154,414)
Interagency Fees Special Circumstance Aids	8677	2,967,292	2,570,000	(397,292)
Other Local Revenue/EE contract	8699	338,193	113,193	(225,000)
Other Local Revenue		27,716,827	25,940,121	(1,776,706)
Transfer in from Other Fund	8919			
Contribution from Unrestricted	8980	0		
Contribution from Indirect	8981	562,987	508,750	(54,236)
Contribution from Restricted	8990	0	0	
Contribution to Restricted Routine Maint.	8991	-198,312	0	198,312
Contribution to Food Services	8992	-106,857	-126,860	(20,003)
Contribution to Special Ed	8993	0	0	
Total Contributions		257,818	381,890	124,073
Total Revenue		33,337,260	31,474,932	(1,862,327)
Expenditures				
Teachers Salaries	1100	8,390,302	8,030,553	(359,749)
Pupil Support Salaries	1200	1,272,252	1,216,079	(56,173)
Supervisor/Administrators	1300	1,253,269	1,087,022	(166,247)
Other Certificated	1900	958,649	924,954	(33,695)
Total Certificated		11,874,472	11,258,608	(615,864)
Instructional Assistants	2100	7,461,288	7,315,348	(145,940)
Classified Support Salaries	2200	675,093	628,599	(46,494)
Supervisors/Managers	2300	323,412	411,830	88,418
Clerical/Technical	2400	799,062	751,398	(47,664)
Short term Sub	2900	149,800	0	(149,800)
Total Classified		9,408,655	9,107,175	(301,480)
STRS/PERS	3100-3200	1,704,775	1,643,145	(61,630)
Medicare and PARS	3300	273,545	265,582	(7,963)
Health and Welfare	3400	3,603,801	3,899,904	296,103
Unemployment	3500	58,199	55,994	(2,205)
Worker's Comp	3600	368,070	354,132	(13,938)
Retiree's Benefit	3700	0	0	
PERS Reduction	3800	324,965	323,042	(1,923)
Life Insurance/Other	3900	228,397	29,583	(198,814)
Total Benefits		6,561,752	6,571,382	9,630

Orange County Department of Education
Special Schools Program

Appendix A

FINAL 6-11-2009	Object Code	2008-2009	2009-2010	
		EA	Prelim. Budget	=B1-EA
Textbooks	4100	150	150	-
Other Books	4200	820	900	80
Materials and Supplies	4300	354,810	368,510	13,700
NonCapitalized Equipment	4400	35,800	55,550	22,950
Total Books and Supplies		391,380	428,110	36,730
Travel and Conference	5200	108,650	136,000	27,350
Dues and Membership	5300	1,513	1,513	-
Utilities	5500	166,600	177,600	11,000
Rents/Leases/Repairs	5600	975,013	668,863	(306,150)
Transfer of Direct Costs	5700	16,640	24,050	7,410
Professional/Consulting Services	5800	477,770	410,170	(67,600)
Communications	5900	123,790	122,790	(1,000)
Total		1,869,976	1,540,986	(328,990)
Improvement on Sites	6100	500	500	-
Buildings	6200	6,500	6,500	-
Capitalized Equipment	6400/6500	0	0	-
Total		7,000	7,000	-
Support Costs	7340	2,257,968	2,167,970	(89,998)
Support Contributions	7341	582,987	508,750	(54,236)
IFT out-other authorized IFT		107,400	107,400	-
Total Support		2,928,354	2,784,120	(144,234)
Total Expenditures		33,041,589	31,697,380	(1,344,209)
Restricted Fund Balance Low Incidence	9780	444,081	531,673	
Reserve for Economic Uncertainty	9780	610,661	950,921	
Ending Fund Balance		1,054,742	1,482,594	427,852
Total bill back=H12+H84+H85		24,411,342	23,256,928	(1,154,414)
Average enrollment		606	579	-27
Actual/Estimated Bill Back per pupil		\$ 40,283	\$ 40,167	(115)
Increase per student from prior year				-0.29%

Appendix B

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2009-2010 Pupil Transportation Budget (B1)

	2009-10 Budget as of (B1)	Less: ACSD Full Cost Buses	Less: CUSD Full Cost Buses	Less: Long Beach Full Cost Buses	Less: Cypress Full Cost Buses	Less: Bus Attendants	Less: Full Cost Services	2009-10 Estimated for Billings	Amount Invoiced & State Aid
1. Average number of pupils transported	334.00							334.00	
2. Total number of student days	213.00							213.00	
3. Classified Salaries	76,048.00							76,048.00	106,615
4. Employee Benefits	26,160.00							26,160.00	2.97%
5. Supplies	500.00							500.00	
6. Travel/Conferences/Dues/Memberships	1,500.00							1,500.00	
7. Other Expenses	-							-	
8. Contracts with Private Contractors (5100)	4,360,121.00	351,510.27	100,741.45	-	-	-	11,396.16	3,896,473.12	
9. Payments to Private Carriers (5830)	25,000.00							25,000.00	
10. Other Services/Operating Expenses	474.00							474.00	
11. Equipment/Replacement	630.00							630.00	
12. Therapy Transportation	-							-	
Subtotal Direct Costs	4,360,121.00	351,510.27	100,741.45	-	-	-	11,396.16	4,026,785.12	
13. Direct Support costs	130,312.00	351,510.27	100,741.45	-	-	-	11,396.16	(333,335.88)	
14. Total Direct/Direct Support Costs	2.99%	351,510.27	100,741.45	-	-	-	11,396.16	(463,647.85)	
15. Indirect Support Costs @ 1%	1,303.00							1,303.00	
16. Total Transportation Cost Allocation	4,491,736.00	351,510.27	100,741.45	-	-	-	11,396.16	4,028,088.12	
17. State Transportation Entitlement	1,977,157.00							1,977,157.00	
PROPOSED 65% REVENUE CUT	(1,285,152.05)							(1,285,152.05)	
MAA Revenue	-							-	
5% Full Cost Buses	-							-	
Full Cost Services	-							-	
18. Beginning Fund Balance	-							-	
Total	692,004.95	-	-	-	-	-	-	692,004.95	49.08%
19. Excess Transportation Cost	9,799,791.05	351,510.27	100,741.45	-	-	-	11,396.16	3,336,083.17	1,751,178.89
19a. Per Pupil Excess Cost Line19/Line1	-							9,988.27	2,284,838.06
20. Average Number of Pupils for District	-							-	(455,719.04)
21. Total District Responsibility (line 20 x line 19)	-							-	
20a. District cost for Buses	-							-	
20b. Full Cost Services	-							-	
20c. Bus Attendants	-							-	
Sub-Total	-							-	
22. Amount Previously Paid	-							-	
23. Net Amount Due	-							-	

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE /RATIFY STUDENT TEACHING AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON COMMENCING JULY 1, 2009 THROUGH JUNE 30, 2014

Background: California State University, Fullerton is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the District for providing master teachers to student teachers. The University determines the rate of the stipend, which will be calculated on the rate of \$25.00 per semester unit per student.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve/Ratify student teaching agreement with California State University, Fullerton commencing July 1, 2009 through June 30, 2014.

MD:cs
Attachment

**CALIFORNIA STATE UNIVERSITY, FULLERTON
STUDENT TEACHING AGREEMENT**

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of California State University, Fullerton, noted below, all of which are hereinafter called "UNIVERSITY" and Fullerton School District as noted below, hereinafter called the "DISTRICT":

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the services rendered by the District; and

WHEREAS, the honorarium of payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The UNIVERSITY and DISTRICT are as follows:

UNIVERSITY:

Californas State University, Fullerton, 2600 East Nutwood Avenue, P.O. Box 6808, Fullerton, CA 92831-6808 and DISTRICT.

Fullerton SD of Orange County.

The TERM of the Agreement is from 7/1/09 to 6/30/14.

The SERVICES to be provided by District to University shall not exceed 320 Semester Units of Practice Teaching.

The STATE shall pay DISTRICT for such services at the RATE AND AMOUNT of \$25.00 per semester unit, not to exceed a total payment of \$ 8000.00 annually.

This Agreement supercedes all previous Agreements for the term indicated.

GENERAL TERMS

1. The District shall provide to University students, teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of certified Teachers of the District, as the District and University, through their duly authorized representatives may agree upon.

The District may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District. Upon request of the District, at its sole discretion, the University shall terminate the assignment of any student of the University to practice teaching in the District.

“Practice Teaching” is used herein and elsewhere in this agreement means active participation in the duties and functions of classrooms teaching under the direct supervision instruction of employees of the District holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately twenty (20) minutes of practice teaching daily three (3) days per week for eighteen (18) weeks during regular session.

3. An assignment of a student of the University to practice teaching in schools or classes of the Districts shall be at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the University to practice teaching is terminated by the University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the quarter units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the University, the District shall submit an invoice, in triplicate, to the University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

INSURANCE

1. The University and District shall secure and maintain at all times during the Term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
 - A. Such coverage provided by The University and District may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
 - B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - 1) Each Occurrence \$1,000,000
 - 2) General Aggregate \$3,000,000
 - C. The University and District shall each secure and maintain at all times during the Term of the contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employee. Such coverage provided by The University and District may be afforded via commercial insurance or self-insurance.
 - D. Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

The University and District shall further provide for thirty (30) day advance written notice of any modification, change or cancellation of any of the above insurance coverages.

The foregoing insurance limits and /or requirements as referred to under Section (B) above shall be subject to changes in, or modifications or, coverage, forms, and/or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandated, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party of such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms, and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period for renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of the thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

2. The University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Risk Manager, 400 Golden Shore, Suite 210, Long Beach, CA 90802.

GOVERNING LAW

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced and governed by California laws.

INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other part harmless from all liability for damage to persons or property arising out of, or resulting from, negligent acts or omissions of the indemnifying party.

FINGERPRINTING/BACKGROUND CHECKS

In accordance with California Education Code Section 44320 (b), each credential candidate prior to assignment to District must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that student's receive a Certificate prior to beginning their assignment in the District.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

UNIVERSITY:
CALIFORNIA STATE UNIVERSITY,
FULLERTON

DISTRICT:
FULLERTON SCHOOL DISTRICT

By: _____
Tia Damron

By: _____

Title: _____
Contract Analyst

Title: _____

Date: _____

Date: _____

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____, 200__.

“It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the _____ is hereby authorized to execute the same.”

(District)

(County)

By

Clerk, Secretary (strike one) of the Governing
Board of the School District

CONSENT ITEM

DATE: July 21, 2009

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, 2009 - JUNE 30, 2009)

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, 2009 - June 30, 2009).

MD:cs
Attachment

2008-2009 Quarterly Report on Williams Uniform Complaints [Required by Education Code § 35186]

District: Fullerton School District

Person completing this form: Mark Douglas

Title: _____

- Quarter #1 July 1 to September 30, 2008 **Report due by October 31, 2008**
- Quarter #2 October 1 to December 31, 2008 **Report due by January 30, 2009**
- Quarter #3 January 1 to March 31, 2009 **Report due by April 30, 2009**
- Quarter #4 April 1 to June 30, 2009 **Report due by July 31, 2009**

Date for information to be reported publicly at governing board meeting: July 21, 2009

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancy or Misassignment	0		
Facilities Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	0		
TOTALS	0		

Print name of Superintendent: Mitch Hovey, Ed.D.

Signature of Superintendent: _____

Date: _____

Please submit to:

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

CONSENT ITEM

DATE: July 21, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE CONSULTANT AGREEMENT FOR THE 2009/2010 SCHOOL YEAR WITH ACTION LEARNING SYSTEMS (ALS) TO PROVIDE SB 472 ENGLISH LANGUAGE ARTS PROFESSIONAL DEVELOPMENT TRAINING TO DISTRICT TEACHERS**

Background: Senate Bill SB 472 provides funding to local educational agencies for professional development in mathematics and reading/language arts. Action Learning Systems, Inc., a California Department of Education approved SB 472 provider for English Language Arts: Steck-Vaughn California Gateways, will provide professional development training for Fullerton School District 4–8 grade teachers who will be teaching the intervention program during the 2009/2010 school year. Training will be provided by certified instructors knowledgeable with the instructional materials and strategies to increase teacher content knowledge to support student achievement.

Action Learning Systems SB 472 Institute includes:

- Five days (40 hours) of professional development
- Training Manual per participant
- A Reading/English Language Arts Framework per participant
- An ALS Logo Bag per participant
- A continental breakfast and lunch

Rationale: Teachers from Program Improvement Schools and Special Education will benefit from extensive training for the newly adopted English Language Arts Intervention program.

Funding: The cost of the institute is \$750.00 per participant to be paid from District Title I funds, State Fiscal Stabilization Funds, and school site categorical funds. Total contract price not to exceed \$24,750.00.

Recommendation: Approve Consultant Agreement for the 2009/2010 school year with Action Learning Systems (ALS) to provide SB 472 English Language Arts Professional Development Training to District teachers.

JM:sa
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, Inc., 3490 Industrial Blvd. #100, West Sacramento, California 95691, (916) 447-0762**, hereinafter referred to as CONSULTANT."

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, CONSULTANT 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 Consultant:

Following SB 472 Training on Steck-Vaughn California Gateways:

- **Five days (40 hours) of professional development**
- **Training Manual per participant**
- **A Reading/English Language Arts Framework per participant**
- **An ALS Logo Bag per participant**
- **Continental breakfast and lunch**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **July 27-31, 2009.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a fee of **Seven Hundred Fifty Dollars (\$750.00) per participant.** Total contract price not to exceed **Twenty-Four Thousand, Seven Hundred Fifty Dollars (\$24,750.00).**

CONSULTANT shall submit a detailed 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, except as follows: **N/A**.

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, except as follows: **N/A**. CONSULTANT'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. CONSULTANT agrees that all materials, 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 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. 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.

9. 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.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Nondiscrimination. CONSULTANT agrees that he/she will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age of such persons.

17. 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.

18. 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:

CONSULTANT:

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

Action Learning Systems, Inc.
3940 Industrial Blvd. #100
West Sacramento, CA 95691
916-447-0762

19. 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.

20. 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.

21. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY of July 2009

Fullerton School District _____
(Name of District)

Action Learning Systems, Inc. _____
(Consultant Name)

By: _____
Signature

By: _____
Signature

Mitch Hovey, Ed.D. _____
Typed Name

Vicki Alterwitz _____
Typed Name

Superintendent

Title

Vice President

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: July 21, 2009
TO: Board of Trustees
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CONSULTANT AGREEMENT WITH LOURENE HAPPOLDT FOR THE 2009/2010 SCHOOL YEAR

Background: The District has in the past made consulting agreements with individuals with critical information to the proper functioning of the District as positions are in transition. These services are rendered for a limited time basis allowing for the individual who is going to fill the vacancy to have expert advice and consulting during the transition.

Rationale: The current position of Director III, Student Support Services was vacated through the retirement of Lourene Happoldt. The District is seeking her services during the transition period. The contract is not to exceed 5 days of service to be determined mutually between Janet Morey, Assistant Superintendent, Educational Services, and Lourene Happoldt.

Funding: Educational Services/Student Support Services budget.

Recommendation: Approve/Ratify Consultant Agreement with Lourene Happoldt for the 2009/2010 school year.

MD:cs
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Lourene Happoldt (address on file)** hereinafter referred to as "CONSULTANT."

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, CONSULTANT 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 CONSULTANT:

Provide support for litigation in progress, develop next steps and timelines for summer and 2009/10 school year, staffing, 2009/10 Budget, Policy review and Student Support Service transition to new Director III.

Services shall be provided by **Lourene Happoldt**.

2. Term. CONSULTANT shall provide services under this AGREEMENT from **July 1, 2009 through October 30, 2009 (up to 5 days). The Consultant Agreement is not to exceed five days of service to be determined mutually between Janet Morey, Assistant Superintendent, Educational Services, and Lourene Happoldt.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed per diem of **five hundred and eighty-two Dollars and thirty cents (\$582.30) per day**. CONSULTANT shall submit a detailed 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, except as follows: **CONSULTANT shall not exceed zero dollars (\$0.00) per day. Any travel expenses shall be pre-approved in writing by the 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, except as follows: **N/A**. CONSULTANT'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. CONSULTANT agrees that all materials, 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 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. 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.

9. 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.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance 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.

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

12. 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.

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15. 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.

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17. 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.

18. 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:
Lourene Happoldt
(address on file)

19. 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.

20. 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.

21. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 21st DAY of July 2009

Fullerton School District
(Name of District)

By:

Signature

Janet Morey
Typed Name

**Assistant Superintendent, Educational
Services**
Title

Lourene Happoldt
(Consultant Name)

By:

Signature

Lourene Happoldt
Typed Name

Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1090 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$1,307.79 (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1090 for the 2008/2009 school year. The total amount presented for approval is \$1,307.79.

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

01	General Fund	<u>\$1,307.79</u>
	Total	\$1,307.79

Rationale: Warrants are used by school districts as payments for goods and services.

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

Recommendation: Approve/Ratify warrant number 1090 for the 2008/2009 school year in the amount of \$1,307.79 (District 48, Amerige Heights).

GC:SS:sg

CONSENT ITEM

DATE: July 21, 2009

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

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTIONS 08/09-B040 THROUGH 08/09-B046 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 08/09-B040 through 08/09-B046 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

GC:BS:sf
Attachment

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

WHEREAS, the governing Board of the Fullerton School District has determined that the previously budgeted income in the amount of \$1,107,324 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	\$223,088
8041	Secured Rolls Tax	-281,609
8042	Unsecured Rolls Taxes	6,221
8043	Prior Years' Taxes	-563,692
8044	Supplemental Taxes	-415,141
8045	Education Revenue Augmentation Fund	-329,197
8290	All Other Federal Revenue	4,371
8311	Other State Apportionments – Current Year	-9,753
8650	Leases and Rentals	15,000
8699	All Other Local Revenue	244,667
8792	Transfers of Apportionments from County Offices	-1,279
	Total:	-\$1,107,324

WHEREAS, the governing Board 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	\$69,020
2000	Classified Salaries	54,746
3000	Employee Benefits	4,366
4000	Books and Supplies	694,949
5000	Services & Other Operating Expenses	218,008
6000	Capital Outlay	64,371
9770	Designated for Economic Uncertainties	-2,244,050
9780	Other Designations	31,266
	Total:	-\$1,107,324

Explanation: This Resolution reflects increased revenue from the Fullerton Collaborative; Medi-Cal Administrative Activity (MAA); various donations; as well as reimbursements and donations from PTA's and ASB's. Also reflected is an increase to revenue and expenditures for Intervention and Hourly Programs, as well as the Saturday School Opportunity Attendance Recovery Program (SSOAR). Revenue Limit reductions are a result of the California State Legislature May Revised Budget Proposal. Adjustments to project expenditures in the Unrestricted General Fund are also reflected.

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

Date: _____

By: _____

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$36,758 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8182	Special Education – Discretionary Grants	\$1,858
8290	All Other Federal Revenue	29,288
8590	All Other State Revenue	5,612
	Total:	\$36,758

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$158,361
2000	Classified Salaries	84,708
3000	Employee Benefits	65,113
4000	Books and Supplies	-342,377
5000	Services & Other Operating Expenses	73,132
7000	Other Outgo	-2,179
	Total:	\$36,758

Explanation: This Resolution reflects an increase to revenue and expenditures for Title V Innovative Strategies; Title IV Safe & Drug Free Schools; English Language Acquisition Program (ELAP); Special Ed IDEA Preschool; as well as a decrease to Peer Assistance Review (PAR); and adjustments to project expenditures in the General Fund Categorical programs.

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 governing Board 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>Income Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,950
2000	Classified Salaries	10,579
3000	Employee Benefits	-8,505
4000	Books and Supplies	-7,278
5000	Services & Other Operating Expenses	-1,746
	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 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
RESOLUTION FOR EXPENDITURE
District 22**

WHEREAS, the governing Board of the Fullerton School District has determined that the previously budgeted income in the amount of \$80,607 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8540	Deferred Maintenance Allowance	-\$80,607
	Total:	-\$80,607

WHEREAS, the governing Board 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>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$3,615
5000	Services & Other Operating Expenses	103,423
6000	Capital Outlay	-113,391
9780	Other Designations	-67,024
	Total:	-\$80,607

Explanation: This Resolution reflects a reduction to the 07/08 State Deferred Maintenance allowance and match to 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 governing Board 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:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
6000	Capital Outlay	<u>-\$200,000</u>
9780	Other Designations	<u>200,000</u>
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 a reduction to project expenditures in the Building 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 governing Board 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	-\$222
5000	Services & Other Operating Expenses	-441
6000	Capital Outlay	-199,165
9780	Other Designations	199,828
	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 a reduction to projected expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$6,000 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:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	<u>\$6,000</u>
	Total:	<u>\$6,000</u>

WHEREAS, the governing Board 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	<u>-\$1,131,949</u>
5000	Services & Other Operating Expenses	<u>-10,844</u>
9780	Other Designations	<u>1,148,793</u>
	Total	<u>\$6,000</u>

Explanation: This Resolution reflects an increase to revenue for projected interest earnings and a reduction to projected expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1060 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$1,224.44 (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1060 for the 2008/2009 school year. The total amount presented for approval is \$1,224.44.

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

01	General Fund	<u>\$1,224.44</u>
	Total	\$1,224.44

Rationale: Warrants are used by school districts as payments for goods and services.

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

Recommendation: Approve/Ratify warrant number 1060 for the 2008/2009 school year in the amount of \$1,224.44 (District 40, Van Daele).

GC:SS:sg

CONSENT ITEM

DATE: July 21, 2009

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 15, 2009.

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
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
David	Berdeja	Bus Driver/sub	*Hire substitute status	07/01/09	56	533.00	565/566	B21/1
Jose	Rivera	Carpenter/sub	*Hire substitute status	07/01/09	53		533	B30/6
Sally	Barron	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Rachel	Boecking	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Julie	Emrick	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Melody	Gaylord	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Heidi	Harris	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Jane	Harris	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Eleanor	Johnson	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Diane	Joseph	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Linda	Knoff	Ed. Media Asst./sub	*Hire substitute status	06/17/09	99		304	B19/6
Karen	Laiola	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Kathy	Maeseele	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Mary	Marquez	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/6
Gloria	Meitzler	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Vivian	Ramirez	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Mary	Reese	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Katherine	Robinson	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Mary	Scott	Ed. Media Asst./sub	*Hire substitute status	06/17/09	99		999	B19/6
Judy	Swanson	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Laura	Whipple	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Sherrie	Williamson	Ed. Media Asst./sub	*Hire substitute status	07/01/09	99		999	B19/1
Albert	Santillan	Electrician/sub	*Hire substitute status	07/01/09	53		533	B32/1
Janet	Rock	EMT and EMA	*Hire substitute status	07/01/09	99		999	B251
Paul	Salas	HVAC Technician/sub	*Hire substitute status	07/01/09	53		533	B32/1
Hanna	Chon	Instr. Asst./Tech./sub	*Hire substitute status	07/20/09	99		999	B14/1
Manuel	Reyes	Supervisor of Operations/sub	*Hire substitute status	07/01/09	53	8.00	547/542	M10/1
Pauline	Hill	Administrative Secretary	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	58	8.00		M03/3
Maria	Serna	Administrative Secretary	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	58	8.00		M03/3
Guillermina	Serrano	Administrative Secretary	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M03/2
Rebecca	Silva	Asst. Dir. Business Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M18/3
Amanda	Colon	Asst. Dir. Food Services	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	90	8.00		M10/1
Samuel	Ricchio	Asst. Dir. Info. Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	59	8.00		M16/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Kenneth	Reynoso	Asst. Dir. Maint. & Opr.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	53	8.00		M14/3
Gary	Cardinale	Asst. Sup. Business Svcs.	3% voluntary reduction total comp 2009/10 work year	07/01/09	50	8.00		Cont.
Ellen	Ballard	Board Member	3% voluntary reduction of annual salary for 2009/10	07/01/09	57			Board
Beverly	Berryman	Board Member	3% voluntary reduction of annual salary for 2009/10	07/01/09	57			Board
Minard	Duncan	Board Member	3% voluntary reduction of annual salary for 2009/10	07/01/09	57			Board
Hilda	Sugarman	Board Member	3% voluntary reduction of annual salary for 2009/10	07/01/09	57			Board
Lynn	Thornley	Board Member	3% voluntary reduction of annual salary for 2009/10	07/01/09	57			Board
Larry	Lara	Director Maint. & Operations	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	53	8.00		M25/3
Suwen	Su	Director of Business Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M26/3
Marilee	Cosgrove	Director of Child Care Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	60	8.00		M18/3
Kathleen	Carroll	Director of Class. Pers.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	58	8.00		Cont.
Lisa	Saldivar	Director of Food Services	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M18/3
Michael	Brito	Director of Transportation	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	56	8.00		M18/3
Donna	Schnars	Executive Secretary	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	57	8.00		M08/3
Rachel	Grantham	Financial Analyst	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M12/3
Debra	Fry	Payroll Coordinator	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M07/3
Monique	Bosse	Sup. Child Care Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	60	8.00		M09/1
Linda	Jimenez-Martinez	Sup. Child Care Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	60	8.00		M09/3
Rosalia	Martinez	Sup. Child Care Svcs.	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	60	8.00		M09/3
Ronald	Mullins	Sup. of Purch. & Stores	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	50	8.00		M13/3
Debra	Vasquez	Trans.Instr./Asst. Manager	3% reduction total comp 2009/10 includes 2 day voluntary reduction in work year	07/01/09	56	8.00		M10/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Daniel	Smith	Glazier/Painter	Amend retirement date from 6/30/09	07/01/09	53	8.00		
Martha	Revueltas	Food Service Asst. I/sub	Amend separation date from 4/22/09	06/11/09	90		606	B08/1
Sarah	Castillo	Food Services Spec.	Change last name from Brown-Eberle	07/01/09	90	8.00	606	B21/6
Sara	Gearhart	Sr. Secretary	Change last name from Faux	05/13/09	50	8.00		
Maria	Reynosa	Playground Sup./sub	Change to substitute status	06/11/09	21		100	B11/1
Linda	Tettermer	Playground Sup./sub	Change to substitute status	08/31/09	27		100	B11/1
Kim	Valadez	Playground Sup./sub	Change to substitute status	04/18/09	26		100	B11/1
Bertha	Briones de Raygoza	Playground Sup.	Decrease hours from 15.0/wk	05/11/09	28	9.0/wk	100/102	B11/1
Alina	Martinez	Playground Sup.	Decrease hours from 15.0/wk	05/11/09	28	9.0/wk	100/102	B11/1
Katherine	Carmona	Playground Sup.	Decrease hours from 7.5/wk	05/11/09	28	6.6/wk	100	B11/1
Tania	Galvan	Playground Sup.	Decrease hours from 7.5/wk	05/11/09	28	4.0/wk	100	B11/1
Bertha	Ledezma	Playground Sup.	Decrease hours from 7.5/wk	05/11/09	28	2.5/wk	97	B11/1
Kenda	Martinez	Playground Sup.	Decrease hours from 7.5/wk	05/11/09	28	6.5/wk	100	B11/1
Donna Jo	Trujillo	Playground Sup.	Decrease hours from 7.5/wk	05/11/09	28	6.6/wk	100	B11/1
Linda	Ahmadi	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Joshua	Alexander	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/3
Ismael	Arellano	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/2
Mario	Atilano	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/3
Joyce	Benjamin	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Yvonne	Carlos	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Christopher	Carrillo	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/4
Theresa	Cauley	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Cydney	Hebert	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Kathryn	Hebert	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Jerri	Hebert	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/29/09	29	4.50	124	B14/1
Deborah	Katz	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Gena	Knighton	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Michelle	Ligao	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Deborah	Mittelman	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Rene	Mora	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/4
Salame	Nasser	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/2
Barbara	Neff	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Barbara	Ormseth	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Mariana	Pharris	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Deborah	Quirk-Lutman	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Susan	Robinson	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Karin	Schubert	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Kathleen	Stonebraker	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Francine	Tavarez	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Angelica	Villa	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Elizabeth	Vosseler	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/3
Robin	Whitaker	Instr. Asst./SE I	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Patricia	Bram	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/2
Mahealani	Burgess	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Alicia	Gordon	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Heather	Happoldt	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Joyce	McCullah	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Julie	Molina	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Patricia	Smith	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Deborah	York	Instr. Asst./SE II A	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Tonya	Belleque	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Theresa	Bill	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Megan	Cooley	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/3
Angela	Corral	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Cynthia	Garcia	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/2
Noemi	Iniguez	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/2
Juliet	Knight	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/3
Cristina	Lupini	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/3
Jesus	Miramontes	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Agnes	Oleksyszyn	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Charlotte	Prellitz	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/3
Maria	Santos	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Synoeun	Seang	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Karine	Seikeldjian	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Christina	Shimizu	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/4
Suzanne	Vitela	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/6
Margaret	Yocum	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	124	B14/6
Marcos	Stout	Instr. Asst./SE II B	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B14/3
Robin	McCormick	School Office Mgr.	Employ ext. year summer program to 7/17	06/16/09	29	5.00	123/124	B25/6
Wendy	Cochran	Speech Lang. Path Asst.	Employ ext. year summer program to 7/17	06/22/09	29	4.50	123	B21/4
Nanette	Rollert	School Office Mgr.	Employ summer arts program 6/24-7/2/09	06/24/09	13	4.00	416	B25/6
Catherine	Brown	After School Site Lead	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B18/6
Mayra	Zavala	After School Site Lead	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B18/6
Scott	Hutchinson	Instr. Asst./Rec	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B11/4
Jennifer	Bradley	Instr. Asst./Rec.	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B11/4
Edith	Mendoza	Instr. Asst./Rec.	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B11/3
Marissa	Olivas	Instr. Asst./Rec.	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B11/4
Lilia	Ruiz	Instr. Asst./Rec.	Employ summer camp 6/12-8/14/09	06/12/09	60	30.0/wk	82	B11/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Lauren	Dodd	Instr. Asst./Rec.	Employ summer camp 6/15-8/14/09	06/15/09	60	30.0/wk	82	B11/3
Jamie	Chapman	After School Site Lead	Employ summer camp 6/20-8/19/09	06/20/09	60	40.0/wk	082/085	B18/4
Joni	David	After School Site Lead	Employ summer camp 6/20-8/19/09	06/20/09	60	40.0/wk	082/085	B18/5
Melissa	Tovar	After School Site Lead	Employ summer camp 6/20-8/19/09	06/20/09	60	40.0/wk	329/082	B18/5
Jana	Mosqueda	After School Site Lead	Employ summer camp 6/24-8/19/09	06/24/09	60	40.0/wk	85	B18/5
Michael	Vallejo	After School Site Lead	Employ summer camp 6/24-8/19/09	06/24/09	60	30.0/wk	85	B18/5
Linda	Barbato	Food Services Asst. III	Employ summer program 6/22-7/17/09	06/22/09	90	25.0/wk	606	B16/6
Vicki	Hernandez	Food Services Asst. III	Employ summer program 6/22-7/17/09	06/22/09	90	25.0/wk	606	B16/6
Roxana	Avilez	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.20	566	B21/6
Maria Terry	Gonzalez	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/6
Debbie	Javelosa	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.20	566	B21/6
Donna	Jensen	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/6
Kren	Kingston	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/6
Ramon	Loza	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/6
Cristi	Medina	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/6
Sailasa	Nailava	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.40	566	B21/6
Delfia	Orantes	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/5
Reina	Osorio	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/5
Maria Esther	Quinones	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.00	566	B21/6
Dorothy	Thom	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.50	566	B21/6
Nina	Wilson	Bus Driver	Employ summer school 6/22-7/17/09	06/22/09	56	4.30	566	B21/6
Diane	Bardwell	Bus Driver	Employ summer school 6/29-7/30/09	06/29/09	56	4.00	566	B21/3
Khotir	Pou	Bus Driver	Employ summer school 7/6-7/31/09	07/06/09	56	4.00	566	B21/4
Dong	Lee	Custodian I	End working out of classification	04/06/09	27	8.00	542	B17/6
Alicia	Tavarez	Clerical Asst. II/BB	Extra summer work	06/24/09	17		403/097	B20/6
Laura	Lopez-Gonzalez	CELDT Assess. Asst.	Extra summer work /CELDT 6/29-7/24/09	06/29/09	22	25.0/wk	507	B20/6
Leticia	Cruz	Instr. Asst. BB	Extra summer work /CELDT 6/29-7/24/09	06/29/09	22	20.0/wk	507	B14/6
Carla	Romero	Instr. Asst./BB	Extra summer work /CELDT 6/29-7/24/09	06/29/09	22	20.0/wk	507	B14/6
Shawn Lee	Chong	Instr. Asst./BBK	Extra summer work /CELDT 6/29-7/24/09	06/29/09	23/27	20.0/wk	507	B14/6
Deanna	Padilla	Instr. Asst./Rec.	Extra summer work 6/12-6/19/09	06/12/09	60	30.0/wk	85	B11/4
Hugo	Romo	Custodian I	Extra summer work 6/13-8/29/09	06/13/09	53	5.50	542	B17/6
Valerie	Cuevas	After School Site Lead	Extra summer work 6/15-6/17/09	06/15/09	60	15.00	329	B18/1
Melissa	Pepin	After School Site Lead	Extra summer work 6/15-6/17/09	06/15/09	60	15.0/wk	329	B18/1
Sailasa	Nailava	Bus Driver	Extra summer work 6/15-6/19/09	06/15/09	56		566	B21/6
Omar	Ramos	Custodian I	Extra summer work 6/15-8/14/09	06/15/09	60	2.00	82	B17/4
Dorothy	Thom	Bus Driver	Extra summer work 6/15-8/21/09	06/15/09	56		532	B21/6
Thomas	Vasquez	Bus Driver	Extra summer work 6/15-8/21/09	06/15/09	56		532	B21/3
Hugo	Romo	Custodian I	Extra summer work 6/15-8/28/09	06/15/09	53	3.75	542	B17/6
Frank	Rangel	Transporter	Extra summer work 6/15-8/28/09	06/15/09	50	8.00	531	B20/6

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Peter	Farquhar	Custodian I	Extra summer work 6/15-8/30/09	06/15/09	22	8.00	542	B17/6
Kang	Choi	Instr. Asst./BBK	Extra summer work 6/16/09	06/16/09	22	3.00	603	B14/4
Yvonne	Esqueda	Bus Driver	Extra summer work 6/22-6/25/09	06/22/09	56		566	B21/6
John	Marino	Custodian/Transporter	Extra summer work 6/22-6/26/09	06/22/09	50	8.00	531	B20/4
Feliciano	Hernandez	Transporter	Extra summer work 6/22-6/26/09	06/22/09	50	8.00	531	B20/4
Jose	Saldana	Custodian I	Extra summer work 6/22-7/17/09	06/22/09	90	3.75	606	B17/3
Alicia	Solis	Custodian I	Extra summer work 6/22-7/31/09	06/22/09	53	3.75	542	B17/6
Erika	Rodriguez	Social Service Asst.	Extra summer work 6/22-8/19/09	06/22/09	60	8.00	310	B17/6
Tania	Ruiz	Social Service Asst.	Extra summer work 6/22-8/19/09	06/22/09	60	8.00	343/392	B17/6
Joycelynn	Metz	Secretary	Extra summer work 6/24-6/26/09	06/24/09	55	8.00	316	B21/2
Maria	Soberanis	School Office Mgr.	Extra summer work 6/24-6/30/09	06/24/09	19	8.00	97	B25/3
Anita	Nicholson	Clerical Asst II	Extra summer work 6/24-7/17/09	06/24/09	11	8.00	117	B19/6
Melisa	Blevins	Clerical Asst. I	Extra summer work 6/24-7/17/09	06/24/09	11	8.00	117	B17/5
Teri	Kawaguchi	School Office Mgr.	Extra summer work 6/24-7/17/09	06/24/09	11	8.00	117	B25/6
Roberto	Perez	Trans./Bilingual Tech. Asst.	Extra summer work 6/24-8/7/09	06/24/09	54		514	B24/6
Marleen	Acosta	Clerical Asst. II/BB	Extra summer work 6/29-7/10/09	06/29/09	20	16.00	345	B20/5
Delores	Cortez	Instr. Asst./BB	Extra summer work 6/29-7/24/09	06/29/09	21	20.0/wk	507	B14/6
Maria	Soberanis	School Office Mgr.	Extra summer work 6/29-8/7/09	06/29/09	54	8.00	420	B25/3
Francine	Finch	School Office Mgr.	Extra summer work 7/13-8/7/09	07/13/09	59	8.00	309	B25/6
Jassey	Navarro	Clerical Asst. II	Extra summer work 7/1-8/8/09	07/01/09	54		420	B19/6
Alicia	Solis	Custodian I	Extra summer work 8/01-8/30/09	08/01/09	17	8.00	542	B17/6
Jose	Saldana	Custodian I	Extra summer work 8/10-8/30/09	08/10/09	90	3.75	606	B17/3
Roxana	Avilez	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Diane	Bardwell	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/3
Albert	Barragan	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/3
Yvonne	Esqueda	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Debbie	Javelosa	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Donna	Jensen	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Karen	Kingston	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Ramon	Loza	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Cristi	Medina	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Sailasa	Nailava	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Ana	Navarrete	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Delfia	Orantes	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/5
Reina	Osorio	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/5
Khotir	Pou	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/4
Maria Esther	Quinones	Bus Driver	Extra summer work as needed/field trips	06/15/09	56		532	B21/6
Employee	2427		Five days unpaid suspension	05/05/09		8.00		
Jiang-Shin	Cheuk	Account Clerk I/sub	Hire substitute status	05/13/09	50		530	B20/1

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Susanna	Vallejo	Bus Driver/sub	Hire substitute status	07/01/09	56		565/566	B21/1
Rafael	Herrera	Custodian II/sub	Hire substitute status	06/30/09	53		542	B24/1
Blanche	Watts	Ed. Media Asst./sub	Hire substitute status	06/24/09	99		999	B19/6
Horacio	Martin	Instr. Asst./Rec./sub	Hire substitute status	06/11/09	60		999	B11/1
Trisha	McCormick	Instr. Asst./Rec./sub	Hire substitute status	07/01/09	99		999	B11/1
Louise	McKay	Instr. Asst./Rec./sub	Hire substitute status	07/20/09	11		999	B11/1
Adam	Bovie	Program. Support Spec./sub	Hire substitute status	08/31/09	59		309	B28/1
Desiree	Patriarca	Secretary/sub	Hire substitute status	06/12/09	55		999	B21/1
Kathleen	Orlino	Instr. Asst./SE I	Increase hours from 5.0/day	08/31/09	20	6.00	122	B14/3
Anne	McGinnis	Instr. Asst./SE I	Increase hours from 3.0/day	08/31/09	21	3.80	242	B14/6
Rukhsana	Javed	Instr. Asst./SE II B	Increase hours from 3.5/day	08/31/09	12	5.00	121	B14/4
Juliana	Baez	Instr. Asst./SE I	Increase hours from 3.8/day	08/31/09	27	6.00	242	B14/3
Elvia	Aviles	Playground Sup.	Increase hours from 5.0/wk	05/11/09	28	5.8/wk	100	B11/1
David	Berdeja	Bus Driver	Layoff - 39 mt. reemployment list	07/01/09	56	25.0/wk	565/566	B21/3
Susanna	Vallejo	Bus Driver	Layoff - 39 mt. reemployment list	07/01/09	56	25.0/wk	565/566	B21/3
Brenny	Carrillo	Clerical Asst. II/BB	Layoff - 39 mt. reemployment list	07/20/09	21/60	8.00	304/392	B20/3
Sally	Barron	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	26	3.75	304/402	B19/4
Rachel	Boecking	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	19	5.75	402/212	B19/6
Julie	Emrick	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	28	19.0/wk	403	B19/6
Melody	Gaylord	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	15	3.50	402/304	B19/6
Heidi	Harris	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	21	3.00	97	B19/6
Jane	Harris	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	21	6.00	402/212	B19/6
Eleanor	Johnson	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	18	3.50	402/097	B19/6
Diane	Joseph	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	16	4.00	402/100	B19/6
Karen	Laiola	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	28	35.0/wk	402/212	B19/6
Kathy	Maeseele	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	20		402/212	B19/3
Gloria	Meitzler	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	12	5.00	402/304	B19/6
Vivian	Ramirez	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	10	28.5/wk	402/304	B19/6
Mary	Reese	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	29	6.00	402/304	B19/6
Katherine	Robinson	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	25	7.00	212	B19/6
Judy	Swanson	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	24	15.0/wk	402	B19/6
Laura	Whipple	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	13	4.00	402/304	B19/6
Sherrie	Williamson	Ed. Media Asst.	Layoff - 39 mt. reemployment list	07/01/09	30	24.0/wk	402/304	B19/4
Janet	Rock	Ed. Media Tech.	Layoff - 39 mt. reemployment list	07/01/09	59	8.00	304/404	B25/6

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Albert	Santillan	Electrician	Layoff - 39 mt. reemployment list	07/01/09	53	8.00	533	B32/6
Gumercindo	Martinez	Gardener	Layoff - 39 mt. reemployment list	07/01/09	53	8.00	547	B19/3
Raul	Vargas	Gardener	Layoff - 39 mt. reemployment list	07/01/09	53	8.00	547	B19/6
Matthew	Schlater	Grounds Equip. Opr.	Layoff - 39 mt. reemployment list	07/01/09	53	8.00	533	B22/6
Paul	Salas	HVAC Technician	Layoff - 39 mt. reemployment list	07/01/09	53	8.00	533	B32/6
Hanna	Chon	Instr. Asst./Tech.	Layoff - 39 mt. reemployment list	07/20/09	18	3.00	94	B14/4
Sheila	Hawrylew	Instr. Asst./Tech.	Layoff - 39 mt. reemployment list	07/01/09	19	3.75	212	B14/3
Manuel	Reyes	Supervisor of Operations	Layoff - 39 mt. reemployment list	07/01/09	53	8.00	547/542	M10/3
Louise	McKay	Instr. Asst./Rec.	Layoff - declined comparable position	07/20/09	11	18.75/wk	304	B11/2
Joel	Chavez	Instr. Asst./Reg.	Layoff - declined comparable position	07/20/09	21	19.0/wk	302	B14/2
Christine	Martinez	Instr. Asst./Reg.	Layoff - declined comparable position	07/20/09	28	3.25	302	B11/3
Ashley	Farris	Instr. Asst./SE II A	Layoff - declined comparable position	07/01/09	22	3.00	122	B14/3
Jassey	Navarro	Clerial Asst. II	Layoff - bumped from 12 to 10.42 mts/yr.	07/01/09	54	8.00	420	B19/6
Emilio	Ceballos	Maintenance Worker I to Custodian I	Layoff - bumped due to layoff into Custodian II position	07/01/09	24	8.00	542	B24/6
Jim	Konegni	Facilities Maint. Insp. To Carpenter	Layoff - bumped into Carpenter position	07/01/09	53	8.00	533	B30/6
Robert	Juarez	Grounds Equip. Opr. to Gardener	Layoff - bumped into Gardener position	07/01/09	53	8.00	547	B19/6
James	Konegni II	Grounds Equip. Opr. to Gardener	Layoff - bumped into Gardener position	07/01/09	53	8.00	547	B19/6
William	Dugan	Skilled Trade Wkr./Lead to Grounds Equip. Opr.	Layoff - bumped into Grounds Equip. Opr. Position	07/01/09	53	8.00	547	B22/6
Michael	Perry	Locksmith to Maintenance Worker I	Layoff - bumped into Maint. Worker I	07/01/09	53	8.00	533	B25/6
Richard	Davis	Welder to Maintenance Worker I	Layoff - bumped into Maint. Worker I	07/01/09	53	8.00	533	B25/6
Jana	Mosqueda	After School Site Lead	Layoff - reduction from 10.42 to 10 mths.	07/20/09	60	8.00	85	B18/5
Michael	Vallejo	After School Site Lead	Layoff - reduction from 10.42 to 10 mths.	07/20/09	60	8.00	85	B18/5
Diane	Scharfe	After School Site Lead	Layoff - reduction from 12 to 10 months	07/20/09	60	8.00	85	B18/6
Monique	Bosse	After School Site Lead	Longevity increase to 2.0%	07/01/09	60	8.00		B18/6
Proceso	Jusay	Bus Driver	Longevity increase to 2.0%	07/01/09	56	26.6/wk		B21/6
Colleen	Sheehan	Food Serv. Asst. I	Longevity increase to 2.0%	07/01/09	90	3.00		B08/6
Pamela	De La Rosa	Instr. Asst./SE I	Longevity increase to 2.0%	07/01/09	22	3.50		B14/6
Lisa	Fiorillo Palomino	Instr. Asst./SE I	Longevity increase to 2.0%	07/01/09	11	3.30		B14/6
Catherine	Kwiatkowski	Instr. Asst./SE I	Longevity increase to 2.0%	07/01/09	25	6.00		B14/6
Yvonne	Lane	Instr. Asst./SE I	Longevity increase to 2.0%	07/01/09	11	6.00		B14/6
Anne	McGinnis	Instr. Asst./SE I	Longevity increase to 2.0%	07/01/09	21	3.80		B14/6
Frankie	Mora-Wochner	Instr. Asst./SE I	Longevity increase to 2.0%	07/01/09	29	6.00		B14/6
Deborah	Quirk-Lutman	Instr. Asst./SE II A	Longevity increase to 2.0%	07/01/09	29	6.50		B14/6

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Theresa	Cauley	Instr. Asst./SE II B	Longevity increase to 2.0%	07/01/09	26	6.00		B14/6
Agnes	Oleksyseyn	Instr. Asst./SE II B	Longevity increase to 2.0%	07/01/09	12	6.50		B14/6
Leticia	Cruz	Instruct. Asst./BB	Longevity increase to 2.0%	07/01/09	22	3.80		B14/6
Belinda	Ochoa	Instruct. Asst./BB	Longevity increase to 2.0%	07/01/09	18	15.5/wk		B14/6
Maria	Orozco	Instruct. Asst./BB	Longevity increase to 2.0%	07/01/09	12	3.75		B14/6
Soo-Nam	Choi	Instruct. Asst./BBK	Longevity increase to 2.0%	07/01/09	18	3.00		B14/6
Naidene	Warren	Personnel Tech. II	Longevity increase to 2.0%	07/01/09	58	8.00		B28/6
Nanette	Roller	School Office Mgr.	Longevity increase to 2.0%	07/01/09	13	8.00		B25/6
Veronica	Rojas	Senior Secretary	Longevity increase to 2.0%	07/01/09	54	8.00		B24/6
Cesar	Marin	Trans/Bil Tech. Asst	Longevity increase to 2.0%	07/01/09	54	8.00		B24/6
Samuel	Ricchio	Asst. Dir. Info Tech.	Longevity increase to 2.5%	07/01/09	59	8.00		M16/3
Ramon	Loza	Bus Driver	Longevity increase to 2.5%	07/01/09	56	28.6/wk		B21/6
Cristi	Medina	Bus Driver	Longevity increase to 2.5%	07/01/09	56	27.7/wk		B21/6
Alicia	Solis	Custodian I	Longevity increase to 2.5%	07/01/09	21	3.80		B17/6
Donna	Sanchez	Custodian II	Longevity increase to 2.5%	07/01/09	27	8.00		B24/6
Heidi	Harris	Ed. Media Assistant	Longevity increase to 2.5%	07/01/09	21	3.00		B19/6
Cydney	Hebert	Instr. Asst./SE I	Longevity increase to 2.5%	07/01/09	17	6.50		B14/6
Theresa	Lacuesta	Instr. Asst./SE I	Longevity increase to 2.5%	07/01/09	25	4.00		B14/6
Mary	Lopez	Instr. Asst./SE I	Longevity increase to 2.5%	07/01/09	25	6.00		B14/6
Carol	Miller	Instr. Asst./SE I	Longevity increase to 2.5%	07/01/09	22	3.50		B14/6
Esmeralda	Pulido	Instr. Asst./SE I	Longevity increase to 2.5%	07/01/09	17	6.50		B14/6
Kathleen	Stonebraker	Instr. Asst./SE I	Longevity increase to 2.5%	07/01/09	21	6.00		B14/6
Peggy	Cooper	Instr. Asst./SE II A	Longevity increase to 2.5%	07/01/09	20	6.50		B14/6
Alicia	Gordon	Instr. Asst./SE II A	Longevity increase to 2.5%	07/01/09	29	6.00		B14/6
Deborah	York	Instr. Asst./SE II A	Longevity increase to 2.5%	07/01/09	21	6.00		B14/6
Tonya	Belleque	Instr. Asst./SE II B	Longevity increase to 2.5%	07/01/09	12	6.00		B14/6
Elizabeth	McCann	Instr. Asst./SE II B	Longevity increase to 2.5%	07/01/09	26	3.50		B14/6
Dolores	Cortez	Instruct. Asst./BB	Longevity increase to 2.5%	07/01/09	21	3.80		B14/6
Juanita	Cooper	Instruct. Asst./Rec.	Longevity increase to 2.5%	07/01/09	13	15.0wk		B11/6
Norma	Angelo	School Office Mgr.	Longevity increase to 2.5%	07/01/09	10	8.00		B25/6
Laura	Cabrera	Secretary	Longevity increase to 2.5%	07/01/09	55	8.00		B21/6
Wendy	Cochran	Speech Lang Path Asst.	Longevity increase to 2.5%	07/01/09	16	6.50		B21/4
Beci	Weed	Tech. Spec. I	Longevity increase to 2.5%	07/01/09	59	8.00		B28/5
Humberto	Pasillas	Transporter	Longevity increase to 2.5%	07/01/09	55	8.00		B20/6
Nancy	Marcus	Admin. Sec.	Longevity increase to 3.0%	07/01/09	55	8.00		B30/6
Ines	Abrego	Bus Driver	Longevity increase to 3.0%	07/01/09	56	30.1/wk		B21/6
Maria "Terry"	Gonzalez	Bus Driver	Longevity increase to 3.0%	07/01/09	56	27.0/wk		B21/6
Sailasa	Nailava	Bus Driver	Longevity increase to 3.0%	07/01/09	56	29.0/wk		B21/6
Penny	Cullinan	Clerical Asst. II	Longevity increase to 3.0%	07/01/09	18	8.00		B19/6

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PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Anita	Nicholson	Clerical Asst. II	Longevity increase to 3.0%	07/01/09	11	8.00		B19/6
Michele	Rusiewski	Clerical Asst. II	Longevity increase to 3.0%	07/01/09	23/55	7.00		B19/6
Bobby	Collins	Custodian I	Longevity increase to 3.0%	07/01/09	13	8.00		B17/6
Van	Nguyen	Custodian I	Longevity increase to 3.0%	07/01/09	19	8.00		B17/6
Jesus	Sotelo	Custodian I	Longevity increase to 3.0%	07/01/09	17	8.00		B17/6
Samuel	Gonzalez	Custodian II	Longevity increase to 3.0%	07/01/09	19	8.00		B24/6
Larry	Quintana	Custodian II	Longevity increase to 3.0%	07/01/09	28	8.00		B24/6
Claudia	Casillas	Food Serv. Asst. I	Longevity increase to 3.0%	07/01/09	90	5.00		B08/6
Maria Isabel	Romero	Food Serv. Asst. I	Longevity increase to 3.0%	07/01/09	90	3.00		B08/6
Vicki	Hernandez	Food Serv. Asst. III	Longevity increase to 3.0%	07/01/09	90	8.00		B16/6
Robert	Juarez	Gardener	Longevity increase to 3.0%	07/01/09	53	8.00		B19/6
Nancy	Castle	Instr. Asst./SE I	Longevity increase to 3.0%	07/01/09	24	4.00		B14/6
Cynthia	De Luna	Instr. Asst./SE I	Longevity increase to 3.0%	07/01/09	15	4.00		B14/6
Joffrette	Hernandez	Instr. Asst./SE I	Longevity increase to 3.0%	07/01/09	22	6.00		B14/6
Mariana	Pharris	Instr. Asst./SE I	Longevity increase to 3.0%	07/01/09	20	6.00		B14/6
Diana	Reney	Instr. Asst./SE I	Longevity increase to 3.0%	07/01/09	22	3.50		B14/6
Michelle	Ligao	Instr. Asst./SE II B	Longevity increase to 3.0%	07/01/09	54	6.00		B14/6
Carolyn	Mullins	Instr. Asst./SE II B	Longevity increase to 3.0%	07/01/09	22	6.00		B14/6
Lilian	Barragan	Instruct. Asst./BB	Longevity increase to 3.0%	07/01/09	25	3.50		B14/6
Margarita	Hernandez	Instruct. Asst./BB	Longevity increase to 3.0%	07/01/09	25	3.75		B14/6
Maria	Beltran	Instruct. Asst./Rec.	Longevity increase to 3.0%	07/01/09	13	17.5/wk		B11/6
Lourdes	Jarvis	Instruct. Asst./Rec.	Longevity increase to 3.0%	07/01/09	27	3.00		B11/6
David	Leadford, Jr.	Mechanic II	Longevity increase to 3.0%	07/01/09	56	8.00		B32/6
Linda	Gomez	School Office Mgr.	Longevity increase to 3.0%	07/01/09	28	8.00		B25/6
Nina	Wilson	Bus Driver	Longevity increase to 3.5%	07/01/09	56	31.7/wk		B21/6
Bette	Crider	Buyer Coordinator	Longevity increase to 3.5%	07/01/09	50	8.00		B32/6
Robert	Mastrodonato	Comp. Repair Coord.	Longevity increase to 3.5%	07/01/09	59	8.00		B34/6
Dionardo	Fauni	Custodian II	Longevity increase to 3.5%	07/01/09	26	8.00		B24/6
Poh	Tan	Food Serv. Asst. II	Longevity increase to 3.5%	07/01/09	90	8.00		B12/6
Porfirio	Zuazo	Food Serv. Asst. III	Longevity increase to 3.5%	07/01/09	90	8.00		B16/6
Yvonne	Carlos	Instr. Asst./SE I	Longevity increase to 3.5%	07/01/09	17	6.00		B14/6
Sheryll	Houseal	Instr. Asst./SE I	Longevity increase to 3.5%	07/01/09	12	6.00		B14/6
Deborah	Mittelman	Instr. Asst./SE I	Longevity increase to 3.5%	07/01/09	17	6.00		B14/6
Karen	Simo	Instr. Asst./SE II A	Longevity increase to 3.5%	07/01/09	25	3.00		B14/6
Angela	Corral	Instr. Asst./SE II B	Longevity increase to 3.5%	07/01/09	21	6.00		B14/6
Mireya	Alvarez	Instruct. Asst./BB	Longevity increase to 3.5%	07/01/09	25	3.75		B14/6
Francisco	Montano	Instruct. Asst./BB	Longevity increase to 3.5%	07/01/09	60	19.5/wk		B14/6
Elia	Partida	Instruct. Asst./BB	Longevity increase to 3.5%	07/01/09	29	3.75		B14/6
Luz	Vejar	Instruct. Asst./BB	Longevity increase to 3.5%	07/01/09	25	3.75		B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maryann	May	Senior Secretary	Longevity increase to 3.5%	07/01/09	53	8.00		B24/6
Erika	Rodriguez	Social Serv. Asst.	Longevity increase to 3.5%	07/01/09	19	8.00		B17/6
Victor	Hernandez	Custodian II	Longevity increase to 4.0%	07/01/09	29	8.00		B24/6
Rosa	Maciel	Food Serv. Asst. I	Longevity increase to 4.0%	07/01/09	90	5.50		B08/6
William	Dugan	Grds. Equip. Opr.	Longevity increase to 4.0%	07/01/09	53	8.00		B22/6
Theresa	Miller	Instr. Asst./SE I	Longevity increase to 4.0%	07/01/09	20	6.00		B14/6
Elsa	Gomez	Instruct. Asst./ELD	Longevity increase to 4.0%	07/01/09	17	3.75		B14/6
Patricia	Koelle	Instruct. Asst./Rec.	Longevity increase to 4.0%	07/01/09	28	16.0/wk		B11/6
Wendy	Rodriguez	School Office Mgr.	Longevity increase to 4.0%	07/01/09	10	8.00		B25/6
Tania	Ruiz	Social Serv. Asst.	Longevity increase to 4.0%	07/01/09	60	8.00		B17/6
Danilo	Valecruz	Account Clerk I	Longevity increase to 5.5%	07/01/09	50	8.00		B20/6
Roxanna	Avilez	Bus Driver	Longevity increase to 5.5%	07/01/09	56	30.6/wk		B21/6
Deborah	Javelosa	Bus Driver	Longevity increase to 5.5%	07/01/09	56	30.7/wk		B21/6
Barbara	Codding	Clerical Asst. II	Longevity increase to 5.5%	07/01/09	23	8.00		B19/6
Roy	Arredondo	Custodian I	Longevity increase to 5.5%	07/01/09	21	8.00		B17/6
Robert	Pruneau	Custodian I	Longevity increase to 5.5%	07/01/09	16	8.00		B17/6
Lorenzo	Botello	Custodian II	Longevity increase to 5.5%	07/01/09	13	8.00		B24/6
Joyce	Benjamin	Instr. Asst./SE I	Longevity increase to 5.5%	07/01/09	21	6.00		B14/6
Elaine	West	Instr. Asst./SE I	Longevity increase to 5.5%	07/01/09	20	6.00		B14/6
Rachel	Moralez	Instruct. Asst./BB	Longevity increase to 5.5%	07/01/09	25	3.75		B14/6
Shawn	Lee-Chong	Instruct. Asst./BBK	Longevity increase to 5.5%	07/01/09	23/27	8.00		B14/6
Joseph	Schlater	Mechanic II	Longevity increase to 5.5%	07/01/09	56	8.00		B32/6
Jeannette	Arellano	School Office Mgr.	Longevity increase to 5.5%	07/01/09	16	8.00		B25/6
Katherine	Prewitt	Clerical Asst. II	Longevity increase to 6.5%	07/01/09	54	8.00		B19/6
Daniel	Bakker	Custodian I	Longevity increase to 6.5%	07/01/09	15	8.00		B17/6
Amine	Sales	Custodian I	Longevity increase to 6.5%	07/01/09	30	8.00		B17/6
Sergio	Michel	Custodian II	Longevity increase to 6.5%	07/01/09	16	8.00		B24/6
Bitia	Gonzalez	Instruct. Asst./BB	Longevity increase to 6.5%	07/01/09	19	3.50		B14/6
Xenia	Lemus	Instruct. Asst./BB	Longevity increase to 6.5%	07/01/09	22	3.75		B14/6
Gary	Roberson	Maint. Worker II	Longevity increase to 6.5%	07/01/09	53	8.00		B27/6
Robin	Weed	Personnel Tech. II	Longevity increase to 6.5%	07/01/09	51	8.00		B28/6
Eloísa	Gomez	Social Serv. Asst.	Longevity increase to 6.5%	07/01/09	20	6.00		B17/6
Grace	Muñoz	Clerical Asst. II/BB	Longevity increase to 7.5%	07/01/09	17	8.00		B20/6
Doris	Ruzzi	Instr. Asst./SE I	Longevity increase to 7.5%	07/01/09	17	6.00		B14/6
Patricia	Smith	Instr. Asst./SE II A	Longevity increase to 7.5%	07/01/09	20	6.00		B14/6
Monique	Bosse	Sup. Child Care Svcs.	Promotion from After School Site Lead	07/06/09	60	8.00	329/085	M09/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Melinda	Taylor	Secretary	Promotion from Clerical Asst. II	08/10/09	54	8.00	420/141	B21/4
Yolanda	Sutherland	Secretary	Promotion from Clerical Asst. II/BB	07/27/09	55	8.00	217/302	B21/6
Gumercindo	Martinez	Gardener	Reinstatement from layoff	07/09/09	53	8.00	547	B19/3
Raul	Vargas	Gardener	Reinstatement from layoff	07/09/09	53	8.00	547	B19/6
Deborah	Quirk-Lutman	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/31/09	29	6.50	121	B14/6
Michelle	Ligao	Instr. Asst./SE II B	Related class transfer from IA/SE I	08/31/09	54	6.00	242	B14/6
Jesus	Miramontes	Instr. Asst./SE I	Related class transfer from IA/SE IIB	08/31/09	17	3.50	122	B14/6
Elissa	Sanchez	Instr. Asst./Rec.	Remove working out of classification/SOM	05/26/09	26	12.0/wk	403	B11/4
Horacio	Martin	Instr. Asst./Rec.	Resignation	06/11/09	29	12.5/wk	302	B11/2
Brian	Smilowitz	Instr. Asst./Rec.	Resignation	06/23/09	11	18.75/wk	304	B11/2
Bethany	Klewer	Instr. Asst./SE I	Resignation	06/12/09	27	6.00	120	B14/3
Nancy	Nguyen	Instr. Asst./SE I	Resignation	06/11/09	29	3.00	121	B14/3
Sarah	Taylor	Instr. Asst./SE I	Resignation	06/12/09	15	3.80	120	B14/3
Adam	Bovie	Program. Support Spec.	Resignation	08/31/09	59	25.0/wk	309	B28/2
Desiree	Patriarca	Secretary	Resignation	06/12/09	55	8.00	217/302	B21/3
Trisha	McCormick	Instr. Asst./Rec.	Resignation on probation	07/01/09	21	18.0/wk	212/302	B11/1
Joan	Wolcott	Admin. Secretary/sub	Separation - no longer available	05/11/09	50		999	M03/3
Jasmine	List	Clerical Asst. I/sub	Separation - no longer available	04/30/09	99		999	B17/1
Cherie	Ventura	Instr. Asst./BB/sub	Separation - no longer available	06/01/09	60		999	B14/1
Lori	Coshow	Instr. Asst./Rec./sub	Separation - no longer available	04/30/09	99		999	B11/1
LeHuong	Do	Instr. Asst./Reg./sub	Separation - no longer available	04/30/09	99		999	B11/1
Constance	West	Instr. Asst./Reg./sub	Separation - no longer available	05/07/09	99		999	B11/6
Verina	Escareno	Instr. Asst./SE /sub	Separation - no longer available	05/21/09	99		999	B14/1
Maribel	Gonzalez	Instr. Asst./SE /sub	Separation - no longer available	05/01/09	99		999	B14/1
Lucy	Samarripas	Instr. Asst./SE /sub	Separation - no longer available	05/01/09	99		999	B14/1
Elizabeth	Roberts	Instr. Asst./SE I/sub	Separation - no longer available	05/04/09	99		999	B14/1
Oghenevo	Eraseren	Instr. Asst./SE/sub	Separation - no longer available	04/30/09	99		999	B14/1
Kerri	Bargas	Playground Sup.	Separation - no longer available	05/04/09	28	7.5/wk	100	B11/1
Magdalena	Ramirez	Playground Sup.	Separation - no longer available	05/05/09	28		100	B11/1
Jelanie	Sadeghi	Playground Sup.	Separation - no longer available	05/05/09	28		100	B11/1
Marilou	Bagasan	Playground Sup./sub	Separation - no longer available	06/12/09	10		100	B11/1
Cresencia	Cota-Reyes	Playground Sup./sub	Separation - no longer available	05/05/09	28		100	B11/1
Clyde	King	Playground Sup./sub	Separation - no longer available	05/01/09	10		100	B11/1
Judith	Needham	Playground Sup./sub	Separation - no longer available	05/01/09	27		100	B11/1
Elaine	Massarelli	Secretary/sub	Separation - no longer available	05/01/09	99		999	B21/6
Clarisse	Humphreys	Sr. Secretary/sub	Separation - no longer available	05/07/09	99		999	B24/1
Laura	Rios	Playgorund Sup./sub	Separation - no longer needed	05/19/09	21		100	B11/1
Jose	Rivera	Carpenter	Service retirement in lieu of layoff	07/01/09	53	8.00	533	B30/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 7/15/2009
PRESENTED TO THE BOARD OF TRUSTEES: 7/21/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Linda	Knoff	Ed. Media Asst.	Service retirement in lieu of layoff	06/17/09	15	6.00	304	B19/6
Mary	Marquez	Ed. Media Asst.	Service retirement in lieu of layoff	06/17/09	17	6.00	304/402	B19/6
Mary	Scott	Ed. Media Asst.	Service retirement in lieu of layoff	06/17/09	22	6.00	212	B19/6
Blanche	Watts	Ed. Media Asst.	Service retirement in lieu of layoff	06/24/09	23	8.00	402/097	B19/6
Peter	Aguirre	Ed. Media Asst./BB	Service retirement in lieu of layoff	06/17/09	25	7.00	402/212	B20/6
Guillermina	Serrano	Administrative Secretary	Step raise	06/01/09	50	8.00	670/537	M03/2
Jaime	Chapman	After School Site Lead	Step raise	06/01/09	60	8.00	85	B18/4
Fabiola	Hernandez	After School Site Lead	Step raise	06/01/09	60	8.00	329	B18/6
Sergio	Saucedo	Computer Tech. I	Step raise	06/01/09	59	8.00	361	B30/2
Ernest	Fregoso	Custodian II	Step raise	07/01/09	17	8.00	542	B24/2
Albert	Santillan	Electrician	Step raise	06/01/09	53	8.00	533	B32/6
Jessica	Bonilla	Instr. Asst./Rec.	Step raise	06/01/09	60	19.5/wk	85	B11/2
Antonio	Calderon	Instr. Asst./Rec.	Step raise	06/01/09	60	18.0/wk	329	B11/4
Lissett	Garcia	Instr. Asst./Rec.	Step raise	06/01/09	60	16.0/wk	329	B11/6
Lori	Grant	Instr. Asst./Rec.	Step raise	06/01/09	60	19.5/wk	85	B11/2
Horacio	Martin	Instr. Asst./Rec.	Step raise	06/01/09	29	12.5/wk	j302	B11/2
Elissa	Sanchez	Instr. Asst./Rec.	Step raise	06/01/09	26	2.00	97	B11/5
Jamie	Valladares	Instr. Asst./Rec.	Step raise	06/01/09	60	19.5/wk	85	B11/2
Melody	Cortes	Instr. Asst./Reg.	Step raise	06/01/09	25	3.50	310	B11/3
Maria	Dorsey	Instr. Asst./Reg.	Step raise	06/01/09	11	8.0/wk	302	B11/2
Diana	Lee	Instr. Asst./Reg.	Step raise	06/01/09	11	8.0/wk	302	B11/2
Jill	McDermitt	Instr. Asst./SE I	Step raise	06/01/09	17	3.50	122	B14/6
Jesus	Miramontes	Instr. Asst./SE II B	Step raise	06/01/09	17	3.50	121	B14/6
Arturo	Perez	Maintenance Worker I	Step raise	06/01/09	53	8.00	533	B25/6
Joycelynn	Metz	Secretary	Step raise	06/01/09	55	8.00	415	B21/2
Wendy	Reynolds-Seyler	Instr. Asst./SE I	Temporary additional hours 3.0/day	08/31/09	22	3.00	122	B14/6
Elissa	Sanchez	Clerical Asst. I/sub	Temporary additional hours 5/27-6/23/09	05/27/09	19			B17/1
Cristian	Rus	Instr. Asst./Rec.	Temporary additional hours 8/28-6/11/09	08/28/08	15	6.0/wk	304	B11/3
Tiffany	Palmer	Instr. Asst./Reg.	Temporary additional hours 8/28-6/11/09	08/28/08	15	6.0/wk	304	B11/6
Employee	ID# 4162	Substitute employee	Termination - services no longer required	06/12/09	56			
Sandra	Trejo	Bus Driver	Termination on probation due to layoff	05/19/09	56	25.0/wk	565/566	B21/1
Rafael	Herrera	Custodian II	Termination on probation due to layoff	06/30/09	24	8.00	542	B24/1
Michele	Rusiewski	Clerical Asst. II	Transfer 3.5 hrs. from Parks Jr. High	07/20/09	55/23	7.00	355/304	B19/6
Sabrina	Suarez	Clerical Asst. II/BB	Transfer from Ed Svcs./Inc. hours by .25	06/15/09	10/13	8.00	403	B20/5
Esther	Lusar	Clerical Asst. II	Transfer from Ed. Services	07/01/09	54	8.00	420	B19/6
Theresa	Cauley	Instr. Asst./SE II B	Transfer from Fisler to Rolling Hills	08/31/09	26	6.00	122	B14/6
Elaine	Wielan	Instr. Asst./SE I	Transfer from Golden Hill to Woodcrest	08/31/09	29	3.80	242	B14/6
Nasser	Salame	Instr. Asst./SE I	Transfer from Hermosa to Orangethorpe	08/31/09	21	6.00	122	B14/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Joshua	Alexander	Instr. Asst./SE I	Transfer from Hermosa to Rolling Hills	08/31/09	26	6.00	242	B14/3
Martha	Enriquez	Clerical Asst. II/BB	Transfer from Maple/Rich to V.P./Nicolas	08/10/09	28/20	8.00	403	B20/6
Mario	Atilano	Instr. Asst. I	Transfer from Nicolas to Fern	08/30/09	13	3.00	120	B14/3
Ismael	Arellano	Instr. Asst./SE I	Transfer from Nicolas to Ladera Vista	08/31/09	17	3.50	122	B14/2
Ashley	Gross	Instr. Asst./SE I	Transfer from Nicolas to Woodcrest	08/31/09	29	6.00	121	B14/4
Peggy	Cooper	Instr. Asst./SE II A	Transfer from Nicolas to Woodcrest	08/31/09	29	6.50	121	B14/6
Sharry	Staples	Instr. Asst./SE I	Transfer from Orangethorpe to Golden Hill	08/31/09	15	6.00	242	B14/6
Frankie	Mora-Wochner	Instr. Asst./SE I	Transfer from Orangethorpe to Woodcrest	08/31/09	29	6.00	121	B14/6
Margaret	Dann	Instr. Asst./SE I	Transfer from Pacific Dr. to Acacia	08/31/09	10	3.80	120	B14/3
Debbie	York	Instr. Asst. II A	Transfer from Pacific Dr. to Orangethorpe	08/31/09	21	6.00	242	B14/6
Christian	Rus	Instr. Asst./Rec.	Transfer from Sunset / increase hours	08/31/09	11	18.75/wk	304	B11/3
Maria	Ruvalcaba	Clerical Asst. II/BB	Transfer from Valencia Park to Common	08/10/09	12	8.00	403	B20/6
Patty	Smith	Instr. Asst./SE II A	Transfer from Woodcrest to Nicolas	08/31/09	20	6.00	121	B14/6
Ines	Abrego	Bus Driver	Unpaid leave 6/1-6/9/09	06/01/09	56	30.1/wk	565/566	B21/6
Patrick	Fitzgerald	Custodian II	Voluntary demotion in lieu of layoff	01/08/04	17	8.00	542	B24/4
Brenny	Carrillo	Clerical Asst. II/BB	Voluntary reduction of hrs. in lieu of layoff	08/10/09	19/21	7.75	304/403	B20/3
Christina	Lupini	Instr. Asst./SE II B	Voluntary reduction of hrs/transfer to Comm	08/31/09	12	3.00	121	B14/3
Ernest	Fregoso	Transporter/Custodian	Voluntary demotion into previous position	07/13/09	56	8.00	530/542	B20/4
Robin	Weed	Administrative Secretary	Working out of classification	05/08/09	51	8.00		B30/6
Melinda	Taylor	Secretary	Working out of classification	05/27/09	54	8.00	420	B21/3
Humberto	Pasillas	Stock Clerk/Transporter	Working out of classification	07/01/09	55	8.00	406	B22/6
Michael	Stenner	Del. Behind the Wheel Train.	Working out of classification to 8/25/09	06/15/09	56	8.00	565/566	B23/6
Jesus	Sotello	Custodian II	Working out of classification to 8/30/09	08/01/09	17	8.00	542	B24/5
Dong	Lee	Custodian II	Working out of classification to 5/08/09	05/01/09	27	8.00	542	B24/5
Maria	Hill	Payroll Coordinator	Working out of classification to 6/30/09	04/15/09	50	8.00	530	M07/1
* Hired substitute status due to regular position being eliminated								

ACTION ITEM

DATE: July 21, 2009

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

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

PREPARED BY: Marilyn White, Director, Administrative Services

SUBJECT: **APPROVE CONSULTING SERVICES AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND EDUCATIONAL CONSULTING SERVICES, INC., (ECS), EFFECTIVE JULY 22, 2009, THROUGH JUNE 30, 2012, FOR THE SATURDAY SCHOOL OPPORTUNITY ATTENDANCE RECOVERY (SSOAR) PROGRAM**

Background: Fullerton School District held a pilot program (SSOAR) during the 2008-2009 school year, and because of its success, it is the District's desire to continue the SSOAR program with the support of Educational Consulting Services, Inc. Educational Consulting Services, Inc., is a consulting service that supervises, coordinates and develops instructional packets using District-adopted materials; assists in distribution of teacher applications and assignments; communicates regularly with site administrators, students and parents; and updates attendance records to the District to recover lost attendance money.

This program would continue through the 2009-2012 school years and would be available to all interested school sites. The District shall pay a dollar amount for each student identified as eligible to attend Saturday School. The scale is a cost per student amount that is between \$4.00-\$6.00 per student, based on the number of students per session. This revenue stream generated by the cost per student will be credited to the General Fund. The ECS Consulting Services Agreement has a 30-day written cancellation clause.

Rationale: As a result of this program's success in improving District student attendance and retrieval of lost ADA monies, it is desired to continue the SSOAR program through the school years 2009-2012. ECS personnel will work with Technology and Media Services and Business Services to update attendance records for students who participate in SSOAR. This as an opportunity to provide students and parents with another avenue to make up lost days of instruction and provide valuable academic intervention for students.

Funding: The cost of \$4.00-\$6.00 per student will be deducted from the dollars earned through the recovery of lost ADA to the General Fund.

Recommendation: Approve Consulting Services Agreement between Fullerton School District and Educational Consulting Services, Inc., (ECS), effective July 22, 2009, through June 30, 2012, for the Saturday School Opportunity Attendance Recovery (SSOAR) Program.

MD:MW
Attachment



CONSULTING SERVICES AGREEMENT

This agreement made and entered into July 22, 2009 by and between the **FULLERTON SCHOOL DISTRICT**, hereinafter referred to as the “**DISTRICT**” and **EDUCATIONAL CONSULTING SERVICES INC.**, hereinafter referred to as “**ECS**” in support of the **SATURDAY SCHOOL OPPORTUNITY ATTENDANCE RECOVERY (SSOAR) PROGRAM**.

It is hereby mutually agreed that ECS will provide consulting services to the DISTRICT under the following terms and conditions:

WHEREAS, the DISTRICT is in need of special services and advice in financial, economic, accounting or administrative matters; and

WHEREAS, ECS is specially trained, experienced, and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

ECS will provide the following services:

Attendance Recovery Program:

- Provide an administrative credentialed person to attend each session and assist in:
 - Verifying that all classes are operational
 - Securing employee signatures and submitting them to SSOAR program Coordinator
 - Being accessible to assist with questions, concerns and emergency situations
 - Providing class coverage for unattended teacher classrooms
- Develop instructional SSOAR program packets for the elementary and secondary grade levels using district adopted materials and consult with district/site administration.
- Provide Attendance Recovery Program information
- Assist in distributing SSOAR program teacher applications
- Assist with the SSOAR program schoolteacher assignments
- Communicate regularly with school site administrator in charge of SSOAR program sessions and assist with the ongoing coordination of the program
- Provide regularly district administration with student attendance and expenditure data
- Identify & notify eligible students
- Prepare an attendance list of students who will be attending SSOAR program
- Prepare parent/student notification letters
- Update attendance records

1. This Agreement shall commence on July 22, 2009 and shall continue in full force and effect until June 30, 2012.
2. DISTRICT will prepare and furnish to ECS upon request information and documentation that is necessary to the performance of this Agreement.
3. DISTRICT shall also pay ECS a dollar amount for each student identified as eligible to attend the SSOAR program based upon the following scale below. ECS shall invoice the district for each session completed.

<u>Number of students per sessions</u>	<u>Cost per student</u>
1 to 500 Students	\$6
501-750 Students	\$5
751 or more Students	\$4

4. If ECS is requested to perform services outside the scope of this agreement, ECS will charge the following hourly rate:

Principal	\$150.00 per hour
Senior Management Consultant	\$125.00 per hour
Management Consultant	\$100.00 per hour
Clerical	\$ 25.00 per hour

5. DISTRICT or ECS may terminate this Agreement with a written thirty-day notification from the Superintendent or designee. ECS shall be compensated for work completed up to the date of notification.
6. ECS agrees to and shall hold harmless and indemnify the agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever.
7. This Agreement is not assignable without written consent of the parties hereto.
8. ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

Educational Consulting Services, Inc.

Fullerton School District

Signature

Federal ID Number 33-088505

Signature

ACTION ITEM

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: **ADOPT RESOLUTION #09/10-03 OF THE BOARD OF TRUSTEES OF FULLERTON SCHOOL DISTRICT TO TEMPORARILY BORROW MONIES FROM THE COUNTY TREASURER FOR FISCAL YEARS 2009/2010 AND 2010/2011**

Background: State apportionment deferrals have an immediate impact upon the District's General Fund which could cause difficulty in meeting current obligations. With the mounting State shortfall of \$41.7 billion and the potential for the further deferral of State funding, the County Treasurer is temporarily allowing districts to borrow monies from the County of Orange Educational Investment Pool to meet our current expenditure obligations as allowed in California Constitution Article XVI, Section 6. Repayment of the loan should be no later than the end of the fiscal year.

It is anticipated that the District's cash flow will be low from September to June due to State cash deferrals. The District will first use interfund borrowing before borrowing from the County Treasurer. The actual amount to borrow from the County Treasurer will be determined no later than the last Monday of April. Repayment of the loan will be deducted from accrued revenues of the District. Interest will accrue at the same interest rate the Educational Pool is earning until the entire loan is repaid. The current interest rate is 1.35%.

Rationale: In order to meet anticipated cash flow demands, the District will need to temporarily borrow sufficient funds to meet expenditure obligations for fiscal years 2009/2010 and 2010/2011.

Funding: General Fund (01).

Recommendation: Adopt Resolution #09/10-03 of the Board of Trustees of Fullerton School District to temporarily borrow monies from the County Treasurer for fiscal years 2009/2010 and 2010/2011.

GC:SS:sg
Attachment

RESOLUTION NO. 09/10-03

Temporary Transfers to School Districts for Fiscal Years (FY) 2009/2010 and 2010/2011

**BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT,
ORANGE COUNTY, CALIFORNIA**

WHEREAS, the State of California is projecting a state budget shortfall of \$41.7 billion dollars; and

WHEREAS, the 2009/2010 Budget Act represents a \$2.4 billion dollar reduction in 2008/2009 and a \$700 million dollar reduction in 2009/2010 for appropriations to school districts, county offices of education, and community college districts; and

WHEREAS, the State of California is deferring \$2.7 billion dollars of the February 2009 school apportionment to July 2009; and

WHEREAS, the State of California is deferring \$1.6 billion dollars of the June 2009 school apportionment to July 2009; and

WHEREAS, the State of California is deferring \$1.2 billion dollars of the July 2009 school apportionment to October 2009 and \$1.5 billion dollars of the August 2009 school apportionment to October 2009; and

WHEREAS, the FULLERTON SCHOOL DISTRICT (the "District") desires to request the County Treasurer to make temporary transfers (the "Transfer") of monies to meet its current maintenance expenses for fiscal years 2009/2010 and 2010/2011; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the maximum amount that the District may borrow will be determined by the District's ending cash balance from the month prior to the date of each borrowing as a percent of total ending cash in the County of Orange Educational Investment Pool, excluding general obligation bond funds; and

WHEREAS, the District has not issued a TRAN for FY 2009/2010 and will not issue a TRAN for FY 2010/2011 if the District intends to request a Transfer of monies from the County of Orange Educational Investment Pool; and

WHEREAS, any Transfer to the District will be made from and limited to the County of Orange Educational Investment Pool.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find and determine that the Transfers are in the public interest and serve a valid public purpose.
2. The District Board of Trustees hereby requests transfers of monies from the County of Orange Educational Investment Pool to the District to cover the District's current maintenance expenses for FY 2009/2010 and FY 2010/2011. The Transfer for each FY shall not exceed the District's ending cash balance from the month prior to the date of each borrowing as a percent of total ending cash in the County of Orange Educational Investment Pool, excluding general obligation bond funds. This amount shall be certified by the District and approved by the County Treasurer. The District's Assistant Superintendent of Business Services is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District's Assistant Superintendent of Business Services, not to exceed the limitations to such Transfer as provided herein.
3. For FY 2009/2010, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2009, nor later than April 26, 2010. The Transfer shall be repaid no later than June 30, 2010.
4. For FY 2010/2011, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2010, nor later than April 25, 2011. The Transfer shall be repaid no later than June 30, 2011.
5. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfer installments to the District will be made from and limited to the County of Orange Educational Investment Pool.
6. Repayment of any Transfer installment shall be made from the revenues accruing to the District before any other obligation of the District is met from such revenue. Interest on any Transfer installment will accrue and be payable by the District at the same interest rate the County of Orange Educational Investment Pool is earning until the entire Transfer is repaid.

7. The Form of Temporary Transfer Agreement is hereby approved in the form presented, and the District's Assistant Superintendent of Business Services is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

8. The Clerk of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

9. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Governing Board on July 21, 2009, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

I, Ellen Ballard, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 21st day of July 2009.

Ellen Ballard, Clerk of the Governing Board

ADMINISTRATIVE REPORT

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilyn White, Director of Administrative Services
SUBJECT: **FIRST READING OF REVISED BOARD POLICY 6158 INSTRUCTION, INDEPENDENT STUDY**

Background: Upon review of Board Policy 6158, it was noted that it was time to revise this board policy to reflect current laws and practice.

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 policy at the August 18, 2009 Board of Trustees Meeting.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*"

Funding: Not applicable.

Recommendation: Not applicable.

MD:mw
Attachment

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6158

Independent Study – Page 1

Board Adopted: November 28, 2006

Revised: (Board Meeting date)

~~The Board of Trustees is committed to providing the best educational program to meet the individual needs and interests of each student. There are circumstances, which require students to be absent from the school setting for extended periods of time. The Board of Trustees authorizes Independent Study as an optional alternative instructional strategy by which students in grades K-8 may reach curriculum objectives and fulfill promotion requirements.~~

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the District's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

To foster each participating student's success in independent study, the Board establishes the following maximum lengths of time, which may elapse between the date an assignment is made and the date by which the student must complete the assigned work:

- 1. One week for students in grades K-3**
- 2. Two weeks for students in grades 4-8**

When circumstances justify a longer time, the Superintendent or designee may extend the maximum length of an assignment to a period not to exceed eight weeks, pursuant to a written request with justification.

~~Educational opportunities offered through Independent Study may include, but shall not be limited to, the following: (Education Code section 51745)~~

- ~~1. Continuing and special study during travel.~~
- ~~2. Special assignments extending the content of regular courses of instruction.~~

~~When it appears to be in their best interest, students may be assigned to a program of Independent Study. The maximum period of time for Independent Study shall be five days. Such an assignment shall require the signed mutual consent and agreement of the principal, teacher, parent/guardian, and the student. The Superintendent or designee shall ensure that a written Independent Study agreement,~~

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6158

Independent Study – Page 2

Board Adopted: November 28, 2006

Revised: (Board Meeting date)

~~as prescribed by law, exists for each participating student (Education Code 51747). Independent Study work must be submitted to the teacher within two weeks of the child returning to school.~~

Supervising teacher or designee should carefully set the duration of independent study assignments, within the limits specified above, and establish an appropriate schedule for the student-supervising teacher/designee conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Except in unusual circumstances, it is expected that the supervising teacher or designee will meet with each participating student at least once a week to discuss the student’s progress.

When any participating student fails to complete three consecutive independent study assignments in a period of 15 school days, or misses two appointments with his/her supervising teacher/designee without valid reasons, an evaluation shall be conducted to determine whether it is in the student’s best interest to remain in independent study.

Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based students.

Legal Reference:	Education Code	
	17289	Exemption for facilities
	42238	Revenue limits
	44865	Qualifications for home teachers and teachers in special classes and schools; consent to assignment
	46300-46300.6	Methods of computing ADA
	47612.5	Independent study in charter schools
	48204	Residency based on parent employment
	48206.3	Home or hospital instruction; students with temporary disabilities
	48220	Classes of children exempted
	48340	Improvement of pupil attendance
	48915	Expulsion; particular circumstances
	48916.1	Educational program requirements for expelled students
	48917	Suspension of expulsion order
	51745-51749.3	Independent study programs
	56026	Individuals with exceptional needs
	Family Code	
	6550	Authorization affidavits
	Code of Regulations, Title 5	
	11700-11703	Independent study

ADMINISTRATIVE REPORT

DATE: July 21, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilyn White, Director of Administrative Services
SUBJECT: **FIRST READING OF REVISED BOARD POLICY 5132 STUDENTS, DRESS AND GROOMING**

Background: Upon review of Board Policy 5132, it was noted that it was time to revise this board policy to reflect current laws and practice.

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 policy at the August 18, 2009 Board of Trustees Meeting.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*"

Funding: Not applicable.

Recommendation: Not applicable.

MD:mw
Attachment

REVISED BOARD POLICY

FULLERTON SCHOOL DISTRICT

STUDENTS

Policy No.: 5132

Dress and Grooming

Board Adopted: June 10, 2005
Revised: (Board Meeting date)

The Board of Trustees believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing, ~~hairstyles,~~ or ~~makeup~~ must not present a health or safety hazard or a distraction, which would interfere with or disrupt the educational process, study habits of students or the learning atmosphere necessary in a classroom or school **environment. The principal/designee has sole discretion to determine appropriate dress and grooming standards at his/her school site to meet the needs of students.**

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school plan and must be presented to the Board for approval. The Board shall approve the school plan upon determining that it is necessary to protect the health and safety of the school's students.

Uniforms

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

Legal Reference:	Education Code	
	35183	School dress codes; uniforms
	32281	School safety plans
	48907	Student exercise of free expression
	49066	Grades; effect of physical education class apparel
	Code of Regulations, Title 5	
	302	Pupils to be neat and clean on entering school