

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 4:30 p.m. with closed session, 5:30 p.m. open session. Board meetings are scheduled once during the months of January, April, July, August, October, and December and twice during the months of February, March, May, June, September, and November. The Regular agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

AGENDA ITEMS - Per Board Bylaw 9322(a), a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a Regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any, at least ten working days before the scheduled meeting date. The Superintendent/designee shall determine whether a request is within the subject matter jurisdiction of the Board, whether an item is appropriate for discussion in open or closed session, and how the item shall be stated on the agenda.

PUBLIC COMMENTS - The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, January 18, 2011
4:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

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 – Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Public Comments – Policy (see above)

Introductions/Recognitions

Ladera Vista Junior High School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on December 14, 2010

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 E22B0027, E22C0061 through E22C0074, E22D0309 through E22D0344, E22M0101 through E22M0110, E22R0388 through E22R0448, E22T0019 through E22T0020, E22V0062 through E22V0067, and E22X0307 through E22X0322 for the 2010/2011 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 130468 through 130527, out-of-date sequence purchase orders numbered DJ-130004 and DJ-130005, and processed food and commodity purchase order numbered GS-130009 for the 2010/2011 school year.
- 1e. Approve/Ratify warrants numbered 76320 through 76591 for the 2010/2011 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7994 through 8054 for the 2010/2011 school year.
- 1g. Approve Independent Contractor Agreement between Fullerton School District and Trish Nash for speech and language staff development workshop for preschool teachers on January 28, 2011.
- 1h. Approve/Ratify 2010/2011 Orange County Quality Improvement System (OC QIS) Memorandum of Understanding between the Orange County Department of Education and Fullerton School District.
- 1i. Approve/Ratify Classified Personnel Reports.
- 1j. Approve/Ratify warrant number 1069 for the 2010/2011 school year (District 40, Van Daele).
- 1k. Approve/Ratify warrant number 1107 for the 2010/2011 school year (District 48, Amerige Heights).
- 1l. Approve Speech/Language Pathology internship agreement between Fullerton School District and Cerritos Community College to commence January 19, 2011.
- 1m. Approve Student Teaching Agreement between Fullerton School District and Whittier College to commence January 18, 2011 through June 30, 2012.
- 1n. Approve agreement between the Fullerton School District and the Boys & Girls Club of Fullerton for use of the Nicolas Family Center from January 19, 2011 through May 19, 2012.
- 1o. Approve Interagency Agreement between Soliant Health and the Fullerton School District for Speech Language Pathology Services beginning February 1, 2011 through June 16, 2011.
- 1p. Adopt Resolutions numbered 10/11-B019 through 10/11-B027 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1q. Approve Independent Contractor Agreement between Fullerton School District and Rich Thome for two Board/Superintendent workshops to be conducted by June 30, 2011.
- 1r. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2010- December 31, 2010).
- 1s. Approve submission of the 2010/2011 Consolidated Application, Part II to the California Department of Education (CDE) for funding Categorical Programs.
- 1t. Approve Independent Contractor Agreement with Catapult Learning West, LLC, to provide tutoring services for Annunciation Catholic School from January 19, 2011 through June 10, 2011.

1u. Approve/Ratify 2010/2011 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1v. Approve/Ratify 2010/2011 Subcontract Agreement between the La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1w. Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on February 12 and 19, 2011.

1x. Approve Amendment No. 2 to Services Agreement between the Fullerton School District and Blackboard Connect, Inc. for the Blackboard Connect for Teachers Services for Nicolas Junior High School effective February 1, 2011 to June 30, 2012.

1y. Approve Classified tuition reimbursements.

Discussion/Action Items

2a. Adopt/Ratify Resolution #10/11-19 certifying local agreement to implement child care and development services and delegating the power to contract and sign applications for state funding for child care and development services and other projects to the District Superintendent and Assistant Superintendent of Business Services.

2b. Approve Amended 2010/2011 Child Development State Preschool Contract.

2c. Hear presentation and accept report of the 2009/2010 regular audit.

Public Hearing

Hold public hearing pursuant to Education Code 33050-33053, Education Code 35256, 35258 to hear community input on the proposal for Request for Waiver for Extension of School Accountability Report Card (SARC) Posting February 1 Timeline.

Discussion/Action Items

2d. Approve waiver request for a 60-day extension granted by the State for approval date of School Accountability Report Cards (SARC).

Administrative Report

3a. First reading of New Board Policy 0420.4 Charter Schools

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, February 8, 2011, 5:30 p.m. Closed Session, 6:00 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, December 14, 2010
3:30 p.m. Closed Session, 5:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:35 p.m. and Ellen Ballard led the pledge of allegiance to the flag. Trustee Sugarman was not present for this portion of the Board meeting.

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 3:36 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957] •Potential Litigation [Government Code section 54956.9(b)(1)] •Confidential Student Services [Education Code sections 35146, 48918]. Trustee Sugarman was present for Closed Session.

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

The Board returned to Open Session at 5:10 p.m. Aagam Vadecha, Viktoria Tran, and Walter Kim, Acacia School Student Council members, led the pledge of allegiance to the flag. President Berryman reported that the Board reviewed a request for a stipulated expulsion in Closed Session concerning student case #1011-02. Regarding student case #1011-02, it was moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 that the student be expelled from all the schools and programs of the District for the Fall and Spring semesters of the 2010/2011 school year which ends on June 17, 2011. The Board finds that the student has violated Education Code sections 48900(b) and 48900(c) and 48900(i). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order. President Berryman reported that the Board reviewed a request for a stipulated expulsion in Closed Session concerning student case #1011-03. Regarding student case #1011-03, it was moved by Minard Duncan, seconded by Ellen Ballard and carried 5-0 that the student be expelled from all the schools and programs of the District for the Fall and Spring semesters of the 2010/2011 school year which ends on June 17, 2011. The Board finds that the student has violated Education Code sections 48900(c) and 48900(o). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order. President Berryman also reported that in Closed Session the Board took action to approve a ten (10) day suspension without pay for employee #2316 per Education Code 44932; termination for employee #0627 per Education Code 44932; and termination for employee #3916 per Education Code 44932.

Oath of Office

Returning Trustee Beverly Berryman was sworn in by Board Member, Minard Duncan, new Trustee Janny Meyer was sworn in by City Manager, Chris Meyer, and new Trustee Chris Thompson was sworn in by OC Supervisor, Shawn Nelson. President Berryman introduced her husband, Kelly Berryman, son Corbin and daughter Andrea Berryman and thanked them for their ongoing support. Dr. Hovey congratulated Trustee Berryman, Trustee Meyer, and Trustee Thompson and recessed the meeting for a brief reception at 5:22 p.m.

President Berryman reconvened the meeting to order at 5:45 p.m.

Organization of the Board of Trustees

Moved by Hilda Sugarman, seconded by Chris Thompson and carried 5-0 to elect Lynn Thornley to be 2011 President of the Board of Trustees.

Moved by Lynn Thornley, seconded by Chris Thompson and carried 5-0 to elect Hilda Sugarman as 2011 Vice President of the Board of Trustees.

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to elect Beverly Berryman as 2011 Clerk of the Board of Trustees.

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to appoint Dr. Mitch Hovey as 2011 Secretary to the Board of Trustees.

Meeting dates for 2011: January 18, February 8 and 22, March 8 and 22, April 5, May 3 and 24, June 7 and 28, July 19, August 23, September 13 and 27, October 11 and 25, November 15, and December 13.

Moved by Beverly Berryman, seconded by Chris Thompson and carried 5-0 to approve Board meeting dates and new 6:00 p.m. time for Open Session for 2011. Trustee Thompson suggested that Open Session be moved to 6:00 p.m. (previously at 5:30 p.m.).

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to appoint Beverly Berryman as representative for OCSBA Political Action Committee for 2011.

Moved by Hilda Sugarman, seconded by Chris Thompson and carried 5-0 to appoint Lynn Thornley as alternative representative for OCSBA Political Action Committee for 2011.

Moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to appoint Hilda Sugarman as representative for the County Committee on School District Organization for 2011.

Moved by Hilda Sugarman, seconded by Chris Thompson and carried 5-0 to appoint Janny Meyer as the alternative representative for the County Committee on School District Organization for 2011.

President Thornley thanked Beverly Berryman for serving as President of the Board of Trustees and presented her with a framed student art piece on behalf of the Board and the Fullerton School District.

Introductions/Recognitions

Dr. Karen Whisnant, Acacia School Principal was unable to present her school report to the Board of Trustees due to the passing of a family member.

Public Comments – Policy (see above)

Robert Johnson, President of the Fullerton Education Foundation (FEF), announced that FEF recently distributed funds to teachers for STAR grants. These grant fund projects are for individual or teams of teachers or for schoolwide projects. FEF funded eight schools totaling \$6786.20. Due to additional donations, FEF is funding a second round of STAR grants and Special Schools grants for the second half of the 2010/2011 school year. Teachers can apply for up to \$500.00 or up to \$2,000.00 for a school project.

Superintendent's Report

Dr. Hovey congratulated Trustee Berryman, Trustee Meyer, and Trustee Thompson and stated he looks forward to working with them in coming years. He extended his best wishes to Ellen Ballard and Minard Duncan and appreciated working together with them throughout the years. Dr. Hovey shared that he attended the California School Boards Association's (CSBA) Annual Education Conference and appreciated the opportunity to participate with the new and returning Board members. Dr. Hovey attended a variety of workshops with Board Members including the New Board member orientation. Dr. Hovey reported Kurt Koerth, Richman School Physical Education Teacher, was the recipient of the Silver Medalist award for the Governor's PE Challenge and was honored at the Board Meeting at the Orange County Department of Education. Dr. Hovey announced the following events would take place on December 15, 2010: first Budget Advisory Committee meeting at 3:15 p.m. in the District Board Room; the Districtwide Spelling Bee at 3:30 p.m. at Ladera Vista Junior High; and the District Office Holiday Luncheon at 11:30 p.m. in the District Board Room. He wished everyone Happy Holidays.

Information from DELAC

Julie Brandon, Program Specialist, congratulated the newly elected Board Members. She announced the newly elected DELAC Committee representatives: Waafa Saada, Xochitl Perez, and Solange Abhar. Ms. Brandon conducted training on Promethean boards and they voted for officers using the interactive controllers. Fullerton Police Officer Valdeserri conducted a presentation on gangs to DELAC on November 19th. The upcoming DELAC meeting will be held on January 25, 2011 at Raymond School from 9:00-11:00 a.m.

Information from the Board of Trustees

Trustee Berryman – She stated she attended the CSBA Conference and attended various workshops including: budget, contract negotiations, achievement gap, and testing. She also indicated that it was a pleasure to help present information about the District's Saturday School program while at CSBA. Mark Douglas, Assistant Superintendent of Personnel Services, announced the District's enrollment numbers for Saturday School are nearly double last year's enrollment numbers. Trustee Berryman announced the retirement of Donna Schnars in December. She attended Nicolas Junior High School's Knights of the Roundtable breakfast, and Rolling Hill's musical, CATS. Trustee Berryman thanked Los Ayudantes for hosting the second fundraiser dinner that benefitted the All the Arts for All the Kids Foundation.

Trustee Thompson - He stated he attended the Roundtable breakfast at Nicolas Junior High School and was very impressed with the students and speakers. He also attended the Holiday Boutique at Raymond School. Trustee Thompson shared he attended the New Board Member orientation at CSBA along with Trustee Meyer.

Trustee Sugarman- She was happy to report the Fullerton Technology Foundation (FTF) approved \$21,000.00 towards teacher grants and the recipients of those grants would be notified shortly. She shared the Toast to Learning event will be held on June 4, 2011, and will incorporate a technology treasure chest for fundraising efforts. She commented many school sites have hosted amazing programs. Beechwood School hosted the volleyball tournament for the two K-8 and junior high schools within the District. She suggested that people take time to view movies regarding public education. She wished everyone a Happy Holiday season.

Trustee Meyer- She shared she had the opportunity to attend the CSBA Conference and attended numerous sessions and keynote speakers. She enjoyed the networking with different people from the County and the State level. She stated she is on the Board for the Fullerton Technology Foundation. She is looking forward to attending the District's Spelling Bee. Trustee Meyer thanked Principals and staff for inviting her to the events being held at their sites. She was able to visit Nicolas Junior High School and Laguna Road School; she also attended Los Ayudantes Dinner. She stated she applauds staff for their great work and wished everyone Happy Holidays.

President Thornley- She attended the Teacher of the Year event for the County held at the Disneyland Hotel where Holly Steele, Beechwood School Teacher, was honored for being one of the five Orange County finalists. Trustee Thompson stated that two of his children have had the joy of having Mrs. Steele as their teacher. He can attest to Mrs. Steele's innate ability to have students learn and shared how Mrs. Steele's instructional abilities are a true gift to the District. President Thornley wished everyone a great holiday season.

Information from PTA, FETA, CSEA, FESMA

PTA Council – Georgene Bravo – She congratulated Trustee Meyer and Trustee Thompson and welcomed them to the Board of Trustees. She shared that the Principal and President's Luncheon was held on November 30. She thanked Ellen Ballard for her inspirational speech at the luncheon. She stated Acacia, Fern Drive, Golden Hill, Hermosa Drive, Nicolas Junior High, Raymond, Richman, and Woodcrest Schools had exceptional PTA membership. Mrs. Bravo shared that FIES was very appreciative of the extra support they received from Golden Hill School. Mrs. Bravo stated PTA would soon begin their nominating committee for 2011/2012. She wished everyone Happy Holidays.

FETA – Karla Turner – She welcomed back the returning Board Members and the new Board Members. FETA donated \$100.00 to Crittenton Services in honor of the memory of retired Raymond School teacher, Margo Ellison. In addition, FETA donated \$250.00 to FIES, \$50.00 to the Fullerton Education Foundation in honor of the service of Ellen Ballard; and \$50.00 to All the Arts for All the Kids Foundation in honor of the service of retired Board Member Minard Duncan. Ms. Turner shared that she had the opportunity, along with Janet Morey (Assistant Superintendent of Educational Services), Emy Flores (Valencia Park Principal), and Ann Kozma (Valencia Park Teacher), to attend the QEIA conference in Sacramento on November 30, 2010. She congratulated Valencia Park Staff for their tremendous efforts in raising their API score. She stated the FETA negotiation team is currently in discussion with the District regarding the Jobs Bill money. She wished everyone a Happy Holiday season.

CSEA– Marleen Acosta – She was happy to share that she was returning as Secretary for CSEA. She welcomed the new Board Members. She stated that Debbie Javelosa will now be the second Vice President and Martha Roberts the Treasurer for CSEA. She thanked those who participated in the CSEA Toy Drive and was please to announce CSEA made a donation of \$200.00 to FIES.

FESMA – Paula Pitluk– She welcomed new and returning Board Members and that she looks forward to working with them. She wished everyone a happy holiday season filled with good health.

Information Items

The District Activities Calendar is available at the following URL:

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

Approve Minutes

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 3-2 to approve the minutes of the Regular meeting on November 16, 2010 (Trustee Meyer and Trustee Thompson abstained as they were not members of the Board during this meeting).

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

Consent Items

Moved by Beverly Berryman, seconded by Hilda Sugarman and carried 5-0 to approve the consent items with the correction to Board Agenda Item#1b. The Board of Trustees held discussion on Board Agenda Items #1b, #1m, and #1n.

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 E22B0023 through E22B0026, E22C0050 through E22C0060, E22D0243 through E22D0308, E22M0088 through E22M0100, E22R0317 through E22R0387, E22T0016 through E22T0018, E22V0051 through E22V0061, E22X0289 through E22X0306, E22D0285 through E22D0291, E22R0369 through E22R0374, E22V0058 through E22V0059, and E22X0299 through E22X0300 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130356 through 130467, out-of-date sequence purchase order numbered GS-130006, and processed food and commodity purchase orders numbered GS-130007 and GS-130008 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 75911 through 76318 for the 2010/2011 school year in the amount of \$2,174,168.29.

1f. Approve/Ratify Nutrition Services warrants numbered 7933 through 7993 for the 2010/2011 school year totaling \$254,282.38.

1g. Approve agreement with Pathfinder Ranch for Outdoor Science School from December 15, 2010 through June 30, 2011.

1h. Approve/Ratify Student Teaching Agreement with California State University, Fullerton's Cal State Teach Program commencing September 1, 2010 through August 31, 2011.

1i. Approve Classified tuition reimbursement.

1j. Approve submission of the 2010/2011 Operations Application for the K-3 Class Size Reduction Program (CSR) and certify that the statements included on the attached application are true and accurate.

1k. Approve purchase of wireless products and communication services under the Western States Contracting Alliance (WSCA) Agreement No. S1523 dated October 10, 2006, and the WSCA Participating Addendum between Sprint Solutions, Inc. and the State of California (Master Services Agreement No. 7-10-70-15).

1l. Approve rejection of Claim Number 10-86796 DD.

1m. Approve 2011 overnight educational tour/field study for eighth grade students to Washington D.C., and other historical city locations for Fisler School on May 21-28, 2011, and for Beechwood School and Nicolas Junior High on June 4-11, 2011.

1n. Approve 2011 overnight educational tour/field study for fourth grade students to San Francisco, Sacramento, and other historical city locations for Fisler School on June 1-3, 2011.

President Thornley adjourned the Regular Meeting of the Board of Trustees at 6:42 p.m. and convened the Fullerton School District Meeting of the Capital Facilities Corporation at 6:43 p.m.

Moved by Chris Thompson, seconded by Beverly Berryman and carried 5-0 to appoint Lynn Thornley, as President of the Corporation.

Moved by Chris Thompson, seconded by Hilda Sugarman, and carried 5-0 to appoint Beverly Berryman as Secretary to the Corporation.

Moved by Beverly Berryman, seconded by Chris Thompson, and carried 5-0 to appoint Dr. Mitch Hovey as Vice President of the Corporation.

Moved by Chris Thompson, seconded by Beverly Berryman, and carried 5-0 to appoint Dr. Gary Cardinale as Chief Financial Officer of the Corporation.

President Thornley adjourned the meeting of the Capital Facilities Corporation at 6:45 p.m. and reconvened the Regular Meeting of the Board of Trustees at 6:46 p.m.

Discussion/Action Items

2a. Approve New and Revised Board Policies

Revised:

Students

BP 5116 School Attendance Boundaries

BP 5116.1 Intradistrict Open Enrollment

BP 5117 Interdistrict Attendance

Moved by Chris Thompson, seconded by Hilda Sugarman, and carried 5-0 to Approve New and Revised Board Policies (BP 5116 School Attendance Boundaries, BP 5116.1 Intradistrict Open Enrollment, and BP 5117 Interdistrict Attendance). President Berryman clarified the Board continuously reviews and approves Board Policies as needed based on Education Code law updates.

2b. Hear presentation and approve a "Qualified Certification" for the 2010/2011 First Interim reporting period of the District's ability to meet its financial obligations for the current year, but not the two subsequent years, based on the current State budget.

Dr. Gary Cardinale, Assistant Superintendent of Business Services, presented an overview of the District's First Interim reporting period. It was then moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to approve a "Qualified Certification" for the 2010/2011 First Interim reporting period of the District's ability to meet its financial obligations for the current year, but not the two subsequent years, based on the current State budget.

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

Trustee Thompson made a motion for the Board of Trustees to discuss the organization of the Budget Advisory Committee. President Thornley stated that hearing no second motion, Trustee Thompson's request could not be honored.

Adjournment

President Thornley adjourned the Regular meeting on December 14, 2010 at 7:53 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), National Board Certification Incentive, 2010/2011 BTSA Induction Program support provider stipend, resignation(s), leave(s) of absence, and retirement(s), and a subsequent waiver request.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON JANUARY 18, 2011**

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Nicole Dibsy	Substitute Teacher	Employ	100	12/10/10
Kathryn Fagundo	Substitute Teacher	Employ	100	12/08/10
Rachel Friedrichs	Substitute Teacher	Employ	100	12/03/10
Bryan Hackett	Substitute Teacher	Employ	100	12/01/10
Sharon Holden	Substitute Teacher	Employ	100	12/14/10
Allison Lavan	Substitute Teacher	Employ	100	11/30/10
Nini Rafanan	Substitute Teacher	Employ	100	12/06/10
Kendall Sczempka	Substitute Teacher	Employ	100	12/09/10
Alison Singh	Substitute Teacher	Employ	100	12/03/10
Amber Weinke	Substitute Teacher	Employ	100	11/30/10
Hannah Baldelli	Speech (50%)/ Special Services	IV/5	142	01/12/11
Kristine Spencer	5 th /6 th Grade/Acacia	IV/4	100	12/08/10
Monique Welch	School Nurse (50%)/ Special Services	II/4	255	01/06/11

NATIONAL BOARD CERTIFICATION INCENTIVE

Approve third installment of \$1,544.00, from State-funded National Board Certification Incentive Program for the following certificated Personnel:

Luann Grismer

2010/2011 BTSA INDUCTION PROGRAM SUPPORT PROVIDER STIPEND

Approve \$1,500.00 per participating teacher from Budget 013555223-1901 to be paid in two increments, \$750.00 in February 2011 and \$750.00 in June 2011, for the following certificated personnel:

Erin Acosta
Pablo Diaz (2 teachers)
Lorraine Gire (2 teachers)
Teresa Green

Patty Hammel (2 teachers)
Jessica Humes
Clara Kolmansberger
Theresa Mann

Pauline Moorhatch
Marisa Ortega
Elizabeth Rivas

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 18, 2011

2010/2011 BTSA INDUCTION PROGRAM SUPPORT PROVIDER STIPEND – CONTINUED

Approve \$100.00 from Budget 013555223-1901 to support providers whose participating teachers left the program prior to completion.

Patt Hawkey

Shannon Njavro

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

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Lucy Acosta	Preschool/Richman	Retire	01/31/11
Patricia Ascari	Science/Nicolas	Leave of Absence	01/13/11-06/17/11
Jenny Chun	Kindergarten/Sunset Lane	Leave of Absence	12/03/10-06/10/11
Jody Dyer	5 th /6 th Grade/Acacia	Leave of Absence	12/02/10-12/31/10
Darcy Kaatz	Math/Nicolas	Resign	12/01/10

SUBSEQUENT WAIVER REQUEST

Title 5-80120: California Commission on Teacher Credentialing authorization to provide the employing agency with one year or longer to allow time to complete a requirement.

Approve subsequent waiver request for Hannah Baldelli, Speech Therapist, from 01/12/11 through 06/17/11, per EC 44268: Professional Preparation Program for the Speech Language Pathology Services Credential.

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 January 18, 2011.

Clerk/Secretary

CONSENT ITEM

DATE: January 18, 2011

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

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

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

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

GC:gs
Attachment

FULLERTON SCHOOL DISTRICT
Gifts – January 18, 2011

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Beechwood	Ms. Jill Stecher (Parent)	Monetary donation of \$116.54 for the school
District	SchoolsFirst Federal Credit Union (Community Partner)	Monetary donation of \$530.00 earned through the Back to School, Back to You program
Fern Drive	Lifetouch National School Studios (Community Partner)	Monetary donation of \$599.61 for school photos
Fern Drive	Miller's Automotive (Community Partner)	Monetary donation of \$56.23 for the school
Fern Drive	Randy Brown (Parent)	Monetary donation of \$45.00 for the school
Hermosa Drive	Hermosa Drive Elementary PTA (Community Partner)	Monetary donation of \$3,600.00 for new classroom printers
Hermosa Drive	Hermosa Drive Elementary PTA (Community Partner)	Monetary donation of \$6,000.00 for two Epson BrightLink boards
Hermosa Drive	Mrs. Janny Meyer (Retired Teacher)	Donation of classroom materials
Ladera Vista Jr. High	Ann Okino (Parent)	Monetary donation of \$50.00 for the foods class
Ladera Vista Jr. High	Brent Adams (Parent)	Monetary donation of \$50.00 for the foods class
Ladera Vista Jr. High	Umesh & Anupama Ratnam (Parents)	Monetary donation of \$75.00 for the school
Ladera Vista Jr. High	Ladera Vista Jr. High School PTSA (Community Partner)	Monetary donation of \$340.00 for movie licensing
Orangethorpe	Lifetouch National School Studios (Community Partner)	Monetary donation of \$971.22 for the school
Parks Jr. High	Mr. & Mrs. Hyun Hee Im (Parents)	Monetary donation of \$65.00 for the Academic Pentathlon
Parks Jr. High	Phil Ling (Staff)	Monetary donation of \$3,000.00 for the technology program
Raymond	Raymond School PTA (PTA)	Monetary donation of \$102.65 for Outdoor Education
Raymond	Raymond School PTA (PTA)	Monetary donation of \$894.79 for the library

CONSENT ITEM

DATE: January 18, 2011
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 E22B0027, E22C0061 THROUGH E22C0074, E22D0309 THROUGH E22D0344, E22M0101 THROUGH E22M0110, E22R0388 THROUGH E22R0448, E22T0019 THROUGH E22T0020, E22V0062 THROUGH E22V0067, AND E22X0307 THROUGH E22X0322 FOR THE 2010/2011 FISCAL YEAR

Background: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors. Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail – Canceled Purchase Orders or Purchase Order Detail – Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

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

Rationale: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b), Roles of Board of Trustees.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered E22B0027, E22C0061 through E22C0074, E22D0309 through E22D0344, E22M0101 through E22M0110, E22R0388 through E22R0448, E22T0019 through E22T0020, E22V0062 through E22V0067, and E22X0307 through E22X0322 for the 2010/2011 fiscal year.

GC:SS:gs
 Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/18/2011

FROM 11/30/2010 TO 12/13/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22B0027	PIONEER STATIONERS	162.47	162.47	0109555271 4350	Beckman Science Administration / Materials and Supplies
E22C0061	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0122417101 5210	Title III Limited Engl Ladera / Conferences and Meetings
E22C0062	UCI WRITING PROJECT	1,120.00	1,120.00	0140155239 5210	Curriculum Development Discret / Conferences and
E22C0063	DEVELOPMENTAL RESOURCES	417.00	417.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
E22C0064	SAN DIEGO CNTY OFFICE OF EDUCA	900.00	900.00	0124354101 5210	ARRA IDEA Preschool B611 Instr / Conferences and
E22C0065	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0109723109 5210	Suppl Grant Support Parks / Conferences and Meetings
E22C0066	SO CALIF KINDERGARTEN CONFEREN	328.00	328.00	0110130109 5210	CSR Option II Program Fisler / Conferences and Meetings
E22C0067	COMPUTER USING EDUCATORS INC	2,380.00	2,380.00	0130222101 5210	Econ Impact Aid Pacific Drive / Conferences and Meetings
E22C0068	BEHAVIOR INTERVENTION SPECIALI	600.00	600.00	0125554321 5210	LEA Medi Cal Reimb Psych / Conferences and Meetings
E22C0069	SO CALIF KINDERGARTEN CONFEREN	1,277.10	116.10	0132952101 5210	Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
			116.10	1208111101 5210	Preschool Instr Beechwood / Conferences and Meetings
			116.10	1208127101 5210	Preschool Inst Sunset Lane / Conferences and Meetings
			116.10	1208510101 5210	Childcare Instr Acacia / Conferences and Meetings
			325.08	1231019101 5210	Preschool Instruction / Conferences and Meetings
			487.62	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
E22C0070	DEVELOPMENTAL RESOURCES	139.00	139.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
E22C0071	SAN DIEGO CNTY OFFICE OF EDUCA	125.00	125.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
E22C0072	ORANGE COUNTY SCHOOL NURSES AS	150.00	150.00	0151354341 5210	Health Services / Conferences and Meetings
E22C0073	SOLUTION TREE LLC	3,045.00	3,045.00	0121221101 5210	Title I Orangethorpe Instr / Conferences and Meetings
E22C0074	SACRAMENTO CNTY OFFICE OF EDUC	175.00	175.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
E22D0309	PITSCO	158.08	158.08	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22D0310	PRECISION DATA PRODUCTS	306.38	306.38	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
E22D0311	MIND INSTITUTE	598.13	598.13	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
E22D0312	VIRCO MANUFACTURING	443.41	443.41	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
E22D0313	E L ACHIEVE	6,097.82	6,097.82	0122422101 4310	Title III Limited Engl Pac Dr / Materials and Supplies Instr

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E22D0314	ACTION LEARNING SYSTEMS INC	3,952.00	3,952.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22D0315	DATA MANAGEMENT INC	320.63	320.63	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
E22D0316	ROSETTA STONE LTD	6,127.69	1,421.00	0122430101 4310	Title III Limited Engl Fisler / Materials and Supplies Instr
			4,706.69	0134530101 4310	English Lang Acq Prog Fisler / Materials and Supplies Instr
E22D0317	FOLLETT LIBRARY RESOURCES	420.59	420.59	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22D0318	TROXELL COMMUNICATIONS	433.91	433.91	0130224101 4310	Econ Impact Aid Raymond / Materials and Supplies Instr
E22D0319	DOHERTY INC, JAMES	2,716.35	2,716.35	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0320	SUPPLY MASTER	847.92	847.92	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
E22D0321	BLUE RAVEN TECHNOLOGY INC	1,495.32	1,495.32	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
E22D0322	MATHCOUNTS FOUNDATION	247.88	247.88	0111623101 4310	Parks Made in the Shade Instr / Materials and Supplies Instr
E22D0323	AMAZON.COM	29.08	29.08	0144227101 4310	Donations Sunset Lane / Materials and Supplies Instr
E22D0324	IT'S ELEMENTARY	201.66	201.66	2167150851 4350	Facilities Improvement / Materials and Supplies Office
E22D0325	DIAMOND TROPHY AND ENGRAVING	89.18	89.18	2167150851 4350	Facilities Improvement / Materials and Supplies Office
E22D0326	BLUE RAVEN TECHNOLOGY INC	543.75	543.75	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22D0327	VIRCO MANUFACTURING	376.88	376.88	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22D0328	NASCO WEST INC	719.23	719.23	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22D0329	CDW.G	224.38	224.38	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
E22D0330	SPECIAL T'S	247.64	247.64	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
E22D0331	SUPPLY MASTER	760.06	760.06	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22D0332	CULVER NEWLIN INC	301.24	301.24	0124154392 6450	ARRA IDEA Basic Pupil Enhance / Repl Equip Less Than
E22D0333	S&S WORLDWIDE INC	56.79	56.79	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
E22D0334	NASCO WEST INC	800.42	800.42	0111623101 4310	Parks Made in the Shade Instr / Materials and Supplies Instr
E22D0335	GOV CONNECTION	230.55	230.55	0111615101 4310	Donations Instr Golden Hill / Materials and Supplies Instr
E22D0336	KAPLAN SCHOOL SUPPLY	4,083.48	2,041.71	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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E22D0336	*** CONTINUED ***		2,041.77	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22D0337	KAPLAN SCHOOL SUPPLY	915.00	274.50	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			320.25	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
			320.25	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
E22D0338	KAPLAN SCHOOL SUPPLY	673.02	673.02	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22D0339	KAPLAN SCHOOL SUPPLY	2,764.63	2,764.63	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
E22D0340	KAPLAN SCHOOL SUPPLY	1,635.44	1,635.44	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22D0341	CDW.G	639.45	639.45	0111927101 4310	Phelps Grant Sunset Lane / Materials and Supplies Instr
E22D0342	CDW.G	68.60	68.60	0144212109 4310	Technology Donations Cmmnwlth / Materials and Supplies
E22D0343	APPLE COMPUTER INC.	270.79	270.79	0111615101 4310	Donations Instr Golden Hill / Materials and Supplies Instr
E22D0344	MATHCOUNTS FOUNDATION	240.00	240.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22M0101	INTERSTATE POLE INDUSTRIES	5,562.94	5,562.94	1453320859 5640	Deferred Maint Fac Nicolas Jr / Repairs by Vendors
E22M0102	AMBIENT ENVIRONMENTAL INC	1,450.00	1,450.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
E22M0103	AAA ELECTRIC MOTORS	152.25	152.25	1453330859 4363	Deferred Maint Fac Fisler / Materials and Supplies Repairs
E22M0104	GAMETIME	594.10	594.10	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0105	MULCH MASTER	12,186.90	6,093.45	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
			6,093.45	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
E22M0106	MONTGOMERY HARDWARE COMPANY	944.62	944.62	1453350859 4363	Deferred Maint Facilities / Materials and Supplies Repairs
E22M0107	WESTERN STATES GLASS	783.00	783.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0108	DEPT OF INDUSTRIAL RELATIONS	250.00	250.00	0153353819 5899	Plant Maintenance DC / Other Expenses
E22M0109	PRECISION FENCE	465.00	465.00	0153453819 5640	Vandalism / Repairs by Vendors
E22M0110	DEPT OF INDUSTRIAL RELATIONS	450.00	450.00	0153353819 5899	Plant Maintenance DC / Other Expenses
E22R0388	PERFORMANCE ENVELOPE	630.86	630.86	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
E22R0389	STAPLES 025724519	92.43	92.43	0153050799 4350	Business Administration DC / Materials and Supplies

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E22R0390	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0130417103 5310	SLIP Instruction Ladera Vista / Dues and Memberships
E22R0391	G E MENDEZ FOUNDATION	4,346.25	4,346.25	0125055101 4310	IASA Drug Free Schools / Materials and Supplies Instr
E22R0392	AEROMARK	77.44	77.44	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22R0393	WHISNANT, KAREN	59.74	59.74	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22R0394	BALLARD AND TIGHE PUBLISHERS	971.86	971.86	0130252101 4310	Econ Impact Aid Instruct Distr / Materials and Supplies Inst
E22R0395	PITLUK, PAULA	407.96	407.96	0144227101 4310	Donations Sunset Lane / Materials and Supplies Instr
E22R0396	CANDELARIA, MELINDA L	125.29	125.29	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
E22R0397	SAN DIEGO CNTY OFFICE OF EDUCA	217.50	217.50	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
E22R0398	ORVAC ELECTRONICS	58.24	58.24	0130220101 4310	Econ Impact Aid Nicolas / Materials and Supplies Instr
E22R0399	AEROMARK	53.29	53.29	0152657719 4350	Superintendent Discret / Materials and Supplies Office
E22R0400	NCS PEARSON INC	3,262.50	3,262.50	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22R0401	SCHINDELE, VICKI	2,800.00	2,800.00	0110326109 5805	Reimburse Rolling Hills Disc / Consultants
E22R0402	KAWAGUCHI, TERI	73.98	73.98	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
E22R0403	AMAZON.COM	22.27	22.27	0109555101 4310	Beckman Science Instructional / Materials and Supplies
E22R0404	SUPPLY MASTER	229.46	229.46	0131652273 4350	Arts and Music Grant Admin / Materials and Supplies
E22R0405	LAGUNA ROAD SCHOOL CHORUS FOUN	1,714.00	1,714.00	0111618101 4310	Donations Instr Laguna Rd / Materials and Supplies Instr
E22R0406	KOERTH, KURT	255.56	255.56	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22R0407	GRIMM, ESTELLA	55.80	55.80	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22R0408	GRISMER, LUANN	27.17	27.17	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22R0409	RYDELL, LAURA S	42.16	42.16	0151454391 4350	Special Services / Materials and Supplies Office
E22R0410	PACIFIC CHILD AND FAMILY	1,811.25	1,811.25	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22R0411	APPLE COMPUTER INC.	2,707.88	2,707.88	0124154392 4310	ARRA IDEA Basic Pupil Enhance / Materials and Supplies
E22R0412	DISCOUNT SCHOOL SUPPLY	186.42	186.42	0124154392 6410	ARRA IDEA Basic Pupil Enhance / New Equip Less Than
E22R0413	ED CETERA	240.92	240.92	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies

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E22R0414	PRO ED	1,258.75	1,258.75	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0415	LINGUI SYSTEMS INC	45.62	45.62	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0416	SUPER DUPER PUBLICATIONS	76.07	76.07	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0417	LINGUI SYSTEMS INC	243.18	243.18	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0418	SUPER DUPER PUBLICATIONS	336.34	336.34	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0419	SPEECH BIN, THE	192.22	192.22	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0420	KISHIMOTO, ELWIN	145.00	145.00	0111630101 5640	Donation Discretionary Fisler / Repairs by Vendors
E22R0421	SUBURBAN SCHOOL SUPERINTENDENT	200.00	200.00	0152657719 5310	Superintendent Discret / Dues and Memberships
E22R0422	FULLERTON CHAMBER OF COMMERCE	414.00	414.00	0152657719 5310	Superintendent Discret / Dues and Memberships
E22R0423	SAN DIEGO CNTY OFFICE OF EDUCA	64.00	64.00	0152055779 4350	Education Services Discret / Materials and Supplies Office
E22R0424	HUNT, GINGER	69.00	69.00	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22R0425	AEROMARK	68.51	68.51	0130417103 4310	SLIP Instruction Ladera Vista / Materials and Supplies Instr
E22R0426	PEARSON ASSESSMENT INC	2,121.59	2,121.59	0111555103 4310	Gifted and Talented Education / Materials and Supplies
E22R0427	AEROMARK	123.32	123.32	0151354341 4350	Health Services / Materials and Supplies Office
E22R0428	CALIFORNIA THEATRE CENTER	192.00	192.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22R0429	GONZALEZ, BITIA	115.19	115.19	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0430	ACADEMIC THERAPY PUBLISHERS	285.00	285.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0431	WESTERN PSYCHOLOGICAL SERVICES	1,145.96	475.01 670.95	0124954101 4310 0125554321 4315	ARRA IDEA Presch B619 Instr / Materials and Supplies LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0432	RIVERSIDE PUBLISHING COMPANY	2,750.26	1,826.38 923.88	0124254101 4315 0124954101 4310	Special Ed IDEA Basic RSP NSH / Materials Test Kits ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0433	PRO ED	3,041.21	1,420.26 1,620.95	0124254101 4315 0125554321 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0434	MULTI HEALTH SYSTEMS	888.96	888.96	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0435	PEARSON ASSESSMENT INC	916.75	916.75	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols

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E22R0436	PRO ED	223.26	223.26	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0437	TOGO'S	700.00	700.00	0109555271 4350	Beckman Science Administration / Materials and Supplies
E22R0438	AEROMARK	38.06	38.06	0153050799 4350	Business Administration DC / Materials and Supplies
E22R0439	CHRISTMAN, ELAINE	163.86	163.86	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
E22R0440	CALIFORNIA INSTITUTE FOR SCHOO	695.00	695.00	0152055779 5310	Education Services Discret / Dues and Memberships
E22R0441	SOUTHERN CALIFORNIA PUBLIC	25.00	25.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
E22R0442	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0111611121 4310	Math Science Olympiad Beechwd / Materials and Supplies
E22R0443	ROLLER, NANETTE	16.60	16.60	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr
E22R0444	GOODRICH, JODY	81.88	81.88	0151454391 4350	Special Services / Materials and Supplies Office
E22R0445	SEA WORLD	2,273.46	2,273.46	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
E22R0446	CSF PRODUCTS INC	451.31	451.31	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
E22R0447	NATIONAL SCIENCE TEACHERS ASSO	75.00	75.00	0109555101 5310	Beckman Science Instructional / Dues and Memberships
E22R0448	LINGUI SYSTEMS INC	761.26	761.26	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22T0019	A 1 TRANSMISSION AND SUPPLY	373.23	31.48	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			341.75	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
E22T0020	PARKHOUSE TIRE INC	433.55	121.19	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			312.36	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
E22V0062	APPLE COMPUTER INC.	19,365.90	92.00	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
			3,875.37	0110217109 6450	Instruction Ladera Vista DC / Repl Equip Less Than
			182.69	0111717109 4310	Hourly Intervention Ladera Vis / Materials and Supplies
			8,166.30	0111717109 6450	Hourly Intervention Ladera Vis / Repl Equip Less Than
			316.13	0111717279 4350	After School Intervention / Materials and Supplies Office
			123.00	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			6,136.20	0130217101 6450	Econ Impact Aid Ladera Vista / Repl Equip Less Than
			316.14	0130217279 4350	Econ Impact Aid Schl Admin LV / Materials and Supplies
			158.07	0140317279 4350	School Administration Discret / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/18/2011

FROM 11/30/2010 TO 12/13/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22V0063	APPLE COMPUTER INC.	10,513.31	10,513.31	0125554101 6450	LEA Medi Cal Reimburse Speech / Repl Equip Less Than
E22V0064	TROXELL COMMUNICATIONS	2,065.16	2,065.16	0130424103 6410	SLIP Instruction Raymond / New Equip Less Than \$10,000
E22V0065	APPLE COMPUTER INC.	3,759.07	2,102.66	0111611101 6410	Donations Instr Beechwood / New Equip Less Than
			1,656.41	0130411103 6410	SLIP Instruction Beechwood / New Equip Less Than
E22V0066	TROXELL COMMUNICATIONS	3,420.19	2,052.12	0111717109 6450	Hourly Intervention Ladera Vis / Repl Equip Less Than
			1,368.07	0130217101 6450	Econ Impact Aid Ladera Vista / Repl Equip Less Than
E22V0067	AUTHORIZED AUDIO VIDEO	6,023.70	6,023.70	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
E22X0307	NIGRO NIGRO AND WHITE PC	43,127.00	43,127.00	0152550709 5835	Board Fiscal Discretionary / Audit
E22X0308	NIGRO NIGRO AND WHITE PC	2,400.00	2,400.00	0139452341 5835	OC School Nurse Exp Health / Audit
E22X0309	NIGRO NIGRO AND WHITE PC	2,700.00	2,700.00	0139252271 5835	Prop 10 OC Families Sch Admin / Audit
E22X0310	NIGRO NIGRO AND WHITE PC	2,100.00	2,100.00	0127552271 5835	School Readiness Prog Admin / Audit
E22X0311	SWENSON, DAVID	21,000.00	10,500.00	0121220101 5805	Title I Nicolas Instruction / Consultants
			10,500.00	0130420103 5805	SLIP Instruction Nicolas / Consultants
E22X0312	ACTION LEARNING SYSTEMS INC	10,000.00	10,000.00	0121220101 5805	Title I Nicolas Instruction / Consultants
E22X0313	SCHOLASTIC BOOK FAIRS	2,500.00	2,500.00	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22X0314	IRVINE THERAPY SERVICES	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0315	CENTER FOR AUTISM AND RELATED	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0316	RYANEN, CYNTHIA	13,800.00	13,800.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0317	VERIZON WIRELESS	100.00	100.00	0109711109 5900	Suppl Grant Support Beechwood / Communications
E22X0318	PHS STAFFING	100,000.00	75,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
			25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0319	ACTION LEARNING SYSTEMS INC	20,000.00	20,000.00	0121352101 5805	ARRA Title I Dist Instruction / Consultants
E22X0320	COSTCO WHOLESALE	500.00	500.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
E22X0321	NEWPORT LANGUAGE AND SPEECH CE	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0322	ARROWHEAD DRINKING WATER	800.00	800.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/18/2011**

FROM 11/30/2010 TO 12/13/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	435,803.71		
		Fund 12 Total:	12,589.36		
		Fund 14 Total:	6,659.81		
		Fund 21 Total:	290.84		
		Total Amount of Purchase Orders:	455,343.72		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **01/18/2011**

FROM 11/30/2010 TO 12/13/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0188	ORIENTAL TRADING COMPANY	117.35	+17.26	0151354341 4350	Health Services / Materials and Supplies Office
E22R0347	ACADEMIC THERAPY PUBLISHERS	311.03	+28.28	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22V0051	APPLE COMPUTER INC.	2,338.23	-19.87	0144230109 4310	Technology Donations Fisler / Materials and Supplies Instr
			+168.58	0144230109 6410	Technology Donations Fisler / New Equip Less Than
E22X0075	SOUTHWEST SCHOOL SUPPLY	1,250.00	+1,000.00	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr
E22X0096	STAPLES 025724519	568.74	+68.74	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
E22X0251	AUTISM SPECTRUM CONSULTANTS IN	75,000.00	+50,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
E22X0253	BEACON DAY SCHOOL	100,000.00	+75,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
E22X0255	COYNE AND ASSOCIATES EDUCATION	175,000.00	+150,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
E22X0258	ROSSIER PARK ELEMENTARY SCHOOL	100,000.00	+75,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
E22X0264	TEC SANTA ANA	150,000.00	+125,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
E22Z0062	WEST COAST SAND AND GRAVEL	1,900.00	+900.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
Fund 01 Total:			477,162.99		
Total Amount of Change Orders:			477,162.99		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

01/18/2011

FROM 11/30/2010 TO 12/13/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0003	COASTAL ENTERPRISES	13,463.82	13,463.82	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0003	CALIF MUNICIPAL STATISTICS INC	300.00	300.00	0153050799 5805	Business Administration DC / Consultants
E22R0367	CALIFORNIA THEATRE CENTER	614.25	614.25	0111610101 5850	Donations Instr Acacia / Admission Fees
	Fund 01 Total:	14,378.07	14,378.07		
	Total Amount of Purchase Orders:	14,378.07			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/18/2011

FROM 11/30/2010 TO 12/13/2010

<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

01/18/2011

FROM 11/30/2010 TO 12/13/2010

<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

01/18/2011

FROM 11/30/2010 TO 12/13/2010

<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 01/18/2011

FROM 11/30/2010 TO 12/13/2010

<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

01/18/2011

FROM 11/30/2010 TO 12/13/2010

<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 CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

01/18/2011

FROM 11/30/2010 TO 12/13/2010

<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: January 18, 2011

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

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

PREPARED BY: Amanda Colón, Assistant Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 130468 THROUGH 130527, OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED DJ-130004 AND DJ-130005, AND PROCESSED FOOD AND COMMODITY PURCHASE ORDER NUMBERED GS-130009 FOR THE 2010/2011 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated November 30, 2010 through December 13, 2010, contains purchase orders numbered 130468 through 130527, out-of-date sequence purchase orders numbered DJ-130004 and DJ-130005, and processed food and commodity purchase order numbered GS-130009 for the 2010/2011 school year totaling \$294,525.59.

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 130468 through 130527, out-of-date sequence purchase orders numbered DJ-130004 and DJ-130005, and processed food and commodity purchase order numbered GS-130009 for the 2010/2011 school year.

GC:AC:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
11-30-10 through 12-13-10

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
11/1/2010	DJ Co-ops	DJ-130005	Commodity	1,270.35
11/1/2010	DJ Co-ops	DJ-130004	Commodity	3,846.15
Processed Food & Commodity P.O.'s				
12/1/2010	Gold Star Foods	GS-130009	Commodity	497.66
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				5,116.50
Total Processed Food & Commodity P.O.'s				497.66
Total Purchase Orders from Purchase Order Detail Report				288,911.43
TOTAL PURCHASE ORDERS				\$ 294,525.59

Purchase Orders - Detail

12/15/2010 9:25:56 AM

Fullerton School District

Show all data where the Order Date is between 11/30/2010 and 12/13/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Distributors	130476	11/30/2010	1/6/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
23	case	8264	Chips, Tortilla, La Vencedora, 150/1.25 oz		\$13.1200	\$301.76	
				Sales Tax:		\$0.00	
				P.O. Total:		\$301.76	
A & R Distributors	130477	11/30/2010	12/15/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
21	cs	7018	Cracker,Graham Giant Choc Gldfish #15263 300/2/.9oz		\$36.4200	\$764.82	
15	case	7712	Cookie, Fortune 1W 350's #9510918		\$7.8600	\$117.90	
				Sales Tax:		\$0.00	
				P.O. Total:		\$882.72	
A & R Distributors	130478	11/30/2010	12/8/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
112	case	68012	Juice, Hansen's, Burstin Berry 3680 40/6.75		\$10.8800	\$1,218.56	
112	Case	68013	Juice, Hansen's,Totally Tropical #68013 40/6.75oz		\$10.8800	\$1,218.56	
112	Case	68014	Juice,Hansen's,Stawberry Banana 3682 40/6.75oz		\$10.8800	\$1,218.56	
				Sales Tax:		\$0.00	
				P.O. Total:		\$3,655.68	
A & R Distributors	130479	11/30/2010	12/15/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3	case	8264	Chips, Tortilla, La Vencedora, 150/1.25 oz		\$13.1200	\$39.36	
				Sales Tax:		\$0.00	
				P.O. Total:		\$39.36	
A & R Distributors	130490	11/30/2010	1/19/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
9	case	3057	Rice Krispies, Mini Squares, Kellogs 600/.39oz.		\$64.8000	\$583.20	
39	case	7021	Cracker Graham Hi-Fbr Honey MJM 150/3pk		\$13.8600	\$540.54	
				Sales Tax:		\$0.00	
				P.O. Total:		\$1,123.74	
A & R Distributors	130509	12/6/2010	1/5/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
14	case	8016	Munchie Kid's Mix, Quaker #80340 104/ .88 oz.		\$23.7000	\$331.80	
				Sales Tax:		\$0.00	
				P.O. Total:		\$331.80	
				Vendor Total:		\$6,335.06	
The Popcorn Man	130506	12/6/2010	1/12/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
50	cs	8017	Kettle Corn Crunchies 120/1oz		\$33.5000	\$1,675.00	
				Sales Tax:		\$0.00	
				P.O. Total:		\$1,675.00	
				Vendor Total:		\$1,675.00	
Fullerton School District	130519	12/8/2010	12/8/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	

Purchase Orders - Detail

12/15/2010 9:25:56 AM

Fullerton School District

Show all data where the Order Date is between 11/30/2010 and 12/13/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Fullerton School District	130519	12/8/2010	12/8/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Actual 4B & 5A Payroll per Nov Bitech Rprt	186,033.2300	\$186,033.23		
1	ea	1	District Expenses per Nov Bitech Reprt	\$7,069.1800	\$7,069.18		
						Sales Tax:	\$0.00
						P.O. Total:	\$193,102.41
						Vendor Total:	\$193,102.41

Swift Produce	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130499	12/3/2010	12/6/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	case	999130	Banana, #54709 Petite green tip	\$19.4000	\$58.20		
22	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$483.56		
3	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs	\$16.4500	\$49.35		
1	each	999071	Cantaloupe, each #55007	\$2.2500	\$2.25		
1	each	999099	Honeydew melon #56007	\$3.7500	\$3.75		
1	each	999070	Pineapple, each #59107	\$4.7500	\$4.75		
2	each	999120	Lettuce, green leaf #19407	\$1.7900	\$3.58		
2	each	999006	Cucumber, Each #15507	\$1.2900	\$2.58		
2	each	999059	Pepper, red bell #23507	\$1.4500	\$2.90		
1	each	1	Spinach baby 4#case #19679	\$14.9500	\$14.95		
75	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.8900	\$66.75		
15	lb	999216	Salad, 4-way #39928 lb	\$0.8900	\$13.35		
20	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$71.80		
20	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$23.80		
15	lb	999205	Carrot stix 2 #32808	\$1.2900	\$19.35		
35	lb	999240	Jicama sticks, #38158	\$1.9900	\$69.65		
5	lb	999265	Stir Fry Mix 10#, #49908	\$1.8900	\$9.45		
						Sales Tax:	\$0.00
						P.O. Total:	\$900.02

Swift Produce	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130500	12/3/2010	12/7/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	999030	Apple, red 150/case #50309(Washington)	\$29.9500	\$179.70		
2	each	999061	Tomato, each #27007	\$0.7575	\$1.52		
5	lb	999216	Salad, 4-way #39928 lb	\$0.8900	\$4.45		
10	lb	999210	Celery sticks #33808	\$1.7900	\$17.90		
6	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$131.88		
10	case	999130	Banana, #54709 Petite green tip	\$19.4000	\$194.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$529.45

Swift Produce	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130501	12/3/2010	12/8/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	lb	999216	Salad, 4-way #39928 lb	\$0.8900	\$8.90		
5	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$17.95		
5	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$5.95		
6	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$131.88		
						Sales Tax:	\$0.00
						P.O. Total:	\$164.68

Swift Produce	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130502	12/3/2010	12/9/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	999042	Orange, #58009, 113 count	\$20.9500	\$83.80		
5	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.8900	\$4.45		

Purchase Orders - Detail

12/15/2010 9:25:56 AM

Fullerton School District

Show all data where the Order Date is between 11/30/2010 and 12/13/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130502	12/3/2010	12/9/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5	lb	999216	Salad, 4-way #39928 lb			\$0.8900	\$4.45
						Sales Tax:	\$0.00
						P.O. Total:	\$92.70
Swift Produce	130503	12/3/2010	12/10/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5	lb	999216	Salad, 4-way #39928 lb			\$0.8900	\$4.45
10	lb	999203	Broccoli florets #31608 lb			\$3.5900	\$35.90
10	lb	999208	Carrot coin, bulk #33258			\$1.1900	\$11.90
6	case	999261	Carrot sticks, #32959 200/1.6oz/case			\$21.9800	\$131.88
						Sales Tax:	\$0.00
						P.O. Total:	\$184.13
Swift Produce	130521	12/9/2010	12/13/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
3	case	999130	Banana, #54709 Petite green tip			\$19.4000	\$58.20
6	case	999261	Carrot sticks, #32959 200/1.6oz/case			\$21.9800	\$131.88
3	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs			\$16.4500	\$49.35
2	each	999006	Cucumber, Each #15507			\$1.2900	\$2.58
2	each	999059	Pepper, red bell #23507			\$1.4500	\$2.90
10	lb	999213	Lettuce, shreidd 3/8 #39458 lb			\$0.8900	\$8.90
10	lb	999216	Salad, 4-way #39928 lb			\$0.8900	\$8.90
10	lb	999203	Broccoli florets #31608 lb			\$3.5900	\$35.90
10	lb	999208	Carrot coin, bulk #33258			\$1.1900	\$11.90
10	lb	999210	Celery sticks #33808			\$1.7900	\$17.90
15	lb	999240	Jicama sticks, #38158			\$1.9900	\$29.85
						Sales Tax:	\$0.00
						P.O. Total:	\$358.26
Swift Produce	130522	12/9/2010	12/14/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130523	12/9/2010	12/15/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130524	12/9/2010	12/16/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130525	12/9/2010	12/17/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Vendor Total:							\$2,468.84
Gold Star Foods	130468	11/30/2010	11/30/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
12	case	3402	Cherry Frudel, Pillsbury #113000 IW 72/2.29oz.	\$39.8700	\$478.44		
11	cs	3208	Bar, Benefit Banana Chocolate #113235 48/2oz.	\$14.9300	\$164.23		
10	case	59601	Burrito, Chorizo, Egg & Cheese Arizona Gold 54/3.2	\$37.3400	\$373.40		
Sales Tax:							\$0.00
P.O. Total:							\$1,016.07
Gold Star Foods	130469	11/30/2010	11/30/2010	12/17/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	cs	37307	Egg Roll, Breakfast Amy's #1250W 60/2.5oz.	\$22.3100	\$111.55		
8	case	55106	Frn Tst Cinn Glzd SunFrsh#40065 IW 100/3.25oz.	\$45.3500	\$362.80		
5	case	55111	Snrs Stick FE-C38021 Integrated 100/2.35oz.	\$38.1000	\$190.50		
Sales Tax:							\$0.00
P.O. Total:							\$664.85
Gold Star Foods	130470	11/30/2010	11/30/2010	1/7/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
13	cs	3207	Bar, Benefit Apple Cinnamon #113234 48/2oz.	\$14.9300	\$194.09		
7	case	55110	Egg Tac-Go,Sausage&Chse w/Trky SF#40277 IW 96/3.2	\$51.7000	\$361.90		
9	case	54011	Max Sticks, Mozz Gilardi #12600, 86/3.86 oz 2 per	\$39.7000	\$357.30		
Sales Tax:							\$0.00
P.O. Total:							\$913.29
Gold Star Foods	130488	11/30/2010	1/7/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	cs	4316	Sauce, Enchilada Red, La Victoria #201476 6/#1	\$37.5100	\$112.53		
43	case	57002	Hamburger Pat Pierre#03779 Bf&On 135/case	\$22.9500	\$986.85		
14	case	20025	Potato Pearls, Basic American #76468 6/3.5#	\$41.1398	\$575.96		
46	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$35.5200	\$1,633.92		
Sales Tax:							\$0.00
P.O. Total:							\$3,309.26
Gold Star Foods	130489	11/30/2010	1/14/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
26	case	11049	Raisins, Caltropic #202545 144/1.5oz.	\$21.9700	\$571.22		
132	case	30076	French Toast, Sticks Aunt Jemima#43585 180/.88oz.	\$16.4800	\$2,175.36		
55	case	58106	Pork Rib Honey BBQ#03717 Pierre 100/3.2oz/cse	\$29.4700	\$1,620.85		
48	case	58002	Sausage Link #FE-3755 120Ser/cs 2 per serv.	\$24.0600	\$1,154.88		
68	case	56018	Turkey & Gravy #2847 Jennie-O 4/7#/case	\$45.1400	\$3,069.52		
Sales Tax:							\$0.00
P.O. Total:							\$8,591.83
Gold Star Foods	130491	11/30/2010	1/21/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
74	case	57017	CheeseburgTwins Pierre #1151 80/5.5oz/case	\$51.6500	\$3,822.10		
20	cs	56026	Turkey Preckd Grnd #2848 JennieO 4/7#/cs (D)	\$40.4801	\$809.60		
Sales Tax:							\$0.00
P.O. Total:							\$4,631.70
Gold Star Foods	130492	11/30/2010	12/10/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
181	case	38003	Fish Trout Treasures#08893 40/ser ClrSprings	\$16.5500	\$2,995.55		

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Gold Star Foods	130492	11/30/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
71	case	57017	CheeseburgTwins Pierre #1151 80/5.5oz/case	\$51.6500	\$3,667.15	
42	case	55007	Chicken Patty Tyson 03857 141/3.4oz Case	\$37.1600	\$1,560.72	
					Sales Tax:	\$0.00
					P.O. Total:	\$8,223.42
Gold Star Foods	130493	11/30/2010	12/17/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
118	case	59510	Pizza Quesadilla Cheese ConAgra#77387-12531 48/5oz	\$26.1800	\$3,089.24	
40	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$35.5200	\$1,420.80	
50	case	55019	Chicken Nugget, Natural Tyson#15489	\$41.6500	\$2,082.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,592.54
Gold Star Foods	130494	11/30/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80	case	7553	Cookie,Choc Chip, Red. Fat IW, Buena Vista 90/2oz	\$33.7400	\$2,699.20	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,699.20
Gold Star Foods	130498	12/1/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
27	case	30325	Bread Stick Bosco 7 w/mozz #2108 108/cs	\$30.8400	\$832.68	
					Sales Tax:	\$0.00
					P.O. Total:	\$832.68
Gold Star Foods	130504	12/6/2010	1/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case	\$35.1700	\$2,110.20	
30	case	55057	Chicken Pty Hot&Spicy Tyson #5567 144/cs	\$42.5600	\$1,276.80	
10	case	55059	Chicken, Popcorn #02940 Tyson 124/15pc/case	\$44.6000	\$446.00	
10	case	55061	Chicken Fajita#03522, Tyson Bulk-277/2.3	\$72.9800	\$729.80	
10	case	57017	CheeseburgTwins Pierre #1151 80/5.5oz/case	\$51.6500	\$516.50	
10	case	30015	Corn Dog #228 (DonLee)#CN12446WS 40/case	\$15.0600	\$150.60	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,229.90
Gold Star Foods	130511	12/7/2010	12/17/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	3208	Bar, Benefit Banana Chocolate #113235 48/2oz.	\$14.9300	\$29.86	
1	cs	37307	Egg Roll, Breakfast Amy's #1250W 60/2.5oz.	\$22.3100	\$22.31	
1	case	55111	Snrs Stick FE-C38021 Integrated 100/2.35oz.	\$38.1000	\$38.10	
					Sales Tax:	\$0.00
					P.O. Total:	\$90.27
Gold Star Foods	130516	12/7/2010	1/21/2010	1/21/2011		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
17	case	55108	Egg & Chse Wrap SunFrsh#40276 IW 75/3.1oz.	\$37.0300	\$629.51	
8	case	55106	Frn Tst Cinn Glzd SunFrsh#40065 IW 100/3.25oz.	\$45.3500	\$362.80	
10	cs	37307	Egg Roll, Breakfast Amy's #1250W 60/2.5oz.	\$22.3100	\$223.10	
5	case	55111	Snrs Stick FE-C38021 Integrated 100/2.35oz.	\$38.1000	\$190.50	
20	case	59601	Burrito, Chorizo, Egg & Cheese Arizona Gold 54/3.2	\$37.3400	\$746.80	
12	cs	3207	Bar, Benefit Apple Cinnamon #113234 48/2oz.	\$14.9300	\$179.16	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,331.87

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Gold Star Foods	130517	12/7/2010	2/4/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	case	55110	Egg Tac-Go,Sausage&Chse w/Trky SF#40277 IW 96/3.2		\$51.7000	\$310.20
11	case	3402	Cherry Frudel, Pillsbury #113000 IW 72/2.29oz.		\$39.8700	\$438.57
			Sales Tax:			\$0.00
			P.O. Total:			\$748.77
			Vendor Total:			\$45,875.65
P & R Paper Supply Company, Inc.	130475	11/30/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	ROLL	87103	Film 12x12 Vinyl perf sheets Anchor #151212		\$9.8400	\$19.68
			Sales Tax:			\$0.00
			P.O. Total:			\$19.68
P & R Paper Supply Company, Inc.	130512	12/7/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
49	case	82302	Puncture Kit(Sporkette) Nutri-bon 3608P 1M/case		\$11.2500	\$551.25
			Sales Tax:			\$0.00
			P.O. Total:			\$551.25
P & R Paper Supply Company, Inc.	130518	12/8/2010	12/17/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	bundle	81021	Bag brown lunch #6 WPK-6LB 500/bundle		\$7.0500	\$70.50
			Sales Tax:			\$0.00
			P.O. Total:			\$70.50
			Vendor Total:			\$641.43
Coca Cola Refreshments USA, Inc.	130520	12/9/2010	12/9/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Beechwood School		\$37.4700	\$37.47
1	ea	1	Fisler School		\$3.1200	\$3.12
1	ea	1	Ladera Vista Jr. High School		\$100.5500	\$100.55
1	ea	1	Nicolas Jr. High School		\$38.0400	\$38.04
1	ea	1	Parks Jr. High School		\$140.8900	\$140.89
			Sales Tax:			\$0.00
			P.O. Total:			\$320.07
			Vendor Total:			\$320.07
ASR Food Distributors, Inc.	130471	11/30/2010	11/30/2010	12/17/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	cs	59525	Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz		\$29.6900	\$237.52
			Sales Tax:			\$0.00
			P.O. Total:			\$237.52
ASR Food Distributors, Inc.	130472	11/30/2010	11/30/2010	12/17/2010		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	CS	1	MINI PANCAKES, KRUSTEAZ 72/3.1 OZ		\$38.1600	\$1,144.80

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ASR Food Distributors, Inc.	130472	11/30/2010	11/30/2010	12/17/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$1,144.80
ASR Food Distributors, Inc.	130473	11/30/2010	11/30/2010	1/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
16	cs	59526	Roll Cinn RedFat IW #613030W 20thCntry 72/3 oz			\$30.0600	\$480.96
40	case	59033	Pizza Brkfst Sausage #TRC14752 (SSE #78964) 100/cs			\$47.3600	\$1,894.40
						Sales Tax:	\$0.00
						P.O. Total:	\$2,375.36
ASR Food Distributors, Inc.	130474	11/30/2010	11/30/2010	1/14/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
9	case	56106	Muffin Apple Cinn#217130W 20th Cent 60/3oz/cas			\$23.7700	\$213.93
						Sales Tax:	\$0.00
						P.O. Total:	\$213.93
ASR Food Distributors, Inc.	130480	11/30/2010	1/5/2010	1/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
40	cs	7556	Kids Kookie, Eco Snackers IW 160/1.1oz.			\$23.7100	\$948.40
80	cs	56032	Enchilada, RF Chdr Chs Ls Cabos#64145/CM 144/1.9oz			\$49.2000	\$3,936.00
3	case	59501	Cheese mild cheddar shred, LOL #41749 4/5#			\$15.3000	\$45.90
27	case	59517	Cheddar Cheese Cup RF #39927 L-O-L 140/3oz/cs			\$50.8000	\$1,371.60
40	cs	7022	Cracker, Ginger Grahams IW #9410 140/.70 oz.			\$20.6300	\$825.20
30	case	59043	Pizza,Cheese Tony's Galaxy(SSE#78475)Rnd IW 72/5oz			\$55.6600	\$1,669.80
53	case	59045	Pizza,Pepp Tony's Galaxy(SSE#78477)Rnd IW 72/5oz.			\$52.8600	\$2,801.58
						Sales Tax:	\$0.00
						P.O. Total:	\$11,598.48
ASR Food Distributors, Inc.	130481	11/30/2010	1/14/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
70	case	56506	Mac & Cheese Red.Fat, LoL#43284 6/5#bg/case			\$41.2000	\$2,884.00
40	case	56702	Chicken, Mandarin Orange Lings#8-52724-11101-8 25#			\$65.0300	\$2,601.20
						Sales Tax:	\$0.00
						P.O. Total:	\$5,485.20
ASR Food Distributors, Inc.	130482	11/30/2010	1/21/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
62	case	56401	Burrito,Bean & Beef W Wheat Los Cabos#93540CN IW			\$39.7900	\$2,466.98
						Sales Tax:	\$0.00
						P.O. Total:	\$2,466.98
ASR Food Distributors, Inc.	130483	11/30/2010	12/17/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
29	case	56701	Chicken, BBQ Teriyaki Lings #8-52724-11102-5 25#			\$64.9200	\$1,882.68
4	case	59501	Cheese mild cheddar shred, LOL #41749 4/5#			\$15.3000	\$61.20
						Sales Tax:	\$0.00
						P.O. Total:	\$1,943.88
ASR Food Distributors, Inc.	130484	11/30/2010	12/17/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
3	case	59517	Cheddar Cheese Cup RF #39927 L-O-L 140/3oz/cs			\$50.8000	\$152.40
						Sales Tax:	\$0.00
						P.O. Total:	\$152.40

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ASR Food Distributors, Inc.	130510	12/6/2010	12/30/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	case	56109	Muffin Blueberry #207215W 20th Cent 100/1.5oz/cas		\$23.3700	\$373.92
16	case	56108	Muffin,AppleCinn #207115W 20th Cen. 100/1.5oz/cas		\$23.1500	\$370.40
			Sales Tax:			\$0.00
			P.O. Total:			\$744.32
ASR Food Distributors, Inc.	130513	12/7/2010	1/14/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	cs	59526	Roll Cinn RedFat IW #613030W 20thCntry 72/3 oz		\$30.0600	\$721.44
			Sales Tax:			\$0.00
			P.O. Total:			\$721.44
ASR Food Distributors, Inc.	130514	12/7/2010	1/21/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
9	case	56106	Muffin Apple Cinn#217130W 20th Cent 60/3oz/cas		\$23.7700	\$213.93
9	cs	59525	Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz		\$29.6900	\$267.21
			Sales Tax:			\$0.00
			P.O. Total:			\$481.14
ASR Food Distributors, Inc.	130515	12/7/2010	2/4/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	case	59033	Pizza Brkfst Sausage #TRC14752 (SSE #78964) 100/cs		\$47.3600	\$757.76
24	case	30338	Pancakes, mini Krusteaz 72/3.2oz		\$38.1600	\$915.84
			Sales Tax:			\$0.00
			P.O. Total:			\$1,673.60
			Vendor Total:			\$30,383.85
Campus Foods	130485	11/30/2010	1/6/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
13	case	8018	Pretzel,*Mini, Snyder's 400's		\$27.9500	\$363.35
			Sales Tax:			\$0.00
			P.O. Total:			\$363.35
Campus Foods	130486	11/30/2010	1/13/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
32	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J #2209 200's		\$19.7500	\$632.00
38	case	8207	Sunflower Seeds, Dakota Gourmet #1461 150/1oz.		\$19.5000	\$741.00
			Sales Tax:			\$0.00
			P.O. Total:			\$1,373.00
Campus Foods	130487	11/30/2010	12/16/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J #2209 200's		\$19.7500	\$395.00
16	case	4310	Sauce, Tartar Packets, Hollens #6634 200/case		\$4.8900	\$78.24
			Sales Tax:			\$0.00
			P.O. Total:			\$473.24
Campus Foods	130505	12/6/2010	12/16/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	11085	Juice, Orange Langers # 6051 12/16oz./case		\$8.9500	\$89.50
10	case	11077	Juice, Apple Langers # 6050 12/16oz./case		\$8.9500	\$89.50
36	case	3002	Cereal, CinnaToast Red Sugar GenMills 96/case		\$21.8900	\$788.04

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Campus Foods	130505	12/6/2010	12/16/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$967.04
Campus Foods	130507	12/6/2010	1/6/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
24	case	8207	Sunflower Seeds, Dakota Gourmet #1461 150/1oz.		\$19.5000	\$468.00
18	cs	7254	Clodhoppers, Vanilla #0347 150/1.27 oz		\$30.6500	\$551.70
					Sales Tax:	\$0.00
					P.O. Total:	\$1,019.70
Campus Foods	130508	12/6/2010	1/12/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
7	cs	7023	Crackers, Graham Scooby Doo, Keebler #2523 175/1oz		\$42.8400	\$299.88
12	case	3205	Brkfst Bar, Oatml Raisin, Quaker 125/cs		\$23.9500	\$287.40
14	cs	8020	Chex, Cheddar Cheese #2967 60/1.2oz.		\$19.4700	\$272.58
					Sales Tax:	\$0.00
					P.O. Total:	\$859.86
					Vendor Total:	\$6,023.23
U.S. Foodservice, Inc.	130495	11/30/2010	12/15/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
28	case	3120	Pudding, Chocolate, Bulk #202160 6/#10/case		\$27.2500	\$763.00
28	case	8001	Shell Taco 6 #5448592 200/case		\$12.4200	\$347.76
					Sales Tax:	\$0.00
					P.O. Total:	\$1,110.76
U.S. Foodservice, Inc.	130496	11/30/2010	12/8/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	4454	Sugar,Packet 3000pkt		\$13.2500	\$13.25
2	case	4205	Catsup #7330673 Del Monte 6/#10/cs		\$23.7400	\$47.48
					Sales Tax:	\$0.00
					P.O. Total:	\$60.73
U.S. Foodservice, Inc.	130497	12/1/2010	1/14/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
61	cs	4351	Syrup #9178936 100/1.5/cs		\$6.6500	\$405.65
					Sales Tax:	\$0.00
					P.O. Total:	\$405.65
					Vendor Total:	\$1,577.14
Ramco Refrigeration	130526	12/9/2010	12/9/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Estimated Labor		\$200.0000	\$200.00
1	ea	1	Estimate cost of gasket		\$50.0000	\$50.00
					Sales Tax:	\$4.38
					P.O. Total:	\$254.38

Purchase Orders - Detail

12/15/2010 9:25:56 AM

Fullerton School District

Show all data where the Order Date is between 11/30/2010 and 12/13/2010

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Ramco Refrigeration		130527	12/9/2010	12/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Estimated Labor			\$200.0000	\$200.00
1	ea	1	Estimated part (gasket)			\$50.0000	\$50.00
						Sales Tax:	\$4.38
						P.O. Total:	\$254.38
						Vendor Total:	\$508.75

Grand Total \$ 288,911.43

CONSENT ITEM

DATE: January 18, 2011

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 76320 THROUGH 76591 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 76320 through 76591 for the 2010/2011 school year totaling \$787,254.20. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$727,570.39
12 Child Development	7,322.29
14 Deferred Maintenance	34,315.73
21 Building Fund	0
25 Capital Facilities	1,127.12
68 Workers' Compensation	10,792.47
81 Property/Liability Insurance	6,126.20
Total	<u>\$787,254.20</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 76320 through 76591 for the 2010/2011 school year.

GC:SS:gs

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Amanda Colón, Assistant Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7994 THROUGH 8054 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 7994 through 8054 for the 2010/2011 school year. The total amount presented for approval is \$241,631.98.

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 7994 through 8054 for the 2010/2011 school year.

GC:AC:dlh

CONSENT ITEM

DATE: January 18, 2011

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND TRISH NASH FOR SPEECH AND LANGUAGE STAFF DEVELOPMENT WORKSHOP FOR PRESCHOOL TEACHERS ON JANUARY 28, 2011**

Background: The Fullerton School District State Preschool and Fee-Based Preschool Programs serve 434 children. For many children, this is their first experience in a school setting with daily social interactions with peers. Further, many children speak a language other than English. Language and literacy is a primary component of the preschool programs.

Rationale: This workshop will provide teachers with ages and stages of speech development and methods of assessment with strategies to support children's speech and language development in the classroom.

Funding: Cost not to exceed \$300.00 and is to be paid from Child Development budget #310 and #318.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Trish Nash for speech and language staff development workshop for preschool teachers on January 28, 2011.

MLD:MC:ln
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Two hour speech and language staff development workshop, including resource materials for teachers.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **January 28, 2011**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Three Hundred Dollars (\$300.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be

considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind of 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 Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at 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: **Not Applicable**. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within sixty (60) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty (60) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

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

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

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

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

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

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

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or

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

DISTRICT:

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

CONTRACTOR:

Trisha Nash
Address – on file
City, State, Zip – on file
Phone – on file

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 18th DAY of January 2011

Fullerton School District
(Name of District)

Trish Nash
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Trish Nash

Typed Name

Typed Name

Superintendent

Contractor

Title

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: January 18, 2011

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY 2010/2011 ORANGE COUNTY QUALITY IMPROVEMENT SYSTEM (OC QIS) MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND FULLERTON SCHOOL DISTRICT**

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves 203 three to five-year-olds in classes at Commonwealth, Maple, Richman, and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves 144 four and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools. Funding is dependent upon attendance and maintaining a quality program.

Rationale: Orange County Quality Improvement System (OC QIS) is operated by the Orange County Department of Education. The purpose of the program is to provide a ladder of continuous quality improvement to Orange County preschools and early care centers. The Memorandum of Understanding will enable Fullerton School District to participate in the OC QIS program. The program will assist centers meet future California State quality mandates. Centers will be supported with professional development opportunities, coaching, annual site visits, and receiving a quality rating certification.

Funding: Not applicable.

Recommendation: Approve/Ratify 2010/2011 Orange County Quality Improvement System (OC QIS) Memorandum of Understanding between the Orange County Department of Education and Fullerton School District.

MD:MC:ln
Attachment

**Orange County Quality Improvement System (OC QIS)
July 1, 2010 to June 30, 2011**

MEMORANDUM OF UNDERSTANDING

*Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833*

We are pleased that *Fullerton School District* have chosen to participate in the 2010 to 2011 Orange County Quality Improvement System (OC QIS) project developed by the Orange County Department of Education to provide assistance in understanding and advocating for the enhancement of quality early care and education in Orange County.

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Department of Education (OCDE), Services for Early Education & Development (SEED) and *Fullerton School District* and defines the terms of your Agency's participation in the OC QIS project and will become a binding agreement once signed by OCDE/SEED and Agency representatives. The spirit of this MOU is one of partnership and cooperation. It sets forth responsibilities of each party to the MOU.

Failure to meet the Agency responsibilities listed below may result in suspension from all project activities.

The term of this MOU shall commence upon signature of this document by both parties and will conclude upon written notification from either party.

ORANGE COUNTY DEPARTMENT OF EDUCATION RESPONSIBILITIES:

Project Components

- OCDE/SEED will provide innovative practices in early care and education including training and technical assistance at no cost contingent upon funding.
- OCDE/SEED will recruit new Agencies in targeted disadvantaged areas in Orange County for participation in the OC QIS project.
- OCDE/SEED agrees to raise parent and community awareness of Agencies participating in OC QIS through marketing and promotional materials.
- As part of the OC QIS process, OCDE/SEED will refer families to community resources such as dental, vision, hearing, and speech services by utilizing the community resource list, the 211 information and referral service, and the Children and Families Commission of Orange County School Readiness Coordinator Network.
- OCDE/SEED will provide templates of all OC QIS forms and the OC QIS logo to be used on program and marketing materials.
- OCDE/SEED will provide sites with the OC QIS banner to be displayed in the Agency.
- OCDE/SEED will provide a follow-up coaching phone call once all documents are received.
- **Agency Autonomy:** OCDE/SEED supports the right of the Agency to determine and administer its policies, programs, services, and budget, except those provisions voluntarily relinquished with the acceptance of this agreement.

- **Inclusiveness and Diversity:** OCDE/SEED will fully comply with all applicable laws concerning unlawful discrimination. OCDE/SEED will encourage all agencies, as a system, to be inclusive and serve individuals, regardless of their ethnicity and race, religion, ancestry, age, gender, sexual orientation, marital, health, or socio-economic status, physical or mental disability, or geographic location within Orange County. OCDE/SEED agrees to provide resources and referrals for training and technical assistance regarding inclusive and culturally sensitive practices.

Cross-Promotion

- Privacy rules – OCDE/SEED will not release personal information regarding any agency or its employees.
- OCDE/SEED agrees to list Agency name on our OC QIS marketing materials including the website with the opportunity for a hyperlink to Agency’s site.

Notices to OCDE/SEED shall be addressed to:

The Orange County Department of Education

200 Kalmus Drive

Costa Mesa, CA. 92628

Attention Mary Johnson

<mailto:mjohnson@ocde.us> or 714-327-1076

AGENCY RESPONSIBILITIES:

Project Components

- Centers who have been rated under the United Way Star-Quality model agree to continue to meet the required criteria in order to maintain their current star level.
- Agency Director will complete an online Program Profile provided by OCDE/SEED.
- Agency Director or designated representative agrees to attend 3 of the 4 Directors Forums scheduled this year.
- Environmental Rating Scale (ERS) Assessment:
- Agency Director or designated representative will attend (1) ERS training.
- Agency Director or designated representative will train teachers on the ERS instrument within (1) month of receiving training materials.
- Agency Director will support teachers in conducting a complete ERS assessment in their classroom. It is recommended that all teachers conduct the ERS assessment within (2) months of the training.
- Agency Director will support teachers in the completion of a Quality Improvement Plan (QIP) for items scoring less than (5) within one month of the classroom assessment completion.
- Agency Director will review all Quality Improvement Plans.
- Agency Director will submit a copy of each classroom score sheet and the QIPs to OCDE within (1) month of the classroom assessment completion.
- Agency Director will distribute and facilitate the completion of Individual Professional Growth Plans (IPGP) for all staff. Copies of these documents are to be returned to OCDE/SEED.
- Agency Director agrees to keep their center in good standing with Community Care Licensing.

- **Inclusiveness and Diversity** - Agency agrees to fully comply with and support all laws concerning non-discrimination. Nothing in this MOU shall be used to lessen the sectarian nature of the Agency. Similarly, nothing in this MOU shall be used to interfere with Agency's Board or Owner-approved policies and staffing requirements.

Cross-Promotion

- Agency agrees to market and support OCDE/SEED OC QIS trainings by attending and providing information to others who may want to attend.
- Agency will display OC QIS banner in a visible location inside or outside the Agency.
- Agency agrees to assist OCDE/SEED with OC QIS media products, including press releases, marketing materials, photographs, hosting site visits, and any other information relevant to the program.

Notification of Changes to OCDE/SEED

Agency must notify OCDE/SEED within 30 days if there is a change in the Agency's Executive Director (ED), Child Care Center Director, Owner or other changes that significantly impact this MOU. An amended MOU must be signed if there is a change in Agency ED or Owner. Notices to Agency shall be addressed to:

Fullerton School District

1401 W. Valencia Drive

Fullerton, CA 92833

Mitch Hovey Ed.D.

District Superintendent

Agency agrees to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and permits that now or may in the future become applicable to Agency, Agency's operations, equipment and personnel engaged in the operations covered by this MOU or accruing out of the performance of such operations.

Agency acknowledges and agrees that OCDE/SEED will retain sole copyright ownership of all educational curriculum and professional development materials developed for the OC QIS project.

In the interest of public health, OCDE provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted by the Orange County Superintendent of Schools on behalf of OCDE, pursuant to Superintendent's Policy 400.7 adopted on June 18, 1996. Failure to abide with conditions of this policy could result in termination of this MOU.

OCDE/SEED and Agency agree to defend, indemnify, and hold each other, and their respective officers, employees, and agents harmless from any claims, demands or liabilities of any kind or nature, including but not limited to personal injury and property damage arising from or related to this MOU, except for OCDE's or Agency's negligent performance pursuant to this MOU.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, concerning the subject matter herein.

This MOU shall become effective upon execution by Agency.

This MOU may be modified, in writing, by mutual consent of the parties.

This MOU may be terminated by either party before the term expires by giving thirty (30) days written notice by either party.

This MOU may be renewed for additional one year terms by mutual written consent of the parties.

This MOU is provided in duplicate. Please sign the original and copy and return to:

Cathy Wietstock, Administrator
Orange County Department of Education
Instructional Services Division – Early Childhood Education
200 Kalmus Drive
Costa Mesa, CA. 92628
714-327-8195
cwietstock@ocde.us

DATE: January 18, 2011

BY: _____
Mitch Hovey, Ed.D., District Superintendent

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORTS

Background: The Classified Personnel Reports reflect changes in employee status and were approved by the Personnel Commission at its meetings on December 13, 2010 and January 10, 2011.

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

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

Recommendation: Approve/Ratify Classified Personnel Reports.

KC:ph
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 12/13/2010
PRESENTED TO THE BOARD OF TRUSTEES: 1/18/2011

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID3247		6 days unpaid suspension	11/30/10	50	8.00		
William	Dugan	Grounds Equip. Opr.	Add 3% stipend for increased responsibilities	08/01/10	53	8.00	547	B22/6
Eleanor	Johnson	Clerical Asst. I/sub	Add substitute classification	12/06/10	99		999	B17/1
Donna	Hatton	Bus Driver	Change last name from Jensen	11/08/10	56	29.5/wk		
Erika	Gomez	Social Service Asst.	Change last name from Rodriguez	12/01/10	60	8.00		
Elda	Muto	Playground Sup./sub	Change to substitute status	11/02/10	18		100	B11/1
Sonia	Badal	Playground Sup.	Decrease hours from 1.75 to 1.5/day	12/06/10	17	1.50	100	B11/1
Norma	Canizales	Playground Sup.	Decrease hours from 1.75 to 1.5/day	12/06/10	17	1.50	100	B11/1
Maria	Miranda	Playground Sup.	Decrease hours from 1.75 to 1.5/day	12/06/10	17	1.50	100	B11/1
Maria	Gonzalez	Bus Driver	Employ Thanksgiving break	11/22/10	56		566	B21/6
Karen	Kingston	Bus Driver	Employ Thanksgiving break	11/22/10	56		566	B21/6
Gilbert	Artiaga	Custodian I	Employ winter break	12/28/10	53	3.75	542	B17/1
Patricia	Cruz	Instr. Asst./BB	Extra summer work	08/23/10	22	3.50	302	B14/6
Cynthia	DeLuna	Instr. Asst./SE I	Extra summer work	08/27/10	15	4.00	97	B14/6
Scott	Specht	Gardener	FMLA (6 days)	11/15/10	53	8.00	547	B19/6
Jiang-Shin	Cheuk	Account Clerk II	Hire probationary status	11/19/10	50	3.75	530	B24/1
Aleda	Sato	Account Clerk II	Hire probationary status	11/15/10	50	8.00	530	B24/1
Judy	Drews	Bus Driver	Hire probationary status	11/01/10	56	25.2/wk	565	B21/1
Mika	Cross-Sepulveda	Clerical Asst. II	Hire probationary status	11/15/10	23	3.00	304	B19/1
Marcia K.	Morrow	Clerical Asst. II	Hire probationary status	12/01/10	10	2.00	403	B19/1
Brandon	Blaikie	Instr. Asst./Rec.	Hire probationary status	11/03/10	60	19.5/wk	85	B11/1
Erika	Lopez	Instr. Asst./Rec.	Hire probationary status	11/03/10	60	19.5/wk	85	B11/1
Amanda	Wood	Instr. Asst./Rec.	Hire probationary status	11/29/10	60	17.5/wk	85	B11/1
Vanessa	Chang	Instr. Asst./SE II B	Hire probationary status	11/29/10	12	5.00	125	B14/1
Susan	Pettinicchio	Instr. Asst./SE II B	Hire probationary status	11/15/10	12	6.00	243	B14/3
Shawn	Whitmer	Instr. Asst./SE II B	Hire probationary status	11/08/10	15	6.00	248	B14/1
Karen	Rein	Occupational Therapist	Hire probationary status	12/01/10	54	8.00	241	M14/1
Erika	Rosca	Playground Sup.	Hire regular status	11/05/10	16	9.5/wk	100	B11/1
Elvira	Saldivar	Playground Sup.	Hire regular status	11/05/10	16	9.5/wk	100	B11/1
Kristina	Cashin	Clerical Asst. II/sub	Hire substitute status	12/06/10	99		999	B19/1
Genevieve	Momot	Instr. Asst./Rec.	Hire substitute status	11/18/10	60		999	B11/1
Alejandrina	De Gomez	Instr. Asst./SE I	Hire substitute status	11/29/10	99		999	B11/1
Nicole	Simmons	Instr. Asst./SE/sub	Hire substitute status	11/17/10	99		999	cald
Jessica	Trujillo	Playground Sup./sub	Hire substitute status	11/29/10	28		100	B11/1
Phyllis	Morgan	Playground Sup.	Increase hours from 1.75 to 3.0/day	12/06/10	17	3.00	100	B11/1
Elissa	Sanchez	Instr. Asst./Rec.	Increase hours from 12.0/wk to 19.5/wk	08/30/10	26	19.5/wk	97	B11/6
Alberta	Viramontes	Instr. Asst./SE I	Increase hours from 3.0 to 3.5/day	11/29/10	21	3.50	122	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 12/13/2010
PRESENTED TO THE BOARD OF TRUSTEES: 1/18/2011

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Michael	Stenner	Bus Driver/Delegated BTW	Increase months from 9.65 to 12 month/year	07/01/10	56	8.00	565/566	B21/6
Suwen	Su	Director, Business Services	Longevity increase	11/01/10	50	8.00		M26/3
Ashley	Gross	Instr. Asst./SE II B	Reinstatement	11/15/10	15	6.00	241	B14/5
Melissa	Wozniuk	Instr. Asst./SE I	Remove leave of absence	11/15/10	16	3.00	241	B14/6
Alberto	Barragan	Bus Driver	Resignation	12/08/10	56	26.4/wk	565/566	B21/5
Frederick	Oh	Instr. Asst./Rec.	Resignation	12/17/10	60	19.75/wk		B11/3
Katherine	Weber	Instr. Asst./SE I	Resignation	01/03/11	15	3.50	241	B14/5
Theresa	Garrison	Food Service Asst. I/sub	Separation - no longer available	11/19/10	90		606	B08/1
Debra	Martinez	Food Service Asst. I/sub	Separation - no longer available	11/19/10	90		606	B08/1
Luz	Revuelta	Instr. Asst./BB/LT	Separation - no longer available	11/10/10	28	4.00	302	B14/1
Teresa	Teti	Playgroud Sup./sub	Separation - no longer available	11/30/10	25		100	B11/1
Maria	Teven	Playground Sup./sub	Separation - no longer available	11/29/10	10		100	B11/1
Uriel	Perez	Custodian I	Service retirement	12/18/10	25	8.00	542	B17/6
Sherrie	Williamson	Ed. Media Asst.	Step raise	12/01/10	30	10.0/wk		B19/6
Maria	Serna	Executive Secretary	Step raise	12/01/10	57	8.00	526	M08/3
Gumercindo	Martinez	Gardener	Step raise	12/01/10	53	8.00		B19/5
Jennie	Garcia	Instr. Asst./BB	Step raise	12/01/10	60	19.75/wk		B14/6
Sara	Calderon	Instr. Asst./Rec.	Step raise	12/01/10	60	19.5/wk		B11/4
Joseph	Enerson	Instr. Asst./Rec.	Step raise	12/01/10	60	19.5/wk		B11/6
Rene	Garcia	Instr. Asst./Rec.	Step raise	12/01/10	60	19.75/wk		B11/5
Sandra	Latin	Instr. Asst./Rec.	Step raise	12/01/10	11	17.0/wk		B11/2
Miriam	Maya-Futch	Instr. Asst./Rec.	Step raise	12/01/10	16	3.50		B11/4
Edith	Mendoza	Instr. Asst./Rec.	Step raise	12/01/10	60	19.75/wk		B11/5
Aron	Roberts	Instr. Asst./Rec.	Step raise	12/01/10	28	16.0/wk		B11/4
Juliana	Baez	Instr. Asst./SE I	Step raise	12/01/10	26	6.00		B14/5
Jeanne	Maisenbach	School Office Mgr.	Step raise	12/01/10	18	8.00		B25/6
Feliciano	Hernandez	Transporter	Step raise	12/01/10	90	8.00		B20/6
Hugo	Romo	Custodian I	Temporary additional hours 11/10-11/24/10	11/22/10	53	3.75	542	B17/6
Hugo	Romo	Custodian I	Temporary additional hours 12/10-12/31/10	12/20/10	53	3.75	542	B17/6
Sara	Calderon	Instr. Asst./Rec.	Temporary increase of hours 1/3-3/11/11	01/03/11	60	8.00	85	B11/4
Carrie	Allers	Playground Sup.	Transfer from Parks to Valencia Park	11/16/10	28	6.0/wk	100	B11/1
Kathleen	Fitzsimmons	Instr. Asst./SE II B	Transfer from Student Support Svc. To Comm	08/30/10	12	6.00		B14/1
Kristine	Sterris	After School Site Lead	Working out of classification 12/13/10-3/11/11	12/13/10	60	8.00	85	B18/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 1/10/2011
PRESENTED TO THE BOARD OF TRUSTEES: 1/18/2011

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID 2316		10 days unpaid suspension	12/16/10	26	8.00		B19/6
Darci	Spindler	Playground Sup./sub	Change to substitute status	01/03/11	23		100	B11/1
Robert	Urenda	Bus Driver	Employ winter break for training	12/20/10	56		566/565	B21/1
Sylvia	Lopez	Clerical Asst. I /LT	Hire limited term at Maple through 4/21/11	10/21/10	19	2.00		B17/1
Sylvia	Lopez	Clerical Asst. I /LT	Hire limited term at Raymond through 4/21/11	10/21/10	24	2.00		B17/1
Edgar	Espinoza	Instr. Asst./Rec.	Hire probationary status	01/03/11	20	18.0/wk	329	B11/1
Donna	Vargas	Reprographics Tech.	Hire probationary status	01/03/11	50	3.50	519	B20/1
Lori	Elorriaga	Playground Sup./sub	Hire substitute status	12/10/10	10		100	B11/1
Syeda	Hussain	Playground Sup./sub	Hire substitute status	01/06/11	30		100	B11/1
Mary	Pacheco	Instr. Asst./SE II A	Related class transfer - IA/SE I, add 6% Med	01/03/11	25	5.00	242	B14/6
Rosie	Mooney	Instr. Asst./SE I	Related class transfer - IA/SE II A remove 6%	12/17/10	25	6.00		B14/6
Renee	Pinon	Instr. Asst./Rec.	Resignation on probation	12/31/10	30	12.0/wk		B11/1
Nha	Ly	Instr. Asst./Rec.	Resignation on probation/hire sub status	01/28/11	60	19.5/wk	85	B11/1
Wibol	Soch	Instr. Asst./Rec.	Resignation on probation/hire sub status	01/28/11	60	19.5/wk	85	B11/1
Nicole	Simmons	Instr. Asst./SE/sub	Separation - no longer available	01/05/11	99		999	B11/1
Lisa	Elliott	Playground Sup./sub	Separation - no longer available	01/03/11	13		100	B11/1
William	Frey	Reprographics Tech./sub	Separation - position no longer needed	12/16/10	50		519	B20/1
Angeli	Shahbaz	Account Clerk II	Step raise	01/01/11	50	8.00	530	B24/5
Kevin	Johnson	Computer Tech. II	Step raise	01/01/11	59	8.00	309	B32/5
Omar	Ramos	Custodian I	Step raise	01/01/11	12	8.00	403	B17/6
Guillermo	Melendez	HVAC Tech.	Step raise	01/01/11	53	5.00	533	B32/2
Kang-Ju	Choi	Instr. Asst./BBK	Step raise	01/01/11	22	3.75	224	B14/6
Jennifer	Martinez	Instr. Asst./Rec.	Step raise	01/01/11	60	18.0/wk	329	B11/4
Dennise	Sanchez	Instr. Asst./Rec.	Step raise	01/01/11	21	18.0/wk	212	B11/2
Mariela	Valladares	Instr. Asst./Reg.	Step raise	01/01/11	22	17.5/wk	318	B11/4
Janine	Dellario	Instr. Asst./SE II B	Step raise	01/01/11	26	3.80	248	B14/5
Cynthia	Garcia	Instr. Asst./SE II B	Step raise	01/01/11	12	6.00	121	B14/4
Joy	Metz	Personnel Tech. II	Step raise	01/01/11	51/58	8.00	521/522	B28/2
Patricia	Behlings	Technical Support Spec. III	Step raise	01/01/11	59	8.00	409	B30/6
Employee	ID 3916	Instr. Asst./SE I	Termination	12/13/10	20	3.00		B14/1
Employee	ID 627	Instr. Asst./SE I	Termination	12/15/10	21	3.50	241	B14/6
Employee	ID 4663	Playground Sup.	Termination	12/16/10	21	2.3/wk	100	B11/1
Dominic	Wragg	Instr. Asst./Rec.	Transfer from ASP: Nicolas to Ladera Vista	01/03/11	60	19.5/wk	329	B11/5
Fredd	Corrales	Instr. Asst./Rec.	Unpaid leave of absence 1/14-5/22/11	01/14/11	60	19.5/wk		B11/4
Amanda	Colon	Director of Food Services	Working out of classification	11/02/10	90	8.00	606	M18/1

CONSENT ITEM

DATE: January 18, 2011

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 1069 FOR THE 2010/2011 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1069 for the 2010/2011 school year totaling \$800.51. Warrants are issued by school districts as payment for goods and services.

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

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

Recommendation: Approve/Ratify warrant number 1069 for the 2010/2011 school year (District 40, Van Daele).

GC:SS:gs

CONSENT ITEM

DATE: January 18, 2011
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 1107 FOR THE 2010/2011 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1107 for the 2010/2011 school year totaling \$1,017.81. Warrants are issued by school districts as payment for goods and services.

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

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

Recommendation: Approve/Ratify warrant number 1107 for the 2010/2011 school year (District 48, Amerige Heights).

GC:SS:gs

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE SPEECH/LANGUAGE PATHOLOGY INTERNSHIP AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CERRITOS COMMUNITY COLLEGE TO COMMENCE JANUARY 19, 2011

Background: Cerritos Community College 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.

Cerritos Community College is committed to providing quality educators to the community. The College wishes to partner with Fullerton School District with placements of Speech/Language Pathology Assistant interns to continue their contribution to the educational community.

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 Speech/Language Pathology internship agreement between Fullerton School District and Cerritos Community College to commence January 19, 2011.

MLD:nm
Attachment

AGREEMENT

THIS AGREEMENT made and entered into this 19th day of January 2011, by and between the CERRITOS COMMUNITY COLLEGE DISTRICT, 11110 East Alondra Boulevard, City of Norwalk, County of Los Angeles, State of California, hereinafter called the COLLEGE, and Fullerton School District, 1401 W. Valencia Drive, Fullerton, California, hereinafter referred to as the DISTRICT.

WITNESSETH

WHEREAS, the COLLEGE and the DISTRICT both acknowledge a public obligation to contribute to community education, and

WHEREAS, the DISTRICT has available facilities to provide certain educational experiences and clinical practice,

NOW THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of mutual benefits to be derived there from, the parties hereto agree as follows:

I. RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

- A. Students of the COLLEGE will observe the policies and regulations of the DISTRICT, and will comply with established standards relating to the clientele served by the DISTRICT.
- B. The COLLEGE shall be responsible for the planning and implementation of the educational programs.
- C. The COLLEGE is responsible for implementing and maintaining all students' records in conjunction with the educational experience at the DISTRICT.
- D. The COLLEGE shall specify appropriate student and faculty dress.
- E. The COLLEGE shall provide and be responsible for educational materials not specifically provided by the DISTRICT.
- F. COLLEGE instructional staff shall meet regularly with designated persons at the DISTRICT for the purpose of interpreting, discussing, and evaluating the instructional program.
- G. Students under this Agreement are not employees of the COLLEGE or the DISTRICT.
- H. COLLEGE instructional staff and students are covered by Workmen's Compensation provided by the COLLEGE. The DISTRICT shall have no obligation to provide any Worker's Compensation benefits for the faculty or students. The DISTRICT may provide emergency service only to student-related injury or illness sustained as a result of the training program. The COLLEGE shall provide liability insurance coverage for COLLEGE students receiving experience, as is provided for its employees.

II. **RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

- A. The DISTRICT shall permit the instructional staff and students of the COLLEGE to utilize the facilities as agreed to in the plan for instruction, agreed to by the DISTRICT and COLLEGE.
- B. The DISTRICT shall provide regular staff for service to clientele where students are obtaining experience. Service rendered by the student under supervision during the experience is to be considered part of the planned learning experience.
- C. The DISTRICT shall designate a person to serve as coordinator and liaison between the DISTRICT and the instructional staff of the COLLEGE.
- D. The DISTRICT shall provide the following physical facilities for the students of the COLLEGE:
 - (1) Reasonable use of parking areas to the DISTRICT.
 - (2) Locker and dressing rooms as needed.
 - (3) Conference/classrooms for regular scheduled meetings.
 - (4) Clientele charts, Kardex, etc.
 - (5) Procedure books, policy manuals.
 - (6) Standard reference books and dictionaries.
 - (7) Supplies and equipment, as used for client care, for the purpose of demonstration and practice.
 - (8) Use of the DISTRICT library.

The DISTRICT shall permit its paraprofessional employees to participate in the educational program as resource persons and experts, providing such participation does not interfere with assigned duties.

COLLEGE shall hold DISTRICT, its officers, agents, and employees free and harmless from any claim or demand made and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any damage to property, including DISTRICT's property, or death or injury to persons arising out of the COLLEGE's use of said DISTRICT and resulting from the negligent or willful misconduct of the COLLEGE, its officers, employees, or agents. DISTRICT shall hold COLLEGE, its officers, agents, and employees free and harmless 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 damage to property, including the COLLEGE's property, or death or injury to persons arising out of the COLLEGE's use of said DISTRICT and resulting from the negligent or willful misconduct of DISTRICT, its officers, employees, or agents, or from any dangerous or defective condition of the DISTRICT or premises.

THIS AGREEMENT may be modified or revised at any time by mutual consent, and shall be reviewed annually.

THIS AGREEMENT may be terminated by either party at the end of a semester, by giving 30 days' notice, in writing, to the other party, such termination not to affect students currently assigned to the DISTRICT for experience.

THIS AGREEMENT shall be effective on the 19th day of January 2011, and shall be continuous from this date, except as provided in the two immediately preceding paragraphs.

IN WITNESS WHEREOF, the COLLEGE and the DISTRICT have caused this AGREEMENT to be executed by their duly authorized officers, the day and year first written above.

FULLERTON SCHOOL DISTRICT

**CERRITOS COMMUNITY COLLEGE
DISTRICT**

SIGNATURE

SIGNATURE

Mitch Hovey, Ed.D., Superintendent
PRINTED NAME/TITLE

PRINTED NAME/TITLE

1401 W. Valencia Drive
Fullerton, CA 92833
ADDRESS

11110 E. Alondra Boulevard
Norwalk, California 90650
ADDRESS

(714) 447-7450
TELEPHONE

(562) 860-2451
TELEPHONE

DATE

DATE

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE STUDENT TEACHING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WHITTIER COLLEGE TO COMMENCE JANUARY 18, 2011 THROUGH JUNE 30, 2012

Background: Whittier College 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 Master Teacher a rate of \$125.00 per each student supervised. The amount will be paid directly to the teacher.

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 Student Teaching Agreement between Fullerton School District and Whittier College to commence January 18, 2011 through June 30, 2012.

MLD:nm
Attachment



Whittier College

STUDENT TEACHING AGREEMENT

This agreement is made and entered into this 18th day of January, 2011 by and between Whittier College, hereinafter called "the College" and the Fullerton School District, hereinafter called "the District."

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any District is authorized to enter into agreements with a State college, the University of California or any other university or college to provide teaching experience through practice teaching to students enrolled in teacher training curriculum of such institutions; and

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

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. A. The District shall provide teaching experience through student teaching in schools and classes of the District during the period, January 18, 2011 through June 30, 2012, hereafter referred to as the "School Year" for not to exceed the number of students of the College possessing a valid Certificate of Clearance and assigned by the College to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the College through their duly authorized representatives may agree upon.
 - B. The District may refuse to accept for student teaching any student of the College assigned to student teaching in the District; and upon request of the District, the College shall terminate the assignment of any student of the College to student teaching in the District.
 - C. "Student Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of the District holding valid diplomas or credentials, 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 student teaching is provided. The classroom teacher will be referred to hereinafter as a "Master Teacher."
2. A. The College will pay the Master Teacher directly for services required to be performed by the Master Teacher under this agreement at the rate of \$125.00 per each student teacher assigned for the School Year. The amount will be paid directly to the teacher.
 - B. "Semester of student teaching" as used herein and elsewhere in this agreement equals a minimum of four (4) hours of student teaching five (5) days each week for the fifteen-week period. The number of student teachers assigned to the District shall not be more than the number agreed to by the district.


- C. The number of units of student teaching to be provided for each student of the college assigned to student teaching under this agreement shall be determined by the college.
- 3. A. An assignment of a student to the College to student teaching in schools or classes of the District shall be, at the discretion of the College, either for approximately eight (8) weeks or for approximately seven (7) weeks, or for a total of fifteen (15) weeks, but a student may be given more than one assignment by the College to student teaching in such schools or classes.
- B. In the event the assignment of a student of the College to student teaching is terminated by the College for any reason, except when termination is requested by the District without reasonable cause, the Master Teacher shall receive payment on account of such student as though there had been no termination of the assignment.
- 4. Students assigned by the College to student teaching in schools or classes of the District shall not be covered by the Worker's Compensation insurance policy provided by the district.

IN WITNESS WHEREOF, Whittier College and the Governing Board of Fullerton School District have caused this agreement to be signed by authorized representatives in their behalf the day and year first above written.

Honorarium to Master Teacher: The College shall pay cooperating teachers directly.

Whittier College
Institution

Fullerton School District
District


James Dunkelman, Authorizing Signature

Authorizing Signature

Vice President for Finance and Administration

Title

Title

1/10/11
Date

Date

WHITTIER COLLEGE
HOLD HARMLESS AND INDEMNICATION AGREEMENT

I, Whittier College, agree to defend, indemnify and hold harmless Fullerton School District, its Board of Trustees, officers, agents, and employees individually and collectively from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's activity as described:

Any and all student teaching related activities.

James Dunkelman
Printed Name

Vice President of Finance & Administration
Title

Signature

Date

CONSENT ITEM

DATE: January 18, 2011

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

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

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

SUBJECT: **APPROVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE BOYS & GIRLS CLUB OF FULLERTON FOR USE OF THE NICOLAS FAMILY CENTER FROM JANUARY 19, 2011 THROUGH MAY 19, 2012**

Background: The Boys & Girls Club of Fullerton's main building is scheduled for demolition to make room for the new Community Center, which will include new offices for the club. The club needs temporary administrative offices during the construction period. Staff anticipates being displaced for a minimum period of sixteen months.

The Boys & Girls Club of Fullerton would like to use the non-student relocatable building at Nicolas Jr. High School according to the terms and conditions of the attached agreement at no cost to the District.

Rationale: The non-student relocatable building located at Nicolas Jr. High is available for use and meets the administrative needs of the Boys & Girls Club of Fullerton. The District has a long-standing partnership with the club in providing services to the children of Fullerton. This agreement further supports the collaborative work between the District and the Boys & Girls Club of Fullerton.

Funding: Not applicable.

Recommendation: Approve agreement between the Fullerton School District and the Boys & Girls Club of Fullerton for use of the Nicolas Family Center from January 19, 2011 through May 19, 2012.

GC:LL:mm
Attachment

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is entered into on January 19, 2011 (the “Effective Date”), by and between the FULLERTON SCHOOL DISTRICT, a public school district duly organized and existing under the laws of the State of California (“Licensor”) and the BOYS & GIRLS CLUB OF FULLERTON (“Licensee”). Licensor and Licensee are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. WHEREAS, Licensor is the owner of a relocatable building situated on Licensor’s real property located at 1100 W. Olive Avenue, in the City Fullerton, in Orange County, California aka Nicolas Junior High School;

B. WHEREAS, Licensee has provided services benefiting both the students and community of the City of Fullerton;

C. WHEREAS, Licensor and Licensee have had a long term relationship that has benefited the Licensor’s students;

D. WHEREAS, Licensee has requested usage of the relocatable building to house its administration offices;

E. WHEREAS, Licensor, as a public school district, is concerned with safeguarding its ability to operate and run its public facilities and sites in accordance with prudent public agency practices; and

F. WHEREAS, Licensor and Licensee desire to enter into this Agreement, upon the Effective Date, pursuant to which Licensee shall use the relocatable building at Nicolas Junior High School;

NOW, THEREFORE, the Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

AGREEMENT

1. Recitals. All recitals set forth above are incorporated herein by reference.

2. License for Use of Relocatable Building. Subject to the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee use of Licensor’s 24’ x 40’ 960 square foot relocatable building located at Nicolas Junior High School, 1100 W. Olive Avenue, in the City of Fullerton, Orange County, California (“School Site”), for the purpose of operating and maintaining, at Licensee’s sole cost and expense, Licensee’s administration offices. Such license to use includes a right of way for access

thereto and egress therefrom to the nearest public right of way, Olive Avenue. The relocatable building includes a restroom. The relocatable building is not an approved Division of State Architect (DSA) relocatable building and shall be licensed for usage “as is”.

3. Permitted Uses. The relocatable building shall be used only as administration offices for Licensee and Licensee shall not allow any students/children into the relocatable building. Licensee may not construct, erect or install any improvements on the School Site without obtaining Licensor’s prior written approval. Such approval, if given, will be subject to Licensee obtaining any permits or other written approvals from the City of Fullerton or other public agencies, as applicable, and any other required consents as specified by the Licensor. Licensee shall be provided five (5) keys for the relocatable building and agrees to safeguard said keys. The replacement of a lost key and/or the necessity to rekey the relocatable building due to a lost key shall be at Licensee’s sole cost and expense. Licensee shall be responsible for the safe keeping of all security alarm codes for the relocatable building and shall be responsible for the proper usage of the security alarm system in the relocatable building.

4. Term. The initial term of this Agreement (the “Initial Term”) shall be for sixteen (16) months, commencing on the Effective Date (the “License Commencement Date”), unless sooner terminated pursuant to the terms of this Agreement. Licensee shall have the right to request an extension of this Agreement for successive one-year terms (each a “Renewal Term”) on the same terms and conditions as set forth herein. This Agreement may be renewed for each successive Renewal Term upon mutual written agreement of the Parties prior to the expiration of the Initial Term or any Renewal Term. If Licensee shall remain in possession of the relocatable building at the expiration of the Initial Term or any Renewal Term without a written agreement, such occupation shall be deemed month-to-month under the same terms and conditions set forth in this Agreement.

5. Access to School Site. Licensor permits Licensee and its employees vehicular and pedestrian ingress to and egress from the School Site, provided that such access by Licensee shall not interfere with Licensor’s school programs and/or activities. Licensee shall have access to ten (10) parking spaces in the parking lot at the School Site.

6. License Use Fee. Licensee shall pay Licensor a license use fee of One Dollar and No Cents (\$1.00) per year (the “License Use Fee”) payable in advance, on the Effective Date (January 19, 2011) and each anniversary date thereafter.

7. Conditions to Use.

7.1 Personal Property of Licensee. It is expressly understood and agreed that any furniture, equipment, materials or supplies owned by Licensee and placed in the relocatable building shall be and remain the personal property of Licensee.

7.2 Removal of Licensee's Personal Property. Upon termination of this Agreement, Licensee shall, within thirty (30) days, remove its personal property from the relocatable building and shall, at Licensee's sole cost and expense, restore the relocatable building to the condition existing on January 19, 2011 reasonable wear and tear and casualty not caused by Licensee excepted.

7.3 Appearance and Maintenance of Relocatable Building. Licensee, at Licensee's sole cost and expense, at all times during the term of this Agreement, agrees to keep and maintain, or cause to be kept and maintained, the relocatable building in a good state of appearance and repair. Licensee shall be responsible for all routine maintenance, repair and custodial services required for the relocatable building.

7.4 Utilities. Licensee shall pay Licensor a monthly utility fee of Three Hundred Twenty Dollars and No Cents (\$320.00) at the beginning of each month to cover the cost of all utilities (electric, gas, water and sewer) with the exception of telephone and internet services which shall be billed separately to Licensee by the servicing utility. Such monthly utility fee shall be adjusted by Licensor depending on the rate charged by the servicing utility provider.

7.5 Taxes. The Licensee shall be liable for any and all increases in taxes which may be levied or assessed upon the School Site which are directly attributable to the usage by Licensee of the relocatable building. Reimbursement of any such tax shall be due to Licensor thirty (30) days following Licensee's receipt of a written request from Licensor and reasonable evidence of the amount for which Licensee is responsible. Licensor shall provide to Licensee any and all documentation associated with the assessment.

8. Insurance.

8.1 Commercial General Liability and Property Damage. Licensee agrees to maintain in full force and effect a suitable policy or policies of commercial general liability and property damage insurance throughout the duration of this Agreement. Such insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) combined single limit, Five Million Dollars (\$5,000,000) aggregate, coverage for bodily injury and property damage.

8.2 Automobile Liability. Licensee agrees to maintain in full force and effect with regard to any vehicles which Licensee brings onto the School Site a suitable policy or policies of automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000) per accident throughout the duration of this Agreement.

8.3 Workers Compensation. Licensee shall also maintain in full force and effect throughout the term of this Agreement Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of

not less than One Million Dollars (\$1,000,000) per employee and statutory limits per occurrence.

8.4 Notice; Additional Insureds. All insurance required under this Agreement shall be issued as a primary policy and any insurance carried by the Licensor shall be excess and non-contributory with such primary insurance and shall state that not less than thirty (30) days written notice from the insurance company or broker shall be provided to both Parties hereto before cancellation or modification. Licensor, its Governing Board, officers, employees and agents shall be designated and named as additional insureds.

8.5 Certificate of Insurance. Concurrently with the execution of this Agreement, Licensee will provide Licensor with a certificate(s) verifying all insurance and the terms described in Sections 8.1 through 8.4.

9. Indemnification.

9.1 Licensee Indemnification. Licensee shall indemnify Licensor, its Governing Board, officers, employees, representatives, agents and invitees against and will hold and save each of them harmless from any and all actions, claims, damages, penalties, obligations or liabilities (collectively, the "Losses") that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization to the extent arising out of or caused by Licensee's negligent activities on the School Site, and any other Licensee use of the School Site, pursuant to this Agreement, except to the extent the Losses are caused by the negligence or willful misconduct of Licensor.

(i) Actions Filed. Licensee shall defend any action or actions filed in connection with any Losses for which Licensee is obligated to indemnify Licensor including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Licensee shall promptly pay any judgment rendered against Licensee or Licensor covering such Losses for which Licensee is obligated to indemnify Licensor.

(iii) Costs and Expenses; Attorney's Fees. In the event Licensor is made a party to any action or proceeding filed or prosecuted against Licensee for Losses for which Licensee is obligated to indemnify Licensor, Licensee agrees to pay Licensor any and all reasonable costs and expenses incurred by Licensor in such action or proceeding together with reasonable attorneys' fees.

9.2 Licensor Indemnification. Licensor shall indemnify Licensee, its officers, employees, representatives, and agents against and will hold and save each of them harmless from any and all actions, claims, damages, penalties, obligations or liabilities (collectively, the "Losses") that may be asserted or claimed by any person,

firm, association, entity, corporation, political subdivision, or other organization to the extent arising out of or caused by Licensor's negligent activities on the School Site pursuant to this Agreement, except to the extent the Losses are caused by the negligence or willful misconduct of Licensee.

(i) Actions Filed. Licensor shall defend any action or actions filed in connection with any Losses for which Licensor is obligated to indemnify Licensee including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Licensor shall promptly pay any judgment rendered against Licensee covering such Losses for which Licensor is obligated to indemnify Licensee.

(iii) Costs and Expenses; Attorney's Fees. In the event Licensee is made a party to any action or proceeding filed or prosecuted against Licensor for Losses for which Licensor is obligated to indemnify Licensee, Licensor agrees to pay Licensee any and all reasonable costs and expenses incurred by Licensee in such action or proceeding together with reasonable attorneys' fees.

The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

10. Interference. Licensee's activities on the School Site shall in no way interfere, hinder, disrupt or impede any educational/school program or activities at the School Site.

11. Termination. Licensor and Licensee have the right to terminate this Agreement in their sole discretion at any time, provided the terminating Party gives at least sixty (60) days prior written notice to the nonterminating Party specifying the desired date of termination.

12. Environmental Matters.

12.1 Representations and Warranties. Licensee agrees that it shall not generate, use, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the relocatable building or the School Site in violation of any Environmental Law (as defined below).

12.2 Hazardous Materials. The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, contaminant, pollutant, gas or material, which are now or may become regulated under any federal, state or local statute, code, rule, regulation, order, ordinance or other law now or hereafter amended or enacted.

12.3 Environmental Law. The term "Environmental Law" means all applicable federal, state and local environmental health and safety statutes, ordinances,

codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning, or in connection with, Hazardous Materials.

13. Assignment / Subletting. Licensee may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity. Any assignment or sublease made by Licensee shall be null and void.

14. Fingerprinting. Licensee hereby agrees that all of Licensee's employees, agents, contractors and subcontractors, who enter onto the School Site for any reason or at any time subscribed herein, shall submit or have submitted their fingerprints, without exception, as prescribed by Education Code section 45125.1. Licensee hereby unequivocally agrees that said fingerprinting is justly required by Licensor, in Licensor's discretion, pursuant to Education Code section 45125.1, and Licensee hereby waives any right, if any, to challenge the imposition by Licensor of said fingerprinting requirement. Licensee shall sign a certification that all of Licensee's employees, agents, contractors and subcontractors who enter onto the School Site for any reason or at any time have been fingerprinted and have passed a criminal record check by the Department of Justice.

15. Legal Interpretation. The Parties expressly understand and agree that this Agreement constitutes a license for use of a relocatable building located on the School Site including a non-exclusive license for any associated ingress and egress to the School Site, and is neither intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California.

16. Attorneys' Fees and Costs. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall be responsible for their own attorneys' fees and costs.

17. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements, memorandums, leases, or agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

18. Notice. Any notice, request, information or other document to be given hereunder to any Party by any other Party shall be in writing and shall be deemed given if served upon personal delivery, if sent by certified mail, return receipt requested, on the third business day, addressed as follows:

If to Licensor: Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attention: Larry Lara, Dir. of Maint., Operations & Facilities
Telephone# (714) 447-7440 Fax # (714) 447-7525
E-Mail larry_lara@fsd.k12.ca.us

If to Licensee: Boys and Girls Club of Fullerton
1100 W. Olive Avenue
Fullerton, CA 92833
Attention: Fred Johnson, Chief Professional Officer
Telephone# (714) 871-1391 Fax # (714) 871-2438
E-Mail Fjohnson@boysgirlsfullerton.com

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice of such change of address or persons to the other Party in the manner provided for giving notice. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. Survival. The provisions of the Agreement which requires performance subsequent to the termination or expiration of this Agreement or relates to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

20. Miscellaneous.

20.1 If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any question(s) of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Agreement will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act of omission of either Party. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

20.2 The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have entered into this License Agreement as of the day set forth above.

LICENSOR:

FULLERTON SCHOOL DISTRICT

By: _____

Name: Mitch Hovey, Ed.D.

Its: Superintendent

Date: _____

LICENSEE:

BOYS AND GIRLS CLUB OF FULLERTON

By: _____

Name: Fred Johnson

Its: Chief Professional Officer

Date: _____

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Laura Rydell, Director, Student Support Services
SUBJECT: **APPROVE INTERAGENCY AGREEMENT BETWEEN SOLIANT HEALTH AND THE FULLERTON SCHOOL DISTRICT FOR SPEECH LANGUAGE PATHOLOGY SERVICES BEGINNING FEBRUARY 1, 2011 THROUGH JUNE 16, 2011**

Background: The District does not have substitutes available for Speech Language Specialists. There are three therapists going on leave second semester and these positions need to be filled on a temporary basis.

Rationale: The District will contract with a new nonpublic agency to provide speech/language services to students while staff is on leave. This agency has been recommended by another district in the Special Education Local Plan Areas (SELPA).

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

Funding: The Special Education budget (#155) will pay the nonpublic agency costs for the substitute therapist(s).

Recommendation: Approve Interagency Agreement between Soliant Health and the Fullerton School District for Speech Language Pathology Services beginning February 1, 2011 through June 16, 2011.

JM:LSR:vr

CONSENT ITEM

DATE: January 18, 2011

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 NUMBERED 10/11-B019 THROUGH 10/11-B027 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 10/11-B019 through 10/11-B027 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:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$1,601,261 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>
8011	Revenue Limit State Aid – Current Year	\$3,699,650
8021	Homeowners’ Exemption	-113
8041	Secured Rolls Tax	831,110
8042	Unsecured Rolls Tax	29,559
8043	Prior Years’ Tax	-553,219
8044	Supplemental Tax	-31,346
8045	Education Revenue Augmentation Fund	-624,950
8047	Community Redevelopment Funds	168,922
8091	Revenue Limit Transfers	-90,273
8092	PERS Reduction Transfer	-9,114
8290	All Other Federal Revenue	-40,000
8560	State Lottery Revenue	20,661
8590	All Other State Revenue	123,589
8660	Interest	-9,900
8699	All Other Local Revenue	28,298
8792	Transfers of Apportionments from County Offices	-8,989
8912	Between General Fund and Special Reserve Fund	-1,380,000
8919	Other Authorized Interfund Transfers In	-500,000
8980	Contributions from Unrestricted Revenues	-51,444
8990	Contributions from Restricted Revenues	-1,180
	Total:	\$1,601,261

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$117,609
2000	Classified Salaries	-72,632
3000	Employee Benefits	-33,441
4000	Books and Supplies	248,919
5000	Services & Other Operating Expenses	-19,518
7000	Other Outgo	52,701
9770	Designated for Economic Uncertainties	1,542,841
	Total:	\$1,601,261

Explanation: This Resolution reflects a majority of the budget adjustments in the First Interim Financial report presented at the December 14, 2010 Board Meeting. Increases to revenue include State Aid Revenue Limit, current year state taxes, the final Special Education settlement, ASB and PTA reimbursements, and adjustments to state programs such as the PE Teacher Incentive Program (PETIP), GATE, and 2009/10 School Safety Violence Prevention program. Also included are reductions to prior year state taxes, Medi-Cal Administrative Activities (MAA), as well as adjustments to project overall expenditures in the Unrestricted General Fund. This resolution also includes reductions to contributions from the Child Development Fund (Fund 12), the Deferred Maintenance Fund (Fund 14), the Special Reserve Non-Capital Fund (Fund 17), the Special Reserve Fund for Post Employment Benefits (Fund 20), and the Special Reserve for Capital Outlay Projects (Fund 40).

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 Board of Trustees of the Fullerton School District has determined that income in the amount of \$185,018 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
CATEGORICAL

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8091	Special Education Revenue Limit Transfers	\$90,273
8181	Special Education – Entitlement per UDC	337,751
8290	All Other Federal Revenue	-400,308
8311	Other State Apportionments – Current Year	47,811
8560	State Lottery Revenue	11,047
8590	All Other State Revenue	-85,652
8699	All Other Local Revenue	291,889
8792	Transfers of Apportionments from County Offices	-160,417
8980	Contributions from Unrestricted Revenues	51,444
8990	Contributions from Restricted Revenues	1,180
	Total:	\$185,018

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$537
2000	Classified Salaries	363,355
3000	Employee Benefits	100,947
4000	Books and Supplies	-178,306
5000	Services & Other Operating Expenses	84,825
7000	Other Outgo	-31,488
9770	Designated for Economic Uncertainties	-154,852
	Total:	\$185,018

Explanation: This Resolution reflects a majority of the budget adjustments in the First Interim Financial report presented at the December 14, 2010 Board Meeting. Increases to revenue include Special Education, Economic Impact Aid (EIA) and donations to All the Arts and school site programs. This Resolution also includes reductions to the 2010/11 LEA Medi-Cal reimbursement program, the Teacher Quality grant and the English Language Acquisition Program (ELAP). It also includes additional 2009/10 carryover to the American Recovery and Reinvestment Act (ARRA), and adjustments to project estimated expenditures in the categorical budgets.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$2,000
3000	Employee Benefits	7,582
4000	Books and Supplies	17,498
5000	Services & Other Operating Expenses	-1,380
7000	Other Outgo	-100,700
9780	Other Designations	75,000
	Total:	<u>\$ 0</u>

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

Explanation: This Resolution reflects a reduction to an interfund transfer to the General Fund as well as adjustments to project estimated expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

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

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$5,000
5000	Services & Other Operating Expenses	-5,000
7000	Other Outgo	-400,000
9780	Other Designations	400,000
	Total:	\$ 0

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

Explanation: This Resolution reflects a reduction to an interfund transfer to the General Fund for the Deferred Maintenance allowance as well as adjustments to project estimated expenditures in the Deferred Maintenance Fund.

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

Date: _____

By: _____

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

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

SPECIAL RESERVE NON-CAPITAL FUND 17

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
7000	Other Outgo	-\$500,000
9780	Other Designations	500,000
	Total:	\$ 0

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

Explanation: This Resolution reflects a reduction to an interfund transfer to the General Fund for Mandated Cost reimbursements in the Special Reserve Non-Capital Fund.

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

Date: _____

By: _____

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

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

SPECIAL RESERVES FOR POST EMPLOYMENT BENEFITS FUND 20

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
7000	Other Outgo	-\$580,000
9780	Other Designations	580,000
	Total:	\$ 0

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

Explanation: This Resolution reflects a reduction to an interfund transfer to the General Fund in the Post Employment Benefits 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 Board of Trustees of the Fullerton School District has determined that income in the amount of \$319,000 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:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8979	All Other Financing Sources	\$319,000
	Total:	\$319,000

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
6000	Capital Outlay	\$348,754
9780	Other Designations	-29,754
	Total:	\$319,000

Explanation: This Resolution reflects an increase to revenue and expenditures for the 2010/11 GASB 34 disclosure entries for Laptop and adjustments to project estimated 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 Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$25,845
6000	Capital Outlay	25,845
	Total:	\$ 0

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

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

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

Date: _____

By: _____

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

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

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
7000	Other Outgo	-\$300,000
9780	Other Designations	300,000
	Total	\$ 0

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

Explanation: This Resolution reflects a reduction to an interfund transfer to the General Fund in the Special Reserve for Capital Outlay Projects Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: January 18, 2011
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RICH THOME FOR TWO BOARD/SUPERINTENDENT WORKSHOPS TO BE CONDUCTED BY JUNE 30, 2011**

Background: The primary responsibilities of the Board of Trustees are to help set direction for the District, provide structure by establishing policies, ensure accountability, and provide community leadership on behalf of the District and public education. The Board and Superintendent work together as a “governance team.” This team assumes collective responsibility for building unity and creating a positive organizational culture in order to govern effectively.

Rationale: Individual Trustees bring unique skills, values, and beliefs to their Board. In order to govern effectively, individual Trustees must work with each other and the Superintendent to ensure that a high quality education is provided to each student. Mr. Rich Thome has facilitated Board/Superintendent Workshops in past years at which time Communication Protocols, the District Mission Statement, and Superintendent Goals and Objectives were established. The Board of Trustees and Superintendent, as a governance team, would like to continue to promote a positive, ongoing working relationship, especially with the installation of new Board members in December 2010.

Funding: Not to exceed \$2,200.00 from Budget #525 – Board of Trustees.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Rich Thome for two Board/Superintendent workshops to be conducted by June 30, 2011.

MH:KI
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Rich Thome**, address and phone **ON FILE**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Facilitate two Board/Superintendent Workshops conducted by June 30, 2011.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **January 18, 2011**, and will diligently perform as required and complete performance by **June 30, 2011**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two Thousand and Two Hundred Dollars (\$2,200.00)**.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **upon completion of first workshop and upon completion of the second workshop.**

CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: **NOT APPLICABLE**.

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

6. Materials. CONTRACTOR shall furnish, at 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: **One Hundred Twenty Dollars (\$120.00) for photocopying costs**. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission.

DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within sixty (60) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty (60) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing Board, officers, employees

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of **One Million Dollars (\$1,000,000) per occurrence** combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to

this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

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

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

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

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

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

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

prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

Rich Thome
Address – ON FILE
City, State, Zip – ON FILE
Phone – ON FILE

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

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

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

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

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 2 (OCTOBER 1, 2010 – DECEMBER 31, 2010)

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

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2010 – December 31, 2010).

MLD:nm
 Attachment

2010-2011 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District: Fullerton School District

Person completing this form: Nina Mota

Title: Administrative Secretary

- Quarter #1 July 1 to September 30, 2010 **Report due by October 29, 2010**
- Quarter #2 October 1 to December 31, 2010 **Report due by January 31, 2011**
- Quarter #3 January 1 to March 31, 2011 **Report due by April 29, 2011**
- Quarter #4 April 1 to June 30, 2011 **Report due by July 29, 2011**

Date for information to be reported publicly at governing board meeting: January 18, 2011

Please check the box that applies:

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

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

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

Signature of Superintendent: _____

Date: 01/19/11

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

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE SUBMISSION OF THE 2010/2011 CONSOLIDATED APPLICATION, PART II TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) FOR FUNDING CATEGORICAL PROGRAMS**

Background: Part II of the Consolidated Application outlines the consolidated programs and entitlements for federal and State categorical programs. Programs include Title I, Part A Basic Grant; Title II, Part A Teacher Quality and Staff Development; Title III, Part A Limited English Proficient (LEP); Title III, Part A Immigrant; and Economic Impact Aid (EIA).

Federal entitlements include: \$1,744,586 for Title I, Part A Basic Grant; \$565,388 for Title II, Part A Teacher Quality and Staff Development; \$442,716 for Title III, Part A LEP; \$58,800 for Title III, Part A Immigrant; State entitlements include: \$2,201,942 for EIA.

The Consolidated Application includes funding entitlements and expenditure reports within the No Child Left Behind legislation, as well as set-asides to support legislation in the areas of school improvement, staff development, transportation/choice programs, supplemental services, and support for homeless students.

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

Rationale: The Fullerton School District is required to submit the Consolidated Application, Part II on an annual basis to accept both federal and State categorical funds.

Funding: Not applicable.

Recommendation: Approve submission of the 2010/2011 Consolidated Application, Part II to the California Department of Education (CDE) for funding Categorical Programs.

JM:SA:lc

CONSENT ITEM

DATE: January 18, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH CATAPULT LEARNING WEST, LLC, TO PROVIDE TUTORING SERVICES FOR ANNUNCIATION CATHOLIC SCHOOL FROM JANUARY 19, 2011 THROUGH JUNE 10, 2011**

Background: The No Child Left Behind (NCLB) Act of 2001, under Title IX, Part E, Subpart 1 includes programs that require Local Educational Agencies to provide equitable services to non-profit private school students, teachers, other educational personnel, and parents. The Fullerton School District annually consults with school officials representing all the private schools located within its boundaries that choose to participate in federal programs to design and develop programs that meet the needs of the private school. Annunciation Catholic School participates in Title I Part A: Improving the Academic Achievement of the Disadvantaged and Title III: Language Instruction for Limited-English Proficient Students (LEP) programs. Fullerton School District maintains control of the program funds as well as title to all materials, equipment, and property purchased with federal funds.

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

Rationale: The NCLB law requires districts to allocate equitable services to private schools. Catapult Learning West, LLC, will provide group tutoring services before, during, or after school to Title I Part A eligible students and Title III LEP eligible students who attend Annunciation Catholic School. Section 9501(a)(4) of NCLB requires that expenditures for services to private school students, teachers, other educational personnel, and parents be equal to the expenditures for the public school program, taking into account the number and educational needs of the children to be served.

Funding: Cost not to exceed \$2,672.00 to be paid from District Title I Part A (#212) and \$2,280.00 to be paid from Title III (#224) budgets.

Recommendation: Approve Independent Contractor Agreement with Catapult Learning West, LLC, to provide tutoring services for Annunciation Catholic School from January 19, 2011 through June 10, 2011.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Catapult Learning West, LLC, Two Aquarium Drive, Suite 100, Camden, NJ 08103, (856) 831-7909** hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Before, during, or after school tutoring for private school students identified for services in Title I Part A and Title III under No Child Left Behind. CONTRACTOR will provide group tutoring at Annunciation Catholic School to include program set-up, program management, program evaluation, quality controls, and progress reporting as well as parent involvement and professional development, if applicable. CONTRACTOR will provide a list of Annunciation Catholic School students who will receive services to DISTRICT Director of Educational Services by February 28, 2011 to include student name, address, gender, grade level, and race/ethnicity. CONTRACTOR will provide pre and post testing assessment results by June 16, 2011 to the DISTRICT Director of Educational Services.

2. Term. CONTRACTOR shall commence providing services under this

AGREEMENT on **January 19, 2011** and will diligently perform as required and complete performance by **June 10, 2011**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed: **Title I Part A program may not exceed a total of two thousand, six hundred seventy-two dollars (\$2,672.00)**. **Total tutoring compensation for the Title III LEP program may not exceed a total of two thousand, two hundred eighty dollars (\$2,280.00)**.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide small group tutoring on a weekly basis to identified Title I students who reside within a Fullerton School District Title I school attendance boundary for 2.75 hours per week. CONTRACTOR will provide small group tutoring on a weekly basis for 2.25 hours per week to identified Title III students and/or teacher professional development in the area of English language acquisition.**

CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract. **CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 24, 2011. The monthly invoice must provide a total dollar amount breakdown by each Title program and include instructional hours and students served.**

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind of 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 Worker's Compensation. CONTRACTOR assumes

the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at 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**. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be

deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within sixty (60) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty (60) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages

referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

13. Compliance with Applicable Laws. The service completed herein must meet approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's

business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

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

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

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

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

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

notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
(856) 831-7909

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 18th DAY of January 2011

Fullerton School District
(Name of District)

Catapult Learning West, LLC
(Contractor Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.

Kathleen Donovan

Typed Name

Typed Name

Superintendent

Chief Financial Officer

Title

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: January 18, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gigi Kelley, Program Specialist, Educational Services

SUBJECT: **APPROVE/RATIFY 2010/2011 SUBCONTRACT AGREEMENT BETWEEN THE BUENA PARK SCHOOL DISTRICT AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State, and in addition to establishing an Independent Contractor Agreement with California State University, Fullerton, is then responsible to establish a Subcontract Agreement with each district in the consortium that includes Buena Park and La Habra City School Districts. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Subcontract Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by the Buena Park School District for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$4,100.00 to be paid from the BTSA Program budget (#355).

Recommendation: Approve/Ratify 2010/2011 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:GK:nm
Attachment

SUBCONTRACT AGREEMENT

Dated July 1, 2010 for identification purposes only, between Fullerton School District (hereinafter DISTRICT), a public school district in Fullerton, California, and Buena Park School District (hereinafter BPSD), a public school district in Buena Park, California.

WHEREAS DISTRICT has executed a grant agreement with the California State Department of Education and the Commission on Teacher Credentialing (hereinafter STATE), for the purpose of providing support and assessment to beginning teachers and

WHEREAS the STATE has approved the assignment of parts of the contracted duties to BPSD.

Now therefore the parties agree as follows:

1. Scope of Work

In general, BPSD shall be responsible for implementation of the portion of grant work assigned to BPSD as described in the "Beginning Teacher Support and Assessment" proposal, dated July 1, 2010, submitted by the DISTRICT to STATE.

2. Term and Termination

This Agreement is effective July 1, 2010 and terminates June 30, 2011, subject to extension by DISTRICT, BPSD and/or STATE.

Either party may terminate this agreement by thirty days written notice to the other party.

If for any reason the agreement between DISTRICT and STATE is terminated or is modified, DISTRICT shall have the right to terminate this subcontract on thirty days written notice to BPSD.

Upon termination of this agreement, DISTRICT agrees to compensate BPSD for all non-cancelable expenses reasonably incurred by BPSD in the performance of its work under this Agreement by the date of termination, and BPSD agrees to provide written reports through the date of termination as provided in Section 9.

3. Compensation

In consideration of the work to be done by BPSD according to Section 1, DISTRICT shall pay BPSD for expenditures allocated as agreed upon in the grant proposal budget or subsequently agreed upon budget revisions. Any changes to the grant proposal budgeted total will require advance written notice between the parties.

Upon the signing of this contract by both parties, BPSD shall invoice DISTRICT for costs incurred beginning July 1, 2010 not to exceed \$4,100.00, in accordance with the grant beginning date, including fringe benefits and indirect costs, and extending for the entire grant period. Final invoices for the grant period are due to DISTRICT by June 30, 2011. BPSD will submit an itemized invoice to DISTRICT. This invoice and any further invoices submitted by

BPSD shall include an original signature by an authorized official, the time period covered, an identifying reference to this subcontract and to the grant agreement between DISTRICT and STATE.

The DISTRICT may at its own option return invoices to BPSD for correction and resubmission prior to payment.

DISTRICT agrees to pay all invoices within thirty (30) days.

Invoices under this Agreement shall be sent to:

Gigi Kelley
BTSA/Induction
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

4. Status as Subcontract

This Agreement is a subcontract under a grant agreement that has been executed between DISTRICT and STATE. Said grant agreement is renewal of Grant Agreement Number 3474 and is for a project called "BTSA", in response to STATE's issuance of an RFP for projects on Beginning Teacher Support and Assessment.

Both parties acknowledge that the terms and conditions of the agreement between STATE and DISTRICT will govern the relations between DISTRICT and BPSD under this Agreement. BPSD acknowledges that it has received and read those terms and conditions as expressed in the draft supplied by the STATE to DISTRICT.

BPSD further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and BPSD.

5. Principals

DISTRICT and BPSD designate the following persons to conduct the work under this Agreement:

For DISTRICT

Technical Contact:

Gary Cardinale, Ed.D.
Assistant Superintendent of Business Services
Fullerton School District

Administrative Contact:

Mitch Hovey, Ed.D.
Superintendent
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

For BPSD

Technical Contact:

Barbara Kobylarz
Director of Fiscal Services
Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620

Administrative Contact:

Greg Magnuson
Superintendent
Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620

DISTRICT and BPSD shall not replace the above as the principals under this Agreement without the express written permission of the other party.

6. Modification or Waiver

No part of this agreement shall be modified without the express written agreement of both parties. The waiver by one party of any breach of any term or condition of this Agreement shall not be construed as a waiver of any similar or other breach of term or condition of this Agreement. Nor shall said waiver be construed as a continuing waiver of the original breach.

All reallocations among line items in the budget made by DISTRICT or BPSD shall be communicated to one another. Any reallocations over 15% per line item total shall require the advanced permission of DISTRICT, BPSD, and STATE.

7. Independent Contractor

In carrying out its duties under this agreement, BPSD is acting as an independent contractor. None of the personnel of BPSD shall be considered as employees or agents of DISTRICT.

8. Hold Harmless

BPSD shall defend, indemnify and hold DISTRICT, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury are caused by or

result from the negligent or intentional acts or omissions of BPSD, its employees or agents. DISTRICT shall defend, indemnify and hold BPSD, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees or claims for injury are caused by or result from the negligent or intentional acts of omissions of DISTRICT, its employees or agents.

9. Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its own employees, agents, directors, and officers while acting within the scope of their employment in the performance of work under this Agreement.

Each party warrants that it has adequate Worker's Compensation insurance and comprehensive general liability insurance for its own employees, officers, and agents.

10. Reporting

BPSD acknowledges that STATE holds DISTRICT accountable for certain reports on the progress of the project. Under DISTRICT's grant agreement with STATE, BPSD agrees to provide DISTRICT with information about its own activities on a schedule that will permit DISTRICT to fulfill those reporting requirements as specified by the STATE. Final report from BPSD to DISTRICT is due on June 30, 2011. Final report is due to STATE from DISTRICT on July 30, 2011.

11. Rights in Information

BPSD's Technical Contacts (see #5) have a right to publish subject to advance consultation with DISTRICT.

12. Use of Names

In all publications, videotapes, manuals, or other educational materials prepared by BPSD and DISTRICT under this Agreement:

- (a) Each shall acknowledge the financial support of State funds in all publications, videotapes, manuals, or other educational material.
- (b) Attribution of authorship shall be subject to good-faith negotiations between DISTRICT and BPSD.

13. Retention of Records

DISTRICT and BPSD agree to maintain and preserve, until three years after termination of agreement with the STATE, and to permit each other or STATE or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this grant agreement.

14. Applicable Law

This Agreement and any disputes concerning it shall be interpreted under the laws of the State of California.

15. Assignment

No part of this Agreement may be assigned by either party without the prior written consent of the other party.

16. Consortium Participation

BPSD agrees to appoint a certificated staff member as a liaison to the North Orange County BTSA Consortium for the purpose of coordinating district specific duties as outlined in the state approved plan.

The Assistant Superintendent of Educational Services of BPSD and/or liaison agree to attend all specific duties as outlined in the state approved plan.

17. Change in Funding

BPSD further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and BPSD.

AGREED:

For DISTRICT:

For BPSD:

Mitch Hovey, Ed.D.
Superintendent

Greg Magnuson
Superintendent

Date

Date

CONSENT ITEM

DATE: January 18, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gigi Kelley, Program Specialist, Educational Services

SUBJECT: **APPROVE/RATIFY 2010/2011 SUBCONTRACT AGREEMENT BETWEEN THE LA HABRA CITY SCHOOL DISTRICT AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State, and in addition to establishing an Independent Contractor Agreement with California State University, Fullerton, is then responsible to establish a Subcontract Agreement with each district in the consortium that includes Buena Park and La Habra City School Districts. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Subcontract Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by the La Habra City School District for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$12,300.00 to be paid from BTSA Program budget (#355).

Recommendation: Approve/Ratify 2010/2011 Subcontract Agreement between the La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:GK:nm
Attachment

SUBCONTRACT AGREEMENT

Dated July 1, 2010 for identification purposes only, between Fullerton School District (hereinafter DISTRICT), a public school district in Fullerton, California, and La Habra City School District (hereinafter LHCS D), a public school district in La Habra, California.

WHEREAS DISTRICT has executed a grant agreement with the California State Department of Education and the Commission on Teacher Credentialing (hereinafter STATE), for the purpose of providing support and assessment to beginning teachers and

WHEREAS the STATE has approved the assignment of parts of the contracted duties to LHCS D.

Now therefore the parties agree as follows:

1. Scope of Work

In general, LHCS D shall be responsible for implementation of the portion of grant work assigned to LHCS D as described in the "Beginning Teacher Support and Assessment" proposal, dated July 1, 2010, submitted by the DISTRICT to STATE.

2. Term and Termination

This Agreement is effective July 1, 2010 and terminates June 30, 2011, subject to extension by DISTRICT, LHCS D and/or STATE.

Either party may terminate this agreement by thirty days written notice to the other party.

If for any reason the agreement between DISTRICT and STATE is terminated or is modified, DISTRICT shall have the right to terminate this subcontract on thirty days written notice to LHCS D.

Upon termination of this agreement, DISTRICT agrees to compensate LHCS D for all non-cancelable expenses reasonably incurred by LHCS D in the performance of its work under this Agreement by the date of termination, and LHCS D agrees to provide written reports through the date of termination as provided in Section 9.

3. Compensation

In consideration of the work to be done by LHCS D according to Section 1, DISTRICT shall pay LHCS D for expenditures allocated as agreed upon in the grant proposal budget or subsequently agreed upon budget revisions. Any changes to the grant proposal budgeted total will require advance written notice between the parties.

Upon the signing of this contract by both parties, LHCS D shall invoice DISTRICT for costs incurred beginning July 1, 2010 not to exceed \$12,300.00, in accordance with the grant beginning date, including fringe benefits and indirect costs, and extending for the entire grant

period. Final invoices for the grant period are due to DISTRICT by June 30, 2011. LHCS D will submit an itemized invoice to DISTRICT. This invoice and any further invoices submitted by LHCS D shall include an original signature by an authorized official, the time period covered, an identifying reference to this subcontract and to the grant agreement between DISTRICT and STATE.

The DISTRICT may at its own option return invoices to LHCS D for correction and resubmission prior to payment.

DISTRICT agrees to pay all invoices within thirty (30) days.

Invoices under this Agreement shall be sent to:

Gigi Kelley
BTSA/Induction
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

4. Status as Subcontract

This Agreement is a subcontract under a grant agreement that has been executed between DISTRICT and STATE. Said grant agreement is renewal of Grant Agreement Number 3474 and is for a project called "BTSA", in response to STATE's issuance of an RFP for projects on Beginning Teacher Support and Assessment.

Both parties acknowledge that the terms and conditions of the agreement between STATE and DISTRICT will govern the relations between DISTRICT and LHCS D under this Agreement. LHCS D acknowledges that it has received and read those terms and conditions as expressed in the draft supplied by the STATE to DISTRICT.

LHCS D further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and LHCS D.

5. Principals

DISTRICT and LHCS D designate the following persons to conduct the work under this Agreement:

For DISTRICT

Technical Contact:

Gary Cardinale, Ed.D.
Assistant Superintendent of Business Services
Fullerton School District

Administrative Contact:

Mitch Hovey, Ed.D.
Superintendent
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

For LHCS D

Technical Contact:

Karen Kinney
Director of Fiscal Services
La Habra City School District

Administrative Contact:

Susan Belenardo, Ed.D.
Superintendent
La Habra City School District
500 N. Walnut Street
La Habra, CA 90631

DISTRICT and LHCS D shall not replace the above as the principals under this Agreement without the express written permission of the other party.

6. Modification or Waiver

No part of this agreement shall be modified without the express written agreement of both parties. The waiver by one party of any breach of any term or condition of this Agreement shall not be construed as a waiver of any similar or other breach of term or condition of this Agreement. Nor shall said waiver be construed as a continuing waiver of the original breach.

All reallocations among line items in the budget made by DISTRICT or LHCS D shall be communicated to one another. Any reallocations over 15% per line item total shall require the advanced permission of DISTRICT, LHCS D, and STATE.

7. Independent Contractor

In carrying out its duties under this agreement, LHCS D is acting as an independent contractor. None of the personnel of LHCS D shall be considered as employees or agents of DISTRICT.

8. Hold Harmless

LHCS D shall defend, indemnify and hold DISTRICT, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury are caused by or

result from the negligent or intentional acts or omissions of LHCS D, its employees or agents. DISTRICT shall defend, indemnify and hold LHCS D, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees or claims for injury are caused by or result from the negligent or intentional acts of omissions of DISTRICT, its employees or agents.

9. Liability

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its own employees, agents, directors, and officers while acting within the scope of their employment in the performance of work under this Agreement.

Each party warrants that it has adequate Worker's Compensation insurance and comprehensive general liability insurance for its own employees, officers, and agents.

10. Reporting

LHCS D acknowledges that STATE holds DISTRICT accountable for certain reports on the progress of the project. Under DISTRICT's grant agreement with STATE, LHCS D agrees to provide DISTRICT with information about its own activities on a schedule that will permit DISTRICT to fulfill those reporting requirements as specified by the STATE. Final report from LHCS D to DISTRICT is due on June 30, 2011. Final report is due to STATE from DISTRICT on July 31, 2011.

11. Rights in Information

LHCS D's Technical Contacts (see #5) have a right to publish subject to advance consultation with DISTRICT.

12. Use of Names

In all publications, videotapes, manuals, or other educational materials prepared by LHCS D and DISTRICT under this Agreement:

- (a) Each shall acknowledge the financial support of State funds in all publications, videotapes, manuals, or other educational material.
- (b) Attribution of authorship shall be subject to good-faith negotiations between DISTRICT and LHCS D.

13. Retention of Records

DISTRICT and LHCS D agree to maintain and preserve, until three years after termination of agreement with the STATE, and to permit each other or STATE or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this grant agreement.

14. Applicable Law

This Agreement and any disputes concerning it shall be interpreted under the laws of the State of California.

15. Assignment

No part of this Agreement may be assigned by either party without the prior written consent of the other party.

16. Change in Funding

LHCSD further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and LHCSD.

AGREED:

For DISTRICT:

For LHCSD:

Mitch Hovey, Ed.D.
Superintendent

Susan Belenardo, Ed.D.
Superintendent

Date

Date

CONSENT ITEM

DATE: January 18, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JEREMY BATES OF REVOLUTION SPEAK TO PROVIDE STUDENT DEVELOPMENT TRAINING FOR THE BOYS' AND GIRLS' CONFERENCES AT NICOLAS JUNIOR HIGH SCHOOL ON FEBRUARY 12 AND 19, 2011**

Background: Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence. Each year 60 boys and 60 girls are invited to attend separate conferences.

Last year, the Boys' and Girls' Conferences were a huge success. The attendance at both conferences was 98-100%. The young boys and girls that participated in the conferences were inspired by the presentations given by Mr. Bates. The students were given the opportunity to realize and reinforce personal strengths to offset harmful peer pressure.

Rationale: Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.

Funding: Cost not to exceed \$2,600.00 to be paid from Nicolas Title I funds (#212).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on February 12 and 19, 2011.

JM:MB:nm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", **Jeremy Bates (Owner), Revolution Speak, www.revolutionspeak.com, address on file**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence.

Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 12 and February 19, 2011, for a total of 8 hours (4 hours each conference)**, will diligently perform as required and complete performance by **February 19, 2011**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two thousand six hundred Dollars (\$2,600.00)**.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

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

6. Materials. CONTRACTOR shall furnish, at 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**. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within sixty (60) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty (60) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by

DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million

Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Jeremy Bates
Revolution Speak
address on file

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 18th DAY of January 2011

Fullerton School District
(Name of District)

Jeremy Bates, Revolution Speak
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Jeremy Bates

Typed Name

Typed Name

Superintendent

Owner

Title

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: January 18, 2011

TO: Board of Trustees

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

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

SUBJECT: APPROVE AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND BLACKBOARD CONNECT, INC. FOR THE BLACKBOARD CONNECT FOR TEACHERS SERVICE FOR NICOLAS JUNIOR HIGH SCHOOL EFFECTIVE FEBRUARY 1, 2011 TO JUNE 30, 2012

Background: In June 2009, the Board of Trustees approved a new three-year contract with Blackboard Connect Inc. (aka *Connect-ED*) effective July 1, 2009 through June 30, 2012.

Due to the parent inquiries at Nicolas' Parent Institute for Quality Education and teacher inquiries about best practices for communicating with parents, Nicolas Junior High School has investigated purchasing the Blackboard Connect for Teachers Service, which will enable teachers to send pre-recorded telephone messages to parents of students. There are over 500 pre-recorded messages in English and more than 200 languages. Use of this service by Nicolas Junior High School would allow staff members the opportunity to reach out and connect quickly to parents and students with reminders about upcoming assignments and tests, as well as the ability to send positive comments and news. Principal Dr. Mathew Barnett believes that this service will strengthen the connection between teachers and parents as they continue to partner with the parent community in the education of all students.

Rationale: The *Connect-ED* parent notification system has provided web-based automated contacts with parents concerning student absences. It has also allowed messages to be sent to remind parents of important dates, changes in schedules, and most importantly, information about emergency situations. The Blackboard Connect for Teachers Service will extend the connection between the Nicolas Junior High School staff and parents.

Funding: \$271.25 – 50% from Nicolas Budget number 0130220101 – 4310 and 50% from 0121220101 – 4310 for 2010/2011 and \$658.75 – 50% from Nicolas Budget number 0130220101 – 4310 and 50% from 0121220101 – 4310 for 2011/2012.

Recommendation: Approve Amendment No. 2 to Services Agreement between the Fullerton School District and Blackboard Connect, Inc. for the Blackboard Connect for Teachers Service for Nicolas Junior High School effective February 1, 2011 to June 30, 2012.

MH:MB:KI
Attachment



AMENDMENT No. 2 to SERVICES AGREEMENT

This Amendment Agreement ("Amendment No. 2"), is made to the Services Agreement ("Agreement"), dated May 15, 2009 ("Effective Date") by and between Blackboard Connect Inc., a Delaware corporation formerly known as The NTI Group, Inc. ("Blackboard Connect"), and Fullerton School District ("Customer"). The Customer and Blackboard Connect may hereinafter be collectively referred to as the "Parties" or individually, as the "Party".

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the Parties, on this date, December 9, 2010 ("Amendment No. 2 Date"), Blackboard Connect and the Customer agree to modify the Agreement in the manner specified below.

- 1. A new Section 10 is added to the end of the Agreement to read as follow:

The Blackboard Connect For Teachers Service. The Customer for the sole and exclusive use by Nicolas Junior High School may use the Blackboard Connect for Teachers service pursuant to this Section for the period February 1, 2011 to June 30, 2012 ("Teacher Initial Term"). Blackboard Connect for Teachers will enable teachers to send pre-recorded telephone comments to parents of students in a designated language. Blackboard Connect will provide support to a designated administrator ("Teacher Champion") at the Customer institution.

a. Notifications.

- i. For the period February 1, 2011 to June 30, 2011 of the Teacher Initial Term, Customer will pay \$271.25 (i.e., \$0.35 x 775 students) for 1,600 Blackboard Connect for Teachers notifications ("Maximum Notification"). For the period July 1, 2011 to June 30, 2012 of the Teacher Initial Term, Customer will pay \$658.75 for 1,600 Blackboard Connect for Teachers notifications per year ("Maximum Notifications"). Unused notifications in any period or year will not rollover to the following period or year and will expire. To send Blackboard Connect for Teachers notifications in excess of the Maximum Notifications, the Customer agrees to contact Blackboard Connect for additional pricing.
- ii. For the sole purpose of this Amendment No. 2, Nicolas Junior High School will be invoiced.
- iii. Payment Terms. Fees due, if any, will be invoiced upon execution of this Agreement and is due within 30 days of invoicing. Fees for usage above the Maximum Notifications will be due no later than thirty (30) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.

- 2. Unless otherwise defined herein, capitalized terms used shall have the same meaning as set forth in the Agreement. Except as otherwise set forth herein, all terms and conditions of the Agreement will continue in full force and effect as set forth therein and amended hereby.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the Amendment No. 2 Date.

Blackboard Connect Inc.	Fullerton School District for the sole and exclusive use by Nicolas Junior High School.
Signature: _____	Signature: _____
Name: _____	Name & Title: _____
Address: Blackboard Inc. 650 Massachusetts Ave NW, 6th floor Washington DC 20001-3796 Tel: (202) 463-4860 ext 2463 or ext 2592 Fax: 8184500425 Email: Toni.Long@blackboard.com	Contact for Billing: Mathew Barnett, Principal Address: 1100 W. Olive Ave. Fullerton, CA 92833 Tel: Email: Fax: _____

CONSENT ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENTS

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

Bitia Gonzalez (Instructional Assistant/BB) – Class taken at Saddleback College:

CD 113-Math and Science in Early Childhood
Total amount payable \$161.19.

Amanda Helo (Instructional Assistant/Recreation) – Class taken at California State University, Fullerton:

ECON 315-Intermediate Microeconomics
Total amount payable \$500.00.

Maryann May (Senior Secretary) – Classes taken at Fullerton College:

BUS 151-Business Mathematics
SOC 102-Social Problems
Total amount payable \$330.48.

Melinda Taylor (Secretary) – Classes taken at Cerritos College:

SLP 125-Child Disorders Treatment
SPCH 271-Voice and Articulation
SLP 120-Phonetics Lab
Total amount payable \$500.00.

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

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

Recommendation: Approve Classified tuition reimbursements.

MLD:KC:ph

DISCUSSION/ACTION ITEM

DATE: January 18, 2011

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **ADOPT/RATIFY RESOLUTION NUMBER #10/11-19 CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves 203 three to five-year-olds in classes at Commonwealth, Maple, Richman and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves up to 144 four and five-year-olds in classes at Orangethorpe, Pacific Drive and Woodcrest Elementary Schools.

Rationale: Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services. This resolution delegates contract authority for the period July 1, 2010 through June 30, 2011 to the District Superintendent and Assistant Superintendent of Business Services, subject to ratification by the Board of Trustees.

Funding: Allocation is based on \$21.23 per day per child for 176 operating days.

Recommendation: Adopt/Ratify Resolution #10/11-19 certifying local agreement to implement child care and development services and delegating the power to contract and sign applications for state funding for child care and development services and other projects to the District Superintendent and Assistant Superintendent of Business Services.

MD:MC:ln
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 10/11-19**

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

(PURSUANT TO EDUCATION CODE 39656)

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2010 through June 30, 2011 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 18th day of January, 2011 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Lynn Thornley, President
Board of Trustees

Attest: _____
Beverly Berryman, Clerk
Board of Trustees

DISCUSSION/ACTION ITEM

DATE: January 18, 2011

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE AMENDED 2010/2011 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves 203 three to five-year-olds in classes at Commonwealth, Maple, Richman, and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves 144 four and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools. One contract covers both programs. The funds are to be used for staffing, materials, and supplies

Rationale: The State-funded programs allow contractors to establish a reserve account, which is the amount of the contract earned versus the amount that was expended during the fiscal year. With the signing of the new budget, a five percent cap of total contract amount in the reserve account was enacted. New contracts were sent to agencies that exceeded this five percent reserve cap. The difference in the amounts was encumbered from annual contracts. Funds from the reserve account must be moved to an operational account.

Funding: Fullerton School District will receive a maximum total reimbursable amount of \$1,299,810.00, with \$23,526.00 encumbered. The amount of \$23,526.00 will be moved from the reserve account to an operational account to reach the \$1,323,336.00 contract amount, with \$773,324.00 allotted to the State Preschool Program and \$550,012.00 allotted to the Prekindergarten Family Literacy Program. Funding is applied to Child Development budget #310 and #318.

Recommendation: Approve Amended 2010/2011 Child Development State Preschool Contract.

MD:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

Amendment 01

DATE: July 01, 2010

CONTRACT NUMBER: CSPP-0350

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

Special Fund (Reserve Account)/FT&C/MDO Chgs.

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2010 designated as number CSPP-0350, shall be amended in the following particulars but no others:

The 2010-11 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2010-11 amended FT&C language changes (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$1,323,336.00. (No change)

The Special Fund (Reserve Account) Amount shall be \$23,526.00.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS:

The minimum Child Days of Enrollment (CDE) Requirement shall be 38,491.4. (No change)

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 180 and inserting 176 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Mitch Hovey, Ed. D., District Superintendent			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -23,526	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,323,336	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,299,810	ITEM See Attached	CHAPTER	STATUTE		
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-0350

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -13,748	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 773,324	(OPTIONAL USE)0656 23038-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 759,576	ITEM 30.10.010. 6110-196-0001	CHAPTER 712	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -9,778	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 550,012	(OPTIONAL USE)0656 24818-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 540,234	ITEM 30.10.010. 6110-196-0001	CHAPTER 712	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

DISCUSSION/ACTION ITEM

DATE: January 18, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PRESENTED BY: Suwen Su, Director, Business Services
PREPARED BY: Becky Silva, Assistant Director, Business Services
SUBJECT: HEAR PRESENTATION AND ACCEPT REPORT OF THE 2009/2010 REGULAR AUDIT

Background: The Fullerton School District's annual financial transactions are audited every year by an independent auditing firm as required by Education Code section 41020. On March 22, 2005, the firm of Nigro & Nigro, PC (formerly Nigro, Nigro & White, PC) was selected to conduct all District audits for three years ending in 2006/2007. On March 12, 2008, the District's contract with Nigro & Nigro, PC was renewed to conduct all District audits for the fiscal years ending June 30, 2008, 2009, and 2010. A member of the auditing firm of Nigro & Nigro, PC will present all audit results and respond to any specific questions the Board might have regarding this audit.

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

Rationale: The District's financial transactions are audited annually by an independent auditing firm as required by Education Code section 41020. Board Members received a copy of the audit report prior to the Board Meeting, and additional copies are available on the District's web site for review.

Funding: Not applicable.

Recommendation: Hear presentation and accept report of the 2009/2010 regular audit.

GC:SS:BS:gs

DISCUSSION/ACTION ITEM

DATE: January 18, 2011

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ted Lai, Director, Technology and Media Services

SUBJECT: **APPROVE WAIVER REQUEST FOR A 60-DAY EXTENSION GRANTED BY THE STATE FOR APPROVAL DATE OF SCHOOL ACCOUNTABILITY REPORT CARDS (SARC)**

Background: On behalf of its schools, the District takes seriously its responsibilities under State and federal law to communicate the various aspects of performance covered by the annual School Accountability Report Card (SARC). The District seeks to ensure that parents and community members have an accurate, complete, and up-to-date SARC from which they can understand each school's performance and make decisions on behalf of their students.

At its November 2010 meeting, the State Board of Education approved the 2010-11 School Accountability Report Card template and, at the same time, received a report from the California Department of Education (CDE) that, due to budget and staffing reductions, the CDE would not pre-fill in any of the data that traditionally is provided to districts as they prepare their annual SARCs. This shift of responsibility now requires districts and school sites to take on additional duties in the preparation of these reports.

Acknowledging the added responsibility on short notice, the State Board of Education has provided a process to request a 60-day extension on the submission date for posting the SARCs.

Rationale: Because the District takes seriously its responsibility to provide accurate and complete information in the SARC, the District and its schools are requesting the 60-day extension from the statutorily-required posting date of February 1, 2011.

Funding: Not applicable.

Recommendation: Approve waiver request for a 60-day extension granted by the State for approval date of School Accountability Report Cards (SARC).

JM:TL:sg
Attachment

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST

GW-1 (Rev. 11-30-10) <http://www.cde.ca.gov/re/lr/wr/>

First Time Waiver: x
Renewal Waiver:

Send Original plus one copy to:
 Waiver Office, California Department of Education
 1430 N Street, Suite 5602
 Sacramento, CA 95814

Send Electronic copy in **Word** and
 back-up material to: waiver@cde.ca.gov

CD CODE						
3	0	6	6	5	0	6

Local educational agency: Fullerton Elementary School District		Contact name and Title: Janet Morey Assistant Superintendent	Contact person's e-mail address: janet_morey@fsd.k12.ca.us
Address: (City)	(State)	(ZIP)	Phone (and extension, if necessary): 714-447-7708 Fax Number: 714-447-7454
1401 West Valencia Drive, Fullerton, CA 90631			
Period of request: (month/day/year) From: February 1, 2011 To: April 1, 2011	Local board approval date: (Required) January 18, 2011	Date of public hearing: (Required) January 18, 2011	

LEGAL CRITERIA

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* section(s) to be waived (number):

Circle One: EC or CCR
35256(c) & 35258

Topic of the waiver: **Extension of SARC posting February 1 timeline**

2. If this is a renewal of a previously approved waiver, please list Waiver Number: n/a and date of SBE Approval _____
 Renewals of waivers must be submitted two months before the active waiver expires.

3. Collective bargaining unit information. Does the district have any employee bargaining units? No x Yes If yes, please complete required information below:

Bargaining unit(s) consulted on date(s): December 15, 2010

Name of bargaining unit and representative(s) consulted: California School Employee Association, Al Lucuesta, President and Fullerton Elementary Teachers Association, Karla Turner, President

The position(s) of the bargaining unit(s): Neutral x Support Oppose (*Please specify why*)

Comments (if appropriate):

4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.

How was the required public hearing advertised?

 Notice in a newspaper x Notice posted at each school x Other: Public Library, City Hall, FSD Public Display

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver: District Assistance and Intervention Team (DAIT)

Date the committee/council reviewed the waiver request: January 13, 2011

Were there any objection(s)? No x Yes (*If there were objections please specify*)

CALIFORNIA DEPARTMENT OF EDUCATION
GENERAL WAIVER REQUEST
 GW-1 (11-30-10)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

35256. School Accountability Report Card
 (c) The governing board of each school district annually shall issue a School Accountability Report Card for each school in the school district, publicize those reports, and notify parents or guardians of pupils that a hard copy will be provided upon request. Commencing with the 2008-09 school year, each school district shall make hard copies of its annually updated report card available, upon request, ~~on or before February 1 of each year.~~

35258. Commencing with the 2008-09 school year, each school district connected to the Internet shall make its annually updated report card available on the Internet ~~on or before February 1 of each year.~~

(b) Commencing with the 2008-09 school year, each school district not connected to the Internet shall make hard copies of its annually updated School Accountability Report Card available, pursuant to subdivision (c) of Subsection 35256, ~~on or before February 1 of each year.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

On behalf of its schools, the District takes seriously its responsibilities under state and federal law to communicate the various aspects of performance covered by the School Accountability Report Card (SARC). The District seeks to ensure that our parents and community members have an accurate, complete, and up-to-date SARC from which they can understand each school's performance and make decisions on behalf of their students.

At its November 2010 meeting, the State Board of Education approved the 2010-11 School Accountability Report Card template and, at the same time, received a report from the California Department of Education that, due to budget and staffing reductions, the department would not be able to fill in some of the data that typically is provided to districts as they prepare their SARCs. This shift of responsibility for that data collection and reporting to each district (and school) now requires districts and school sites to take on additional duties just as the holidays approach.

Because of the lateness in approving the template and the necessity for school districts to assume responsibility for manually gathering and inputting some of the data required for the 2010-11 SARC posting on February 1, the district and its schools are seeking a 60-day extension from the statutorily-required posting date of February 1.

8. Demographic Information:

Fullerton School District has a student population of 13,852 and is located in the suburbs of Orange County.

Is this waiver associated with an apportionment related audit penalty? (per EC 41344) No Yes
 (If yes, please attach explanation or copy of audit finding)

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No Yes
 (If yes, please attach explanation or copy of CPM finding)

District or County Certification – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: Superintendent	Date: 1/18/2011
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FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Staff Name (<i>type or print</i>):	Staff Signature:	Date:
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Unit Manager (<i>type or print</i>):	Unit Manager Signature:	Date:
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Division Director (<i>type or print</i>):	Division Director Signature:	Date:
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Deputy (<i>type or print</i>):	Deputy Signature:	Date:
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ADMINISTRATIVE REPORT

DATE: January 18, 2011
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: FIRST READING OF NEW BOARD POLICY

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

Upon review of current board policies, the following new board policy needs to be added to reflect current laws and practice:

New:
Philosophy, Goals, Objectives and Comprehensive Plans
BP 0420.4 Charter Schools

The purpose of this Administrative Report will be to afford Board members the opportunity to review this new board policy, ask questions, receive clarification, and propose revisions prior to approval of this new board policy at the February 8, 2011 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MH:KI
Attachment

Fullerton School District

Board Policy

Charter Schools

BP 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

Board Adopted:

The Board of Trustees believes that charter schools provide one opportunity to implement school-level reform and to support innovations, which improve student learning. These schools shall operate under the provisions of their charters, federal laws, specified State laws, and general oversight of the Board.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to gather information about the proposal and suggest components that would align the petition with the District's vision and goals for student learning. As needed, he/she may work with the petitioners to establish workable plans for technical assistance or contracted services, which the District may provide to the proposed charter school.

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to review a submitted petition and the supporting documentation. Such a committee may be used to evaluate the completeness of the proposal, the merits of the proposed educational program, the level of community support, and any concerns that should be addressed by the petitioners. The Superintendent or designee shall also consult with legal counsel as appropriate regarding compliance of the proposal with legal requirements.

In determining whether to grant or deny a charter, the Board shall carefully review the proposed charter and any supplementary information, consider public and staff input, and determine whether the charter petition adequately addresses all the provisions required by law. The Board shall not deny a charter school petition unless specific written factual findings are made pursuant to law and administrative regulation.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the District and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school and adjusted as necessary.

The District shall not require any student to attend a charter school and shall not require any District employee to work at a charter school. (Education Code 47605)

The Board shall ensure that any charter granted by the Board contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but not be limited to, fiscal accountability systems, multiple measures for evaluating the educational program, and regular reports to the Board.

The Board shall monitor each charter school to determine whether it makes "adequate yearly progress" as defined by the State Board of Education and federal Title I accountability requirements. If a charter school fails to make adequate yearly progress for two or more consecutive years, the Board shall take action for program improvement in accordance with law, Board policy, and administrative regulations.

The Board may consider converting an existing school to a charter school when State or federal law requires restructuring of the school because of low performance or when otherwise deemed beneficial by the District and community.

Legal References:

EDUCATION CODE

17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
41365 Charter school revolving loan fund
42100 Annual statement of receipts and expenditures
42238.51-42238.53 Funding for charter districts
44237 Criminal record summary
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
46201 Instructional minutes
47600-47616.7 Charter Schools Act of 1992, as amended
47640-47647 Special education funding for charter schools
47652 Funding of first-year charter schools
48000 Minimum age of admission (kindergarten)
48010 Minimum age of admission (first grade)
48011 Minimum age of admission from kindergarten or other school
51745-51749.3 Independent study
52052 Alternative accountability system
54032 Limited English or low-achieving pupils
56026 Special education
56145-56146 Special education services in charter schools
60600-60649 Assessment of academic achievement, including:
60605 Academic content and performance standards; assessments
60640-60649 Standardized Testing and Reporting Program
60850-60859 High school exit examination

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act
54950-54963 The Ralph M. Brown Act

PENAL CODE

667.5 Definition of violent felony
1192.7 Definition of serious felony

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent study
11960-11969 Charter schools

CODE OF REGULATIONS, TITLE 24

101 et seq. California Building Standards Code

UNITED STATES CODE, TITLE 20

6311 Adequate yearly progress
6319 Qualifications of teachers and paraprofessionals
7223-7225 Charter schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1-200.78 Accountability
300.18 Highly qualified special education teachers

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

Management Resources:

CSBA PUBLICATIONS

Charter Schools: A Manual for Governance Teams, rev. 2005

CSBA ADVISORIES

Charter School Facilities and Proposition 39: Legal Implications for School Districts, September 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Special Education and Charter Schools: Questions and Answers, September 10, 2002

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Charter Schools Program, July 2004

The Impact of the New Title I Requirements on Charter Schools, July 2004

WEB SITES

CSBA: <http://www.csba.org>

California Building Standards Commission: <http://www.bsc.ca.gov>

California Charter Schools Association: <http://www.charterassociation.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

Education Commission of the States: <http://www.ecs.org>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(11/02 11/03) 3/06