

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 or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, January 19, 2010

4:00 p.m. Board Workshop, 4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments - Policy

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

4:00 p.m.- Board Workshop

Board follow-up to CSBA annual education conference held on December 3-5, 2009.

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]

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

Pledge of Allegiance

Introductions/Recognitions

Ed Ginter, Above and Beyond Award
Parks Junior High School Report

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on December 8, 2009

Special Board meeting on January 7, 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 D22C0045 through D22C0056, D22D0287 through D22D0350, D22M0078 through D22M0085, D22R0328 through D22R0410, D22S0118 through D22S0124, D22T0028 through D22T0029, D22V0040 through D22V0055, D22X0331 through D22X0360, and D22Y0025 through D22Y0027 for the for the 2009/2010 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120453 through 120568 and out-of-date sequence purchase orders numbered DJ-120007 and GS-120005 and processed food and commodity purchase order numbered GS-120006, for the 2009/2010 school year.
- 1e. Approve/Ratify warrants numbered 72153 through 72554 for the 2009/2010 school year in the amount of \$2,058,095.96.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7339 through 7410 for the 2009/2010 school year totaling \$266,200.32.
- 1g. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1 – December 31, 2009).
- 1h. Approve Classified Tuition Reimbursements.
- 1i. Approve/Ratify Classified Personnel Report.
- 1j. Approve/Ratify warrant number 1063 for the 2009/2010 school year in the amount of \$718.73 (District 40, Van Daele).
- 1k. Approve/Ratify warrant number 1095 for the 2009/2010 school year in the amount of \$1,168.37 (District 48, Amerige Heights).
- 1l. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545 and 17546.

- 1m. Approve Consultant Agreement for Deana Hippie to provide professional development training in writing at Fern Drive, Raymond, and Sunset Lane Schools on January 29, 2010.
- 1n. Approve Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for staff development on physical fitness testing to physical education teachers on January 29, 2010.
- 1o. Approve submission of the 2009/2010 Consolidated Application, Part II to the California Department of Education (CDE) for funding Categorical Aid Programs.
- 1p. Approve Holly Steele to attend out-of-state National Conference on Science Education in Philadelphia, Pennsylvania, March 18-21, 2010.
- 1q. Approve/Ratify Interagency Agreement between Maxim Health Care and the Fullerton School District for Special Education Student (ID# 790043) for nursing support by a private duty nurse/attendant from Maxim Health Care.
- 1r. Amend Interagency Agreement between Gallagher Pediatric Therapy and the Fullerton School District for Occupational and Physical Therapy for the 2009/2010 school year.
- 1s. Approve 2010-2013 Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE).
- 1t. Approve format of School Accountability Report Card for grade levels K-8.

Discussion/Action Items

- 2a. Approve revised Board Policy 6158, Instruction, Independent Study.
- 2b. Approve revised Board Policy 6174, Instruction, Education for English Language Learners.
- 2c. Approve Pupil Attendance Calendars for 2010/2011 and 2011/2012 school years.
- 2d. Hear presentation and accept report of 2008/2009 regular audit.

Administrative Reports

- 3a. First Reading of New Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel.
- 3b. Overview of Child Development Services.

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 9, 2010, 4:30 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, December 8, 2009
4:00 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Vice President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:04 p.m. and Dr. Gary Cardinale led the Pledge of Allegiance to the Flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Lynn Thornley
Board Member not present: Hilda Sugarman
Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, Mrs. Janet Morey

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:05 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas and legal counsel/Dave Larsen [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

The Board returned to Open Session at 5:42 p.m. Vice President Berryman reported that there was no report from Closed Session. Vice President Berryman then asked Acacia Cub Scout Pack 234 to lead the Pledge of Allegiance to the Flag.

Public Comments

There were no comments at this time.

Statement from Outgoing Board President Hilda Sugarman

Dr. Mitch Hovey read a statement from outgoing Board President Sugarman due to her absence at the meeting. In her statement, Sugarman thanked District staff, administrators, teachers, classified staff, parents, and the community for supporting the students of the Fullerton School District.

Organizational Meeting of the Board of Trustees

Moved by Minard Duncan, seconded by Ellen Ballard and carried 4-0 to elect Beverly Berryman to be 2010 President of the Board of Trustees.

Moved by Lynn Thornley, seconded by Minard Duncan and carried 4-0 to elect Ellen Ballard as 2010 Vice President of the Board of Trustees.

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 4-0 to elect Minard Duncan as 2010 Clerk of the Board of Trustees.

Moved by Ellen Ballard, seconded by Minard Duncan and carried 4-0 to appoint Dr. Mitch Hovey as 2010 Secretary to the Board of Trustees.

Meeting dates for 2010: January 19, February 9 and 23, March 9 and 23, April 27, May 11 and 25, June 8 and 29, July 20, August 17, September 14 and 28, October 12 and 26, November 16, and December 14.

Moved by Minard Duncan, seconded by Ellen Ballard and carried 4-0 to approve Board meeting dates for 2010.

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 4-0 to appoint Minard Duncan as representative for OCSBA Political Action Committee for 2010.

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 4-0 to appoint Beverly Berryman as alternative representative for OCSBA Political Action Committee for 2010.

Moved by Minard Duncan, seconded by Ellen Ballard and carried 4-0 to appoint Hilda Sugarman as representative for the County Committee on School District Organization for 2010.

Moved by Minard Duncan, seconded by Ellen Ballard and carried 4-0 to appoint Ellen Ballard as alternative representative for the County Committee on School District Organization for 2010.

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 4-0 to appoint Minard Duncan as representative for the Fullerton Sister City Committee for 2010.

Introductions/Recognitions

There were no special introductions or recognitions held during this meeting.

Public Comments

There were no comments at this time.

Superintendent's Report

Dr. Hovey recognized Carmen Serna as the new Executive Secretary and thanked Kathy Ikola for her help and support. He commented on the successful Thanksgiving Feast and thanked Nutrition Services and SchoolsFirst for their contribution. Dr. Hovey had the wonderful opportunity to attend the CSBA Conference and the Golden Bell Award Luncheon. He attended many workshops at the CSBA Conference and came away with emphasis being on the tough budget situation. He thanked CSEA for sponsoring the Toy Drive and the CSEA Holiday party. Dr. Hovey gave a reminder about the District's annual Holiday Luncheon to be held on December 17. He congratulated and thanked Lauralyn Eschner and Los Ayudantes for the dinner event that benefited All the Arts. He wished everyone a happy holiday season.

Information from the Board of Trustees

Trustee Thornley- She congratulated Lauralyn Eschner for Los Ayudantes dinner. She appreciated that many of the people were not "regular" attendees and was glad to see others involved. It was a very nice evening and a fun event. The holidays are quickly approaching and she wished everyone a restful and relaxing time with family and friends.

Trustee Duncan - A few weeks ago Trustee Berryman and Trustee Duncan represented the Board at the Korean Coalition meeting. At the Korean Coalition meeting, Trustee Duncan met a hero in his life-Dr. Sammy Lee. He also attended the CSBA Conference and it was one of the best he has attended. Trustee Duncan attended the CSEA Toy Drive, which was fun, and the food was great. He commented that Kim Bass, District Teacher of the Year, was recognized in October at the Disneyland Hotel. He attended the Laguna Road fourth grade musical.

Trustee Ballard- She wished everyone a wonderful holiday season. She congratulated Lauralyn Eschner for a great event on Sunday with Los Ayudantes.

President Berryman- She thanked schools who had wonderful Thanksgiving programs. She attended the DELAC meeting and thanked everyone for pulling together and involving parents. The DELAC meeting had great attendance. She attended the Parks Jr. High "*Made in the Shade*" dedication. She thanked the staff, parents, and students of Parks Junior High School. She announced the Arts Savings card to benefit All the Arts Program. Students have the option to buy a card and/or sell a card. There are several sites that are participating in the Arts Savings card fundraiser. Portion of the money earned will be returned to All The Arts for All the Kids Foundation from the sale of each card. Community members and service organizations are also participating. Arts Savings cards will be available for sale at District Office and school sites.

Trustee Duncan- He commented that the Arts Savings card offers discounts more than once and not limited to one visit. You can go online to obtain information about discounts in other areas and states.

President Berryman- She introduced husband Kerry Berryman and daughter Andrea Berryman.

Information from PTA, FETA, CSEA, FESMA, DELAC

PTA Council President Luz Howchin- PTA Council conducted judging of 651 student reflections, which involved 15 schools. Out of the 651 student reflections, PTA Council reviewed 166 and 22 proceeded to the 4th District PTA level. The theme was "*Beauty is...*" and there was more student participation this year than last year. She commented that there are Fullerton Interfaith Emergency Services (FIES) boxes available at different school sites for toy donations. She commented about school sites having holiday boutiques for students to purchase items. She wished everyone a nice holiday season.

FETA President Andy Montoya- He congratulated the newly elected officers of the Board of Trustees. He looks forward to continued relationships with the Board. He attended the last City Council meeting and mentioned Pam Keller almost became mayor for the City of Fullerton. He congratulated FIES for their organization and appreciates their support. He said that Gail Mendes from California Teachers Association (CTA) is coming to Fullerton on December 10 to see Fullerton School District classrooms and the changes that have occurred over the past years.

Dr. Hovey is also joining in the visits with Ms. Mendes. He congratulated Lauralyn Eschner for an awesome Los Ayudantes event and he was happy to attend. He thanked the Fullerton Education Foundation (FEF) for the grants given to teachers with thousands of dollars directly given to classrooms that impact students.

CSEA representative Marleen Acosta- She thanked everyone who contributed to the Toy Drive and the CSEA Holiday Party. On behalf of all CSEA members and the CSEA Executive Board, she wished everyone a happy holiday season.

FESMA- Debi Rosengarten- She congratulated the Board of Trustees on their new positions. She thanked Cabinet for the gift of "time" due to the Principals Meeting and General Management Meeting being cancelled; it was very appreciated by administrators. She wished everyone a happy holiday season.

Dr. Hovey introduced Dianna Lee, DELAC representative.

Approve Minutes

Moved by Lynn Thornley, seconded by Minard Duncan and carried 4-0 to approve the minutes of the Regular meeting on November 17, 2009.

Approve Corrected Minutes

Moved by Ellen Ballard and seconded by Lynn Thornley and carried 4-0 to approve the corrected minutes of the Regular meeting on October 13, 2009.

Consent Items

Pulled Board Agenda Item 1a for discussion; pulled Board Agenda Item 1j for further consideration. For Board Agenda 1a, Trustee Ballard thanked Nurse Sandra Miller for her service to the Fullerton School District.

Moved by Lynn Thornley, seconded by Minard Duncan and carried 4-0 to approve all consent items excluding Board Agenda 1j.

- 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 D22C0037 through D22C0044, D22D0236 through D22D0286, D22M0073 through D22M0077, D22R0259 through D22R0327, D22S0103 through D22S0117, D22T0025 through D22T0027, D22V0029 through D22V0039, D22X0294 through D22X0330 and D22Y0024 for the 2009/2010 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120363 through 120452 and out-of-date sequence purchase orders numbered DJ-120005, DJ-120006, and GS-120004 for the 2009/2010 school year.
- 1e. Approve/Ratify warrants numbered 71830 through 72152 for the 2009/2010 school year in the amount of \$849,209.33.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7306 through 7338 for the 2009/2010 school year totaling \$105,487.76.
- 1g. Approve Consultant Agreement with Fullerton School District and Action Learning Systems, Inc., to provide SB 472 English Language Arts training to District teachers for the 2009/2010 school year.
- 1h. Approve/Ratify Classified Tuition Reimbursement.
- 1i. Approve Consultant Agreement with Fullerton School District and Action Learning Systems, Inc., to provide advanced instructional materials training and coaching in English Language Arts and Mathematics for Valencia Park School teachers for the 2009/2010 school year.
- 1k. Approve/Ratify Change Orders #1 and #2 for R. Jensen Company, Inc., for installation for relocatable at Rolling Hills School, FSD-09-10-CF-01.

1l. Approve Notice of Completion for R. Jensen Company, Inc., for installation for relocatable at Rolling Hills School, FSD-09-10-CF-01.

1m. Approve/Ratify Classified Personnel Report. Board Member Request(s) for Information and/or Possible

1j. Approve 2009/2010 *Single Plan for Student Achievement* and categorical budgets for all school sites.

For Consent Agenda Item 1j, Janet Morey, Assistant Superintendent of Educational Services, presented information regarding the Single Plan for Student Achievement; recognized Sue Albano as one of the best categorical directors.

President Berryman- She inquired if the school plans are written for parents, sites, or others? Who is the audience? School Site Council approves the plan before it comes for approval to the Board of Trustees.

Trustee Ballard- She commented that plans are individualized and reflect the school culture. She congratulated all those who worked so hard on these plans.

Moved by Ellen Ballard, seconded by Minard Duncan and carried 4-0 to approve Consent Item 1j.

Discussion/Action Items

2a. Hear presentation and approve a Qualified Certification for the 2009/2010 First Interim Reporting Period of the District's ability to meet its financial obligations for the current and two subsequent years based upon the current State budget.

Moved by Minard Duncan, seconded by Lynn Thornley and carried 4-0 to accept Qualified Certification for the 2009/2010.

Public Hearing

Conducted public hearing at 7:50 p.m. to approve the use of Categorical Flexibility Funds as required by Budget Act of 2009 (SBX3 4). Members of the audience were invited to comment on this public hearing. Hearing no comments, the public hearing was declared closed at 7:54 p.m.

Discussion/Action Items

2b. Adopt Resolution #09/10-10 to approve the use of Categorical Flexibility Funds as required by Budget Act of 2009 and as shown on attachment in the amount of \$1,382,374 (SBX3 4).

Moved by Ellen Ballard, seconded by Lynn Thornley and carried 4-0 to adopt Resolution #09/10-10 to approve the use of Categorical Flexibility Funds as required by Budget Act of 2009 and as shown on attachment in the amount of \$1,382,374 (SBX3 4).

2c. Adopt Resolution #09/10-05 of the Board of Trustees of Fullerton School District adopting a Conflict of Interest Code which supersedes all prior Conflict of Interest Codes, Board Bylaws, and Amendments previously adopted.

Moved by Minard Duncan, seconded by Ellen Ballard and carried 4- to adopt Resolution #09/10-05 of the Board of Trustees of Fullerton School District adopting a Conflict of Interest Code which supersedes all prior Conflict of Interest Codes, Board Bylaws, and Amendments previously adopted.

Administrative Reports

3a. First reading of revised Board Policy 6158 Independent Study.

Janet Morey, Assistant Superintendent, of Educational Services, presented Board Policy 6158 for review. She indicated this policy had been more streamlined due to information received at the conference she attended with Marilyn White, Director of Administrative Services

3b. First reading of revised Board Policy 6174 Education for English Language Learners.

Sue Albano, Director of Educational Services, presented Board Policy 6174 for review. She indicated there were very few changes. Trustee Ballard clarified concerns she had regarding language in the policy.

Future Agenda Item

Trustee Duncan requested information pertaining to the District's reductions over the last seven years that he has been a Board member.

Board of Trustee members Berryman, Duncan, and Sugarman attended the 2009 CSBA Conference. President Berryman would like to hold an informational meeting prior to the Board meeting on January 19, 2010, to discuss topics discussed at CSBA.

Adjournment

President Berryman adjourned the Regular meeting on January 19, 2010 at 8:06 p.m.

Clerk, Board of Trustees

Fullerton School District
Minutes of the Special Meeting of the Board of Trustees
Thursday, January 7, 2010
4:30 p.m. Open Session

District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Special meeting of the Fullerton School District Board of Trustees to order at 4:32 p.m. and Trustee Ballard led the Pledge of Allegiance to the Flag.

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

Public Comments

There were no comments at this time.

President Berryman asked for a moment of silence for Judy Willey, Personnel Technician II, who passed away in December 2009. Ms. Willey served the District for over 30 years. Dr. Hovey sent a condolence card to the family on behalf of the Board. Mark Douglas, Assistant Superintendent of Personnel Services, announced that the family asked that employee donations in honor of Ms. Willey be given to the All the Arts for All the Kids Foundation.

Action Items

- 1a. Approve California's Race to the Top Memorandum of Understanding (MOU) between the State of California and Fullerton School District.

Superintendent Hovey presented information to the Board of Trustees regarding Race to the Top (RTTT). The presentation addressed RTTT components and requirements from the State. The Board of Trustees were given an opportunity to clarify any questions or concerns regarding RTTT. It was moved by Hilda Sugarman, seconded by Minard Duncan, and carried 5-0 to approve MOU between the State of California and Fullerton School District.

Adjournment

President Berryman adjourned the Special meeting on January 7, 2010 at 5:49 p.m.

Clerk, Board of Trustees

CONSENT ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, rehire(s), 2009/2010 BTSA Induction Program support provider stipend, and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JANUARY 19, 2010

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Christopher Boice	Substitute Teacher	Employ	100	12/09/09
Brandy Carter	Substitute Teacher	Employ	100	12/10/09
Laura Damschen	Substitute Teacher	Employ	100	12/10/09
Jill Lockart	Substitute Teacher	Employ	100	12/04/09
Ruth Madrigal	Substitute Teacher	Employ	100	12/08/09
Kerry Mills	Substitute Teacher	Employ	100	12/04/09
Jennifer Munro	Substitute Teacher	Employ	100	12/04/09
Jason Neves	Substitute Teacher	Employ	100	12/03/09
Rebecca Weatrowski	Substitute Teacher	Employ	100	12/10/09
Erin Young	Substitute Teacher	Employ	100	12/10/09
Eva Hampton	Preschool/Valencia Park	Col I/1	310	12/09/09

REHIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Amy Chan	2 nd Grade/Maple	II/2	100	01/04/10

2009/2010 BTSA INDUCTION PROGRAM SUPPORT PROVIDER STIPEND

Approve \$1,500.00 per participating teacher from Budget 0141451229-1901 to be paid in two increments, \$750.00 in February 2010 and \$750.00 in June 2010, for the following certificated personnel:

Sue Bottalico	Juleen Faur	Clara Kollmansberger	Holly Steele
Melinda Candelaria	Kim Gibbons	Pauline Moorhatch	Leah Wathen
Alice Cha	Teresa Green	Leslie Santillan	Susie Wren
Pablo Diaz (two teachers)	Patricia Hawkey	Pam Soto	Leah Yamamoto

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
April Bedard	Kindergarten/Golden Hill	Leave of Absence	12/14/09-12/18/09
Hai Mee Park	5 th Grade/Sunset	Leave of Absence	12/10/09-01/15/10
Heeyoung Song	Kindergarten/Fisler	Leave of Absence	01/04/10-03/31/10

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 19, 2010.

Clerk/Secretary

CONSENT ITEM

DATE: January 19, 2010

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:ds
Attachment

FULLERTON SCHOOL DISTRICT
Gifts – January 19, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	SuperValu (Community Partner)	Monetary donation of \$97.75 for the school
Acacia	Fullerton Education Foundation (Community Partner)	Monetary donation of \$1,500.00 for the school
Beechwood	Beechwood School PTA (PTA)	Monetary donation of \$8,800.00 for field trips
District	Beckman Coulter Foundation (Community Partner)	Monetary donation of \$3,000.00 for Adventures in Science program
District	Sam's Club (Community Partner)	Monetary donation of \$50.00 for meeting refreshments
Fern Drive	Randy Brown (Parent)	Monetary donation of \$30.00 for the school
Fern Drive	SuperValu (Community Partner)	Monetary donation of \$108.03 for the school
Fern Drive	Anh N. Nguyen (Parent)	Monetary donation of \$200.00 for the school
Fisler	Fisler PTSA (PTA)	Monetary donation of \$4,440.00 for field trips
Fisler	Apple, Inc. (Community Partner)	Monetary donation of \$500.00 for Technology program
Golden Hill	Rani Kuusto (Community Partner)	Office supplies (estimated value \$75.00)
Ladera Vista	Acacia School PTA (PTA)	Monetary donation of \$300.00 for the school
Laguna Road	SuperValu (Community Partner)	Monetary donation of \$41.50 for the school
Laguna Road	Laguna Road SOS Foundation (Community Partner)	Folding tables (total value \$546.14)
Maple	Orange County Community Foundation (Community Partner)	Monetary donation of \$500.00 for the school
Maple	Edison International Employee Contributions Campaign (Community Partner)	Monetary donation of \$100.00 for the school

FULLERTON SCHOOL DISTRICT
Gifts – January 19, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Maple	Sam's Club Foundation (Community Partner)	Monetary donation of \$250.00 for the school
Maple	Louie & Sons Corporation (Community Partner)	Monetary donation of \$150.00 for the school
Orangethorpe	Orangethorpe PTA (PTA)	Monetary donation of \$1,200.00 for Arts program
Orangethorpe	Orangethorpe PTA (PTA)	Monetary donation of \$4,800.00 for field trips
Orangethorpe	Orangethorpe PTA (PTA)	Monetary donation of \$1,500.00 for assemblies
Parks Jr. High	Danny & Anh Pham (Parent)	Monetary donation of \$200.00 for the school
Parks Jr. High	BP Fabric of America Fund (Community Partner)	Monetary donation of \$250.00 for the school
Parks Jr. High	Peter & Michelle Lemcke (Parent)	Monetary donation of \$50.00 for Band program
Raymond	Beta Meyer (Parent)	Monetary donation of \$175.00 for PTA Movie Nights
Raymond	Raymond PTA (PTA)	Monetary donation of \$175.00 for PTA Movie Nights
Richman	Laura Bruce (District employee)	Monetary donation of \$171.68 for student incentives
Richman	Richman PTA (PTA)	Monetary donation of \$340.00 for PTA Movie Nights
Sunset Lane	Mi-Jung Kim and Dae-Sik Yim (Parent)	Monetary donation of \$500.00 for the school
Valencia Park	Target (Community Partner)	Monetary donation of \$57.78 for the school
Woodcrest	Woodcrest PTA (PTA)	Monetary donation of \$319.00 for PTA Movie Nights
Woodcrest	Wells Fargo Foundation Educational Matching Gift Program (Community Partner)	Monetary donation of \$180.00 for special education class

CONSENT ITEM

DATE: January 19, 2010

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 D22C0045 THROUGH D22C0056, D22D0287 THROUGH D22D0350, D22M0078 THROUGH D22M0085, D22R0328 THROUGH D22R0410, D22S0118 THROUGH D22S0124, D22T0028 THROUGH D22T0029, D22V0040 THROUGH D22V0055, D22X0331 THROUGH D22X0360, AND D22Y0025 THROUGH D22Y0027 FOR THE 2009/2010 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered D22C0045 through D22C0056, D22D0287 through D22D0350, D22M0078 through D22M0085, D22R0328 through D22R0410, D22S0118 through D22S0124, D22T0028 through D22T0029, D22V0040 through D22V0055, D22X0331 through D22X0360, and D22Y0025 through D22Y0027 for the 2009/2010 fiscal year.

GC:SS:ds
Attachment

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 01/19/2010**

FROM 11/17/2009 TO 12/18/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22C0045	ORANGE CNTY DEPARTMENT OF EDUC	50.00	50.00	0151354341 5210	Health Services / Conferences and Meetings
D22C0046	SCHOOL SERVICES OF CALIFORNIA	525.00	350.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			175.00	0153750799 5210	Business Administration DC / Conferences and Meetings
D22C0047	COMPUTER USING EDUCATORS INC	1,194.00	995.00	0130230101 5210	Economic Impact Aid Fisler / Conferences and Meetings
			199.00	0130630103 5210	Peer Assist Review Inst Fisler / Conferences and Meetings
D22C0048	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
D22C0049	CALIFORNIA ELEMENTARY EDUCATIO	398.00	398.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
D22C0050	ORANGE CNTY DEPARTMENT OF EDUC	1,050.00	1,050.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
D22C0051	CHILDHOOD COMMUNICATION	3,405.00	3,405.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
D22C0052	SAN DIEGO CNTY OFFICE OF EDUCA	600.00	600.00	0124854321 5210	Spec Ed Preschool Psychologist / Conferences and
D22C0053	SCHOOL SERVICES OF CALIFORNIA	350.00	350.00	0130452213 5210	SBCP Instr Supervision Dist / Conferences and Meetings
D22C0054	STAFF DEVELOPMENT RESOURCES	597.00	597.00	0130215101 5210	Econ Impact Aid Golden Hill / Conferences and Meetings
D22C0055	FIRST PRESBYTERIAN NURSERY SCH	4,142.00	760.00	0139252101 5210	Prop 10 OC Families Instr / Conferences and Meetings
			1,140.00	1208526101 5210	Childcare Instr Rolling Hills / Conferences and Meetings
			342.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
			1,900.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
D22C0056	ASSOC OF CA SCHOOL ADMINISTRAT	375.00	375.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
D22D0287	CDW.G	179.44	179.44	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
D22D0288	BAUDVILLE COMPUTER PRODUCTS	74.64	74.64	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
D22D0289	SUPPLY MASTER	423.96	423.96	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
D22D0290	E L ACHIEVE	149.63	149.63	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
D22D0291	TURN THE PAGE PRESS INC	587.25	587.25	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22D0292	LIBERTY FLAGS INC	597.04	597.04	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
D22D0293	CLASSROOM DIRECT	147.74	147.74	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
D22D0294	LEARNING LINKS INC	100.65	100.65	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr

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D22D0295	PITSCO	92.90	92.90	0109730109 4310	Suppl Grant Support Fisler / Materials and Supplies Instr
D22D0296	SCIENCE OLYMPIAD INC	240.08	240.08	0109730109 4310	Suppl Grant Support Fisler / Materials and Supplies Instr
D22D0297	LAKESHORE LEARNING	3,103.33	3,103.33	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0298	LAKESHORE LEARNING	1,129.12	1,129.12	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0299	LAKESHORE LEARNING	325.16	325.16	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0300	LAKESHORE LEARNING	239.39	239.39	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22D0301	LAKESHORE LEARNING	307.53	76.87	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			153.77	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			76.89	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0302	MARCY COOK MATH	664.14	664.14	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0303	CLASSROOM STORAGE UNITS INC	344.03	344.03	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0304	AMAZON.COM	744.93	297.97	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			446.96	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22D0305	AMAZON.COM	742.18	296.87	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			445.31	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22D0306	AMAZON.COM	892.62	357.05	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			535.57	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22D0307	FOLKMANIS PUPPETS	293.50	293.50	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0308	PERMA BOUND	113.82	113.82	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22D0309	OFFICE DEPOT BUSINESS SERVICE	86.99	86.99	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
D22D0310	SUPPLY MASTER	92.43	92.43	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
D22D0311	CLASSROOM DIRECT	111.57	111.57	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0312	PERMA BOUND	231.57	231.57	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22D0313	BLUE RAVEN TECHNOLOGY INC	1,305.00	1,305.00	0136727101 4310	API Discretionary Sunset Ln / Materials and Supplies Instr
D22D0314	GREAT SOURCE EDUCATION GROUP	265.41	265.41	0108819101 4310	Pre Kindergarten Instr Maple / Materials and Supplies Instr

FULLERTON ELEMENTARY
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D22D0315	PRESIDENT'S CHALLENGE	184.94	184.94	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
D22D0316	CM SCHOOL SUPPLY COMPANY	1,177.64	1,083.12	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
			94.52	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22D0317	GOV CONNECTION	65.25	65.25	0109721109 4310	Suppl Grant Support Orangethrp / Materials and Supplies
D22D0318	NATIONAL GEOGRAPHIC SCHOOL PUB	271.08	271.08	0108819101 4310	Pre Kindergarten Instr Maple / Materials and Supplies Instr
D22D0319	OFFICE DEPOT BUSINESS SERVICE	199.79	199.79	0130420103 4310	SBCP Instr Nicolas / Materials and Supplies Instr
D22D0320	CLASSROOM STORAGE UNITS INC	278.44	278.44	0130410103 4310	SBCP Instr Acacia / Materials and Supplies Instr
D22D0321	EASY GRAMMAR SYSTEMS	78.25	78.25	0130410103 4310	SBCP Instr Acacia / Materials and Supplies Instr
D22D0322	SCANTRON	2,135.72	2,135.72	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
D22D0323	TEACHER CREATED MATERIALS	1,959.34	1,959.34	0130211101 4310	Econ Impact Aid Beechwood / Materials and Supplies Instr
D22D0324	FOLKMANIS PUPPETS	273.94	273.94	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0325	SCIENCE OLYMPIAD INC	81.68	81.68	0109723109 4310	Suppl Grant Support Parks / Materials and Supplies Instr
D22D0326	SCIENCE OLYMPIAD INC	138.60	138.60	0109723109 4310	Suppl Grant Support Parks / Materials and Supplies Instr
D22D0327	NASCO WEST INC	31.54	31.54	0130410103 4310	SBCP Instr Acacia / Materials and Supplies Instr
D22D0328	SUPPLY MASTER	237.80	237.80	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
D22D0329	STAPLES 025724519	25.55	25.55	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
D22D0330	GOPHER SPORT	1,003.02	1,003.02	0130417103 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
D22D0331	GOV CONNECTION	2,644.80	737.80	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			1,907.00	0130417103 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
D22D0332	APPLE COMPUTER INC.	172.91	172.91	0109418109 4310	School Foundation Instr Laguna / Materials and Supplies
D22D0333	GOV CONNECTION	495.90	495.90	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
D22D0334	SCIENCE OLYMPIAD INC	42.75	42.75	0109723109 4310	Suppl Grant Support Parks / Materials and Supplies Instr
D22D0335	TROXELL COMMUNICATIONS	867.83	867.83	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
D22D0336	STECK VAUGHN COMPANY	1,886.97	1,886.97	0124154102 4100	ARRA IDEA Basic Local Enhance / Textbooks

FULLERTON ELEMENTARY
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D22D0337	FOLLETT LIBRARY RESOURCES	1,085.90	1,085.90	0122417101 4310	Title III Limited Engl Ladera / Materials and Supplies Instr
D22D0338	WOODWARD LABORATORIES INC	110.58	110.58	0109726279 4350	Supp Grant Supp Sch Adm R Hill / Materials and Supplies
D22D0339	SUPPLY MASTER	222.93	222.93	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22D0340	CM SCHOOL SUPPLY COMPANY	831.13	831.13	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22D0341	NASCO WEST INC	83.26	83.26	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0342	LIBERTY FLAGS INC	118.39	118.39	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
D22D0343	BLUE RAVEN TECHNOLOGY INC	107.39	107.39	0136727101 4310	API Discretionary Sunset Ln / Materials and Supplies Instr
D22D0344	VERIZON WIRELESS	87.50	87.50	0140311279 4350	School Administration Discret / Materials and Supplies
D22D0345	VERIZON WIRELESS	200.00	200.00	0140311279 5900	School Administration Discret / Communications
D22D0346	SUPPLY MASTER	49.48	49.48	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0347	SCANTRON	711.91	711.91	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22D0348	GOV CONNECTION	500.25	500.25	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22D0349	GOV CONNECTION	2,288.65	800.00	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
			1,488.65	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
D22D0350	STUDY ISLAND LLC	5,560.09	5,560.09	0121325102 4310	ARRA Title I Local Inst Rchman / Materials and Supplies
D22M0078	FIRE CONNECTION	387.49	387.49	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0079	PIGNX COMPANY	1,152.50	1,152.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0080	EXCELSIOR ELEVATOR CORP	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0081	ORTIZ TRACTOR SERVICE	1,620.00	1,620.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0082	A 1 FENCE COMPANY	1,301.00	1,301.00	0153453819 5640	Vandalism / Repairs by Vendors
D22M0083	WOLVERINE BRASS INC	254.28	254.28	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0084	A 1 FENCE COMPANY	2,929.00	2,929.00	2567050851 4310	Facilities / Materials and Supplies Instr
D22M0085	LOWES HIW INC	73.95	73.95	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22R0328	EARTHQUAKE MANAGEMENT	10,296.87	10,296.87	0125257781 4350	Readiness Emergency Mgmt Admin / Materials and

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D22R0329	SUPER DUPER PUBLICATIONS	95.49	95.49	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
D22R0330	CONTINENTAL MATHEMATICS	75.00	75.00	0111627109 4310	After School Program Sunset Ln / Materials and Supplies
D22R0331	CDW.G	252.30	252.30	0121352271 4350	ARRA Title I District Admin / Materials and Supplies
D22R0332	SCHWARTZ, MR AND MRS PETER	3,212.00	3,212.00	0142054201 5805	Special Ed Administration / Consultants
D22R0333	GRAPHICS PLUS ENTERPRISES	359.96	359.96	0110223169 4310	Bells Parks Jr High / Materials and Supplies Instr
D22R0334	LAW OFFICES OF NEWMAN AARONSON	80,000.00	80,000.00	0142054201 5805	Special Ed Administration / Consultants
D22R0335	CDW.G	228.38	228.38	0140055249 4350	Multi Media Technology DC / Materials and Supplies
D22R0336	AMTRAK GROUP SALES	1,392.00	1,392.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22R0337	MISSION SAN JUAN CAPISTRANO	1,408.00	1,408.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22R0338	RANCHO SANTIAGO COMMUNITY	575.00	575.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22R0339	SCHMALFELD, RANDA	61.05	61.05	0109726279 4350	Supp Grant Supp Sch Adm R Hill / Materials and Supplies
D22R0340	BOYS AND GIRLS CLUB OF FULLERTON	22,356.00	22,356.00	0132952101 5805	Aft Sch Ed Sfty Grt Cohort 6 / Consultants
D22R0341	COSGROVE, MARILEE	63.24	63.24	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
D22R0342	E L ACHIEVE	2,351.25	2,351.25	0122652101 4310	Title III Immigrant Educ Prog / Materials and Supplies Instr
D22R0343	ORANGE CNTY DEPARTMENT OF EDUC	77,933.22	77,933.22	0125257781 5800	Readiness Emergency Mgmt Admin / Other Contracted
D22R0344	ORANGE CNTY DEPARTMENT OF EDUC	425.00	425.00	0130252271 5310	Econ Impact Aid Sch Admin Dist / Dues and Memberships
D22R0345	SCHOOL SERVICES OF CALIFORNIA	13,945.95	13,945.95	0152351709 5805	Contract Admin Discret / Consultants
D22R0346	DESAI, SHITAL	56.57	56.57	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22R0347	ASCARI, PATRICIA	279.69	279.69	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0348	NGA INC	50.00	50.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
D22R0349	CALIFORNIA ASSOCIATION FOR GIFTS	100.00	100.00	0122427101 5310	Title III Limited Engl Sunset / Dues and Memberships
D22R0350	RENAISSANCE LEARNING INC	459.00	459.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
D22R0351	OFFICE DEPOT BUSINESS SERVICE	39.08	39.08	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0352	SUPPLY MASTER	217.83	217.83	0153050799 4350	Business Administration DC / Materials and Supplies

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D22R0353	SUPPLY MASTER	2,516.43	2,516.43	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
D22R0354	ELECTROMEDICAL	71.55	71.55	0151354341 4350	Health Services / Materials and Supplies Office
D22R0355	RIGHT CONNECTION, THE	568.38	568.38	0111611129 4310	Math Science Olympiad Beechwd / Materials and Supplies
D22R0356	GONZALEZ, BITIA	190.60	190.60	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0357	PRO ED	353.88	353.88	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0358	WESTERN PSYCHOLOGICAL SERVICES	890.63	890.63	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0359	RIVERSIDE PUBLISHING COMPANY	194.75	194.75	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0360	TAYLOR, MELINDA	28.69	28.69	0151454391 4350	Special Services / Materials and Supplies Office
D22R0361	PEARSON ASSESSMENT INC	72.74	72.74	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0362	IMAGINE LEARNING	8,156.25	8,156.25	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
D22R0363	FULLERTON FIRE DEPARTMENT	1,967.98	1,967.98	0125257781 5800	Readiness Emergency Mgmt Admin / Other Contracted
D22R0364	DESAI, SHITAL	108.78	108.78	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0365	ENVIRONMENTAL NATURE CENTER	774.84	774.84	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
D22R0366	DIMICK, SANDI	32.61	32.61	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
D22R0367	HERNANDEZ, LETICIA	35.88	35.88	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0368	STAPLES 025724519	196.38	196.38	0125257781 4350	Readiness Emergency Mgmt Admin / Materials and
D22R0369	ASCARI, PATRICIA	60.70	60.70	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0370	COUNTY OF ORANGE	308.00	308.00	0111610109 5850	Donations Instr Acacia / Admission Fees
D22R0371	PENNYSAVER, THE	122.48	122.48	0152258749 5890	Personnel Commission Discret / Advertising for
D22R0372	SMITH, CARROLL	148.05	148.05	0130417103 4200	SBCP Instr Ladera Vista / Books Other Than Textbooks
D22R0373	EDUCATIONAL CONSULTING SERVICE	1,770.00	1,770.00	0109955279 5805	SSOAR Saturday School Admin / Consultants
D22R0374	SUPPLY MASTER	49.73	49.73	0125257781 4350	Readiness Emergency Mgmt Admin / Materials and
D22R0375	HECHT, GEOFF	65.63	65.63	0107423109 4310	Sports Prog Instr Parks / Materials and Supplies Instr
D22R0376	LONE KID SCREEN PRINTING	703.61	703.61	0107423109 4310	Sports Prog Instr Parks / Materials and Supplies Instr

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D22R0377	OFFICE DEPOT BUSINESS SERVICE	83.90	83.90	0152258749 4350	Personnel Commission Discret / Materials and Supplies
D22R0378	CDW.G	146.81	146.81	0125257781 4350	Readiness Emergency Mgmt Admin / Materials and
D22R0379	ORANGE CNTY DEPARTMENT OF EDUC	860.25	860.25	0111630109 5850	Fisler Donation Discretionary / Admission Fees
D22R0380	DIMICK, SANDI	21.74	21.74	0111926109 4310	Phelps Grant Rolling Hills / Materials and Supplies Instr
D22R0381	PEARSON ASSESSMENT INC	570.85	570.85	0111555103 4310	Gifted and Talented Education / Materials and Supplies
D22R0382	CTB MCGRAW HILL	1,692.48	1,692.48	0130252101 4310	Econ Impact Aid Instruct Distr / Materials and Supplies Instr
D22R0383	GENERAL BINDING CORP	325.00	325.00	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
D22R0384	WONG WEISEL, SUSAN	552.50	552.50	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
D22R0385	PERERA, HIMASHIE	86.64	86.64	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
D22R0386	SUPPLY MASTER	348.69	348.69	0141555219 4350	Fine Arts Resource Discret / Materials and Supplies Office
D22R0387	GENERAL BINDING CORP	107.00	107.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22R0388	EARTHQUAKE MANAGEMENT	712.20	712.20	8155050721 4350	EP Safety Mandates PR / Materials and Supplies Office
D22R0389	PAPER RECYCLING SHREDDING	300.00	300.00	0152950729 5899	Districtwide Expenditures / Other Expenses
D22R0390	STOLO, CHRISTINE	72.85	72.85	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
D22R0391	TOGO'S	700.00	700.00	0109555279 4350	Beckman Science Administration / Materials and Supplies
D22R0392	THEATREWORKS/USA	835.20	835.20	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
D22R0393	GOV CONNECTION	270.79	270.79	0141655109 4310	Fine Arts Donations Instr / Materials and Supplies Instr
D22R0394	RIGHT CONNECTION, THE	1,166.57	1,166.57	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
D22R0395	KNOTT'S BERRY FARM	1,152.00	1,152.00	0111611109 5850	Donations Instr Beechwood / Admission Fees
D22R0396	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0111611129 4310	Math Science Olympiad Beechwd / Materials and Supplies
D22R0397	GOV CONNECTION	116.36	116.36	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0398	UC REGENTS	1,500.00	750.00	0121752211 5805	Teacher Quality Instr Supv / Consultants
			750.00	0130417103 5805	SBCP Instr Ladera Vista / Consultants
D22R0399	SUPPLY MASTER	135.81	135.81	0153050799 4350	Business Administration DC / Materials and Supplies

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D22R0400	FULLERTON, CITY OF	57,105.00	57,105.00	0132952101 5805	Aftr Schl Ed Sfty Grt Cohort 6 / Consultants
D22R0401	BOYS AND GIRLS CLUB OF FULLERT	22,356.00	22,356.00	0132952101 5805	Aftr Schl Ed Sfty Grt Cohort 6 / Consultants
D22R0402	CYPRESS SCHOOL DISTRICT	6,400.00	6,400.00	0125257781 5800	Readiness Emergency Mgmt Admin / Other Contracted
D22R0403	AEROMARK	275.03	275.03	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22R0404	TOUCANED PUBLICATIONS	80.69	80.69	0141155109 4310	Staff Development Instr / Materials and Supplies Instr
D22R0405	LINGUI SYSTEMS INC	135.65	135.65	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
D22R0406	SCANTRON	3,265.18	3,265.18	0150655109 4310	STAR Test Instr (Mandate) DC / Materials and Supplies
D22R0407	WORLD BOOK EDUCATIONAL	400.00	400.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
D22R0408	TUMBLEBOOKS INC	239.40	239.40	0111729109 4310	Hourly Intervention Woodcrest / Materials and Supplies
D22R0409	AMERICAN RED CROSS	179.43	179.43	0151354341 4350	Health Services / Materials and Supplies Office
D22R0410	SOUTHERN CALIFORNIA RISK MANAG	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
D22S0118	PIONEER CHEMICAL COMPANY	231.09	231.09	0100000000 9320	Unrestricted / Stores
D22S0119	HARRIS OFFICE PRODUCTS	570.94	570.94	0100000000 9320	Unrestricted / Stores
D22S0120	PIONEER STATIONERS	1,795.36	1,795.36	0100000000 9320	Unrestricted / Stores
D22S0121	SOUTHWEST SCHOOL SUPPLY	156.60	156.60	0100000000 9320	Unrestricted / Stores
D22S0122	OFFICE DEPOT BUSINESS SERVICE	193.63	193.63	0100000000 9320	Unrestricted / Stores
D22S0123	CANNON SPORTS INC	721.51	721.51	0100000000 9320	Unrestricted / Stores
D22S0124	UNIPAK CORPORATION	9,090.47	9,090.47	0100000000 9320	Unrestricted / Stores
D22T0028	CUSTOM DESIGN UNIFORM CO	1,017.71	488.50	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
			529.21	0156656369 4362	Transportation Special Ed DC / Supplies Uniforms
D22T0029	QUALITY GLASS	48.94	48.94	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
D22V0040	CULVER NEWLIN INC	6,864.30	6,864.30	2567221859 6410	Fac Growth Dev Fees Orangethrp / New Equip Less Than
D22V0041	PHONAK HEARING SYSTEMS	2,597.64	123.57	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			2,474.07	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000

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D22V0042	APPLE COMPUTER INC.	2,285.36	20.66	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
			2,264.70	0152151749 6450	Personnel Serv Certificated DC / Repl Equip Less Than
D22V0043	APPLE COMPUTER INC.	1,223.04	1,223.04	0130229101 6410	Econ Impact Aid Woodcrest / New Equip Less Than
D22V0044	APPLE COMPUTER INC.	2,618.14	960.00	0125257781 6450	Readiness Emergency Mgmt Admin / Repl Equip Less
			500.00	0152657719 6450	Superintendent Discret / Repl Equip Less Than \$10,000
			1,158.14	0152757789 6450	Administrative Assistant DC / Repl Equip Less Than
D22V0045	ACCENT AWNINGS	2,800.00	2,800.00	0110326859 6200	Reimburse Rolling Hills Facili / Buildings and Improve of
D22V0046	APPLE COMPUTER INC.	1,254.58	1,254.58	0130426103 6410	SBCP Instr Rolling Hills / New Equip Less Than \$10,000
D22V0047	APPLE COMPUTER INC.	2,397.16	441.83	0107723109 4310	School Grants Parks / Materials and Supplies Instr
			1,955.33	0107723109 6410	School Grants Parks / New Equip Less Than \$10,000
D22V0048	APPLE COMPUTER INC.	11,999.91	10,000.00	0111920109 6410	Phelps Grant Nicolas / New Equip Less Than \$10,000
			1,999.91	0144220101 6410	Technology Donations Nicolas / New Equip Less Than
D22V0049	LOGICAL CHOICE TECHNOLOGIES	14,082.87	10,000.00	0130217101 6410	Econ Impact Aid Ladera Vista / New Equip Less Than
			2,862.30	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
			1,220.57	0134517101 6410	English Lang Acq Prg Ladera Vi / New Equip Less Than
D22V0050	TROXELL COMMUNICATIONS	542.66	542.66	0130426103 6410	SBCP Instr Rolling Hills / New Equip Less Than \$10,000
D22V0051	APPLE COMPUTER INC.	953.74	31.54	0111717109 4310	Hourly Intervention Ladera Vis / Materials and Supplies
			922.20	0111717109 6410	Hourly Intervention Ladera Vis / New Equip Less Than
D22V0052	GOV CONNECTION	958.09	958.09	0121221101 6410	Title I Orangethorpe Instr / New Equip Less Than \$10,000
D22V0053	PERSONALIZED DOORMATS COMPANY,	1,076.63	1,076.63	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
D22V0054	GOV CONNECTION	1,916.18	572.00	0130217101 6410	Econ Impact Aid Ladera Vista / New Equip Less Than
			1,344.18	0130417103 6410	SBCP Instr Ladera Vista / New Equip Less Than \$10,000
D22V0055	APPLE COMPUTER INC.	727.58	31.54	0130417103 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
			696.04	0130417103 6410	SBCP Instr Ladera Vista / New Equip Less Than \$10,000
D22X0331	STATER BROS	500.00	500.00	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
D22X0332	AUTISM SPECTRUM CONSULTANTS IN	6,348.15	6,348.15	0115554101 5866	Non Public Schools / Nonpublic Agency Services

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D22X0333	AUTISM SPECTRUM CONSULTANTS IN	5,602.62	5,602.62	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0334	AUTISM SPECTRUM CONSULTANTS IN	87,188.20	87,188.20	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0337	ALBERTSON'S INC	200.00	200.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22X0338	SPRINT PCS	382.34	382.34	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
D22X0339	BARNES AND NOBLE INC	200.00	200.00	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22X0340	SCHOLASTIC BOOK FAIRS	2,377.00	2,377.00	0111625109 4310	Richman Donation Discretionary / Materials and Supplies
D22X0341	COSTCO WHOLESALE	500.00	500.00	0111617109 4310	Donations Instr Ladera Vista / Materials and Supplies Instr
D22X0342	ALBERTSON'S INC	500.00	500.00	0111617109 4310	Donations Instr Ladera Vista / Materials and Supplies Instr
D22X0343	BARNES AND NOBLE INC	300.00	300.00	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
D22X0344	PACIFIC CHILD AND FAMILY	1,890.00	1,890.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0345	PACIFIC CHILD AND FAMILY	3,240.00	3,240.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0346	PACIFIC CHILD AND FAMILY	24,955.00	24,955.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0347	AUTISM COMPREHENSIVE EDUCATION	4,750.00	4,750.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0348	GALLAGHER PEDIATRIC THERAPY	498.00	498.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0349	GALLAGHER PEDIATRIC THERAPY	498.00	498.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0350	GALLAGHER PEDIATRIC THERAPY	6,142.00	6,142.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0351	ACTION LEARNING SYSTEMS INC	45,000.00	45,000.00	0121220101 5805	Title I Nicolas Instruction / Consultants
D22X0352	SPRINT PCS	600.00	600.00	0109722109 5800	Suppl Grant Support Pacific Dr / Other Contracted Services
D22X0353	SPRINT PCS	1,000.00	1,000.00	0130228101 5630	Econ Impact Aid Valencia Park / Rents and Leases
D22X0354	EDUCATIONAL CONSULTING SERVICE	25,000.00	25,000.00	0109955279 5805	SSOAR Saturday School Admin / Consultants
D22X0355	STAPLES 025724519	1,000.00	1,000.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22X0356	PROFESSIONAL TUTORS OF AMERICA	28,000.00	28,000.00	0121252101 5805	Title I District Instruction / Consultants
D22X0357	CLUB Z!	79,000.00	79,000.00	0121252101 5805	Title I District Instruction / Consultants
D22X0358	ACTION LEARNING SYSTEMS INC	10,000.00	10,000.00	0121352101 5805	ARRA Title I Dist Instruction / Consultants

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D22X0359	ACTION LEARNING SYSTEMS INC	9,000.00	9,000.00	0121352101 5805	ARRA Title I Dist Instruction / Consultants
D22X0360	LEARNING PARTNERS INC	30,000.00	30,000.00	0121252101 5805	Title I District Instruction / Consultants
D22Y0025	TRANSPORTATION CHARTER	40,000.00	40,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
D22Y0026	ORANGE UNIFIED SCHOOL DISTRICT	10,000.00	10,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
D22Y0027	SILVER STATE COACH INC	10,000.00	10,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
	Fund 01 Total:	888,666.83			
	Fund 12 Total:	3,640.05			
	Fund 25 Total:	9,793.30			
	Fund 68 Total:	9,187.50			
	Fund 81 Total:	712.20			
	Total Amount of Purchase Orders:	911,999.88			

FULLERTON ELEMENTARY
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D22D0285	S&S WORLDWIDE INC	97.74	+11.85	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22M0015	ADVTECH ENVIRONMENTAL INC	7,987.50	+1,950.00	8152451741 5805	Property and Liability / Consultants
D22M0043	JENSEN COMPANY, R	89,785.39	-12,214.61	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22M0058	BYERLY INC, JOHN R	1,683.75	+925.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22R0230	CDW.G	195.75	+13.96	0153050799 4350	Business Administration DC / Materials and Supplies Office
D22R0247	CDW.G	48.94	+3.49	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
D22R0302	CDW.G	117.45	+4.81	6855158741 4350	American Disability Act DC / Materials and Supplies Office
D22S0064	OFFICE DEPOT BUSINESS SERVICE	1,215.93	-442.79	0100000000 9320	Unrestricted / Stores
D22X0048	PARENT INSTITUTE FOR QUALITY E	12,720.00	+2,720.00	0134520101 5805	English Lang Acq Prg Nicolas / Consultants
D22X0060	CANON USA INC	1,050.00	+350.00	0130228101 5630	Econ Impact Aid Valencia Park / Rents and Leases
D22X0119	IRVINE THERAPY SERVICES	10,638.00	+5,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0122	ORALINGUA SCHOOL	33,015.00	+1,540.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0125	SEEK EDUCATION INC	3,372.50	+1,885.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0133	AUTISM COMPREHENSIVE EDUCATION	22,265.00	-20,161.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0135	AUTISM COMPREHENSIVE EDUCATION	10,562.00	-5,102.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0144	AUTISM COMPREHENSIVE EDUCATION	17,170.00	+2,760.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0162	VERIZON WIRELESS	400.00	+200.00	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
D22X0189	PEPPER MUSIC, J W	440.00	+40.00	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
D22X0214	KONICA MINOLTA BUSINESS SOLUTI	5,150.00	-350.00	0130228101 5630	Econ Impact Aid Valencia Park / Rents and Leases
D22X0285	IRVINE THERAPY SERVICES	1,950.00	+450.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22Y0003	FULLERTON SMOG CENTER	1,400.00	+200.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
D22Y0009	TAIT ENVIRONMENTAL SYSTEMS	3,900.00	+750.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+750.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22Y0012	FLEET SERVICES INC	3,000.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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			+500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
D22Y0015	WESTRUX	2,200.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+400.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
D22Z0029	GRAINGER INC, WW	3,000.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22Z0066	TRAFFIC CONTROL SERVICE INC	1,500.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22Z0068	US AIRCONDITIONING DISTRIBUTOR	2,000.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		-4,492.84		
	Fund 12 Total:		11.85		
	Fund 21 Total:		-11,289.61		
	Fund 68 Total:		4.81		
	Fund 81 Total:		1,950.00		
	Total Amount of Change Orders:		-13,815.79		

Full Elem CFD2000-01
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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

01/19/2010

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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

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

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BOARD OF TRUSTEES

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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

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: January 19, 2010

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

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

PREPARED BY: Lisa Reynoso, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 120453 THROUGH 120568, OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED DJ-120007 AND GS-120005, AND PROCESSED FOOD AND COMMODITY PURCHASE ORDER NUMBER GS-120006 FOR THE 2009/2010 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated November 17, 2009, through December 18, 2009, contains purchase orders numbered 120453 through 120568, out-of-date sequence purchase orders numbered DJ-120007 and GS-120005, and processed food and commodity purchase order number GS-120006 for the 2009/2010 school year totaling \$368,467.49.

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 120453 through 120568, out-of-date sequence purchase orders numbered DJ-120007 and GS-120005, and processed food and commodity purchase order number GS-120006 for the 2009/2010 school year.

GC:LR:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
11-17-09 through 12-18-09

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
11/1/2009	DJ Co-ops	DJ-120007	Commodity	677.70
11/1/2009	Gold Star Foods	GS-120005	Commodity	522.71
Processed Food & Commodity P.O.'s				
12/1/2009	Gold Star Foods	GS-120006	Commodity	369.07
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				1,200.41
Total Processed Food & Commodity P.O.'s				369.07
Total Purchase Orders from Purchase Order Summary Report				366,898.01
TOTAL PURCHASE ORDERS				\$ 368,467.49

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120453	11/17/2009	P & R	65	0	99
120454	11/19/2009	P & R	54	0	90
120455	11/19/2009	Petty Cash	263	0	90
		Petty Cash Replenishment			
120456	11/19/2009	Joseph Webb Foods, Inc.	953	0	99
120457	11/19/2009	P & R	299	0	99
120458	11/19/2009	Campus Foods	1,529	0	99
120459	11/19/2009	Gold Star Foods	1,468	0	90
		Dec Lunch Order			
120460	11/20/2009	A & R Distributors	395	375	99
		Jan Lunch Menu			
120461	11/20/2009	A & R Distributors	933	0	99
		Jan Lunch Menu			
120462	11/20/2009	A & R Distributors	563	0	99
		Jan Lunch Menu			
120463	11/20/2009	Gold Star Foods	6,883	0	99
		Jan Lunch menu			
120464	11/20/2009	Gold Star Foods	7,038	0	99
		Jan Lunch Menu			
120465	11/20/2009	ASR Food Distributors, Inc.	58	0	99
		Jan Lunch Menu			
120466	11/20/2009	ASR Food Distributors, Inc.	1,111	0	99
		Jan Lunch Menu			
120467	11/20/2009	ASR Food Distributors, Inc.	4,657	0	99
		Jan Lunch Menu			
120468	11/20/2009	ASR Food Distributors, Inc.	5,234	0	99
		Jan Lunch Menu			
120469	11/20/2009	Campus Foods	928	0	99
		Jan Lunch Menu			
120470	11/20/2009	Campus Foods	929	0	99
		Jan Lunch Menu			
120471	11/20/2009	Campus Foods	1,349	0	99
		Jan Lunch Menu			
120472	11/20/2009	Campus Foods	1,433	0	99
		Jan Lunch Menu			
120473	11/20/2009	Joseph Webb Foods, Inc.	329	0	99
		Jan Lunch menu			
120474	11/20/2009	Joseph Webb Foods, Inc.	1,013	0	99
		Jan Lunch Menu			
120475	11/20/2009	Joseph Webb Foods, Inc.	1,132	0	99
		Jan Lunch Menu			

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120476	11/20/2009	Gold Star Foods Jan Lunch Menu	10,010	0	99
120477	11/20/2009	Gold Star Foods Jan Lunch Menu	103	0	90
120478	11/20/2009	Gold Star Foods Jan Lunch Menu	103	0	90
120479	11/20/2009	Gold Star Foods Jan Lunch Menu	103	0	90
120480	11/20/2009	Gold Star Foods Jan Lunch menu	8,543	0	99
120481	11/20/2009	Gold Star Foods Jan Lunch Menu	5,198	0	99
120482	11/30/2009	Gold Star Foods	2,001	0	99
120483	11/30/2009	Swisher	2,434	0	99
120484	11/30/2009	TechRoom 2 Back up Drives for the server (320GB)	295	0	90
120485	11/30/2009	Swift Produce Inv#523227, 523254	627	166	90
120486	11/30/2009	Swift Produce Inv#523327	319	0	90
120487	11/30/2009	Swift Produce Inv#523377	391	0	90
120488	11/30/2009	Swift Produce Inv#523429, 523421	317	38	90
120489	11/30/2009	ASR Food Distributors, Inc.	4,170	0	99
120490	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,401	0	10
120491	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,481	0	11
120492	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,437	0	12
120493	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,384	0	13
120494	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,384	0	15
120495	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,420	0	16
120496	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	2,116	0	17
120497	11/30/2009	Driftwood Dairy Dairy purchaes for December, 2009	1,384	0	18
120498	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,463	0	19

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120499	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	2,437	0	20
120500	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,770	0	21
120501	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,789	508	22
120502	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,803	0	23
120503	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,475	0	24
120504	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	2,340	0	25
120505	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,425	0	26
120506	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,384	0	27
120507	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,798	0	28
120508	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,443	0	29
120509	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	1,441	0	30
120510	11/30/2009	Driftwood Dairy Dairy purchases for December, 2009	2,115	0	90
120511	12/01/2009	Trade Supplies	2,537	251	99
120512	12/01/2009	P & R	477	0	99
120513	12/02/2009	Calif. School Nutrition Assoc. State and Chapter Dues - Amanda 11/1/09-10/31/10	45	45	90
120514	12/02/2009	Premier Food Safety Premier Food Safety Class for 15 People	1,710	0	90
120515	12/07/2009	Swift Produce Inv#523535, 523564	1,373	884	90
120516	12/07/2009	Swift Produce Inv#523658	215	0	90
120517	12/07/2009	Swift Produce Inv#523735	74	0	90
120518	12/07/2009	Swift Produce Inv#523835	113	0	90
120519	12/07/2009	Swift Produce Inv#523908	377	0	90
120520	12/08/2009	Joseph Webb Foods, Inc.	47	0	99
120521	12/08/2009	ASR Food Distributors, Inc.	1,039	0	90

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120522	12/09/2009	Otis Spunkmeyer, Inc.	514	0	99
120523	12/09/2009	Joseph Webb Foods, Inc.	96	0	99
120524	12/09/2009	ASR Food Distributors, Inc.	1,273	0	99
120525	12/09/2009	A & R Distributors	1,240	0	99
120526	12/09/2009	A & R Distributors	673	0	99
120527	12/11/2009	Joseph Webb Foods, Inc.	79	0	99
120528	12/11/2009	Fullerton School District Estimated Payroll	177,730	0	90
120529	12/11/2009	Campus Foods	1,199	0	99
120530	12/11/2009	Swift Produce	1,042	751	90
		Inv#524010, 523839			
120531	12/11/2009	Swift Produce	237	166	90
		Inv#524044, 524033			
120532	12/15/2009	Chefs' Toys	1,697	0	90
		Ice-O-Matic for Nutrition Center			
120533	12/15/2009	Schoolhouse Software, Inc.	211	0	90
		AC Adapter			
120534	12/16/2009	Campus Foods	2,127	0	99
120535	12/16/2009	Gold Star Foods	2,795	0	99
120536	12/16/2009	ASR Food Distributors, Inc.	108	0	99
120537	12/16/2009	A & R Distributors	3,656	0	99
120538	12/16/2009	P & R	45	0	99
120539	12/16/2009	P & R	280	0	99
120540	12/16/2009	Calif. School Nutrition Assoc. Renewal membership dues for Lisa Reynoso	140	140	90
120541	12/16/2009	Swift Produce	175	0	90
		Inv#524113			
120542	12/16/2009	White Rhino Graphics Acknowledgment # 214969	1,831	0	90
120543	12/16/2009	White Rhino Graphics Acknowledgment # 214970	1,651	0	90
120544	12/16/2009	Calif. School Nutrition Assoc. CSNA Annual Conference registration for Lisa R.	280	0	90

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120545	12/17/2009	Swift Produce iNV#524148	14	0	90
120546	12/18/2009	Ecolab, Inc, Replace broken parts	308	0	90
120547	12/18/2009	Swift Produce Inv#524164	94	0	90
120548	12/18/2009	A & R Distributors Feb Lunch Menu	683	0	99
120549	12/18/2009	A & R Distributors Feb Lunch Menu	679	0	99
120550	12/18/2009	ASR Food Distributors, Inc. Feb Lunch Menu	2,703	0	99
120551	12/18/2009	ASR Food Distributors, Inc. Feb Lunch Menu	5,314	0	99
120552	12/18/2009	ASR Food Distributors, Inc. Feb Lunch Menu	1,058	0	99
120553	12/18/2009	ASR Food Distributors, Inc. Feb Lunch Menu	979	0	90
120554	12/18/2009	ASR Food Distributors, Inc. Feb Lunch Menu	58	0	99
120555	12/18/2009	ASR Food Distributors, Inc. Feb Lunch Menu	1,860	0	99
120556	12/18/2009	Campus Foods Feb Lunch Menu	1,078	0	99
120557	12/18/2009	Campus Foods Feb Lunch Menu	1,272	0	99
120558	12/18/2009	Gold Star Foods Feb Lunch Menu	96	0	90
120559	12/18/2009	Gold Star Foods Feb Lunch Menu	2,342	0	99
120560	12/18/2009	Gold Star Foods Feb Lunch Menu	4,343	0	90
120561	12/18/2009	Gold Star Foods Feb Lunch Menu	8,127	0	99
120562	12/18/2009	Gold Star Foods Feb Lunch Menu	3,036	0	99
120563	12/18/2009	Gold Star Foods Feb Lunch Menu	96	0	90
120564	12/18/2009	Gold Star Foods Feb Lunch Menu	5,611	0	99
120565	12/18/2009	Gold Star Foods Feb Lunch Menu	6,752	0	99
120566	12/18/2009	Gold Star Foods feb lunch menu	4,343	0	90
120567	12/18/2009	Joseph Webb Foods, Inc. Feb Lunch Menu	784	0	99

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120568	12/18/2009	Joseph Webb Foods, Inc. Feb Lunch Menu	329	0	99

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P U R C H A S E O R D E R S U M M A R Y

(11/17/2009 - 12/18/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	120460	11/20/2009	0.00	394.96	0.00	0.00	394.96
	120461	11/20/2009	0.00	932.75	0.00	0.00	932.75
	120462	11/20/2009	0.00	562.50	0.00	0.00	562.50
	120525	12/09/2009	0.00	1,240.00	0.00	0.00	1,240.00
	120526	12/09/2009	0.00	673.00	0.00	0.00	673.00
	120537	12/16/2009	0.00	3,655.68	0.00	0.00	3,655.68
	120548	12/18/2009	0.00	682.50	0.00	0.00	682.50
	120549	12/18/2009	0.00	678.98	0.00	0.00	678.98
			0.00	8,820.37	0.00	0.00	8,820.37
ASR Food Distributors, Inc.	120465	11/20/2009	0.00	58.00	0.00	0.00	58.00
	120466	11/20/2009	0.00	1,110.90	0.00	0.00	1,110.90
	120467	11/20/2009	0.00	4,657.35	0.00	0.00	4,657.35
	120468	11/20/2009	0.00	5,234.48	0.00	0.00	5,234.48
	120489	11/30/2009	0.00	4,169.72	0.00	0.00	4,169.72
	120521	12/08/2009	0.00	0.00	0.00	1,038.50	1,038.50
	120524	12/09/2009	0.00	1,273.11	0.00	0.00	1,273.11
	120536	12/16/2009	0.00	107.88	0.00	0.00	107.88
	120550	12/18/2009	0.00	2,703.02	0.00	0.00	2,703.02
	120551	12/18/2009	0.00	5,313.93	0.00	0.00	5,313.93
	120552	12/18/2009	0.00	1,058.00	0.00	0.00	1,058.00
	120553	12/18/2009	0.00	979.20	0.00	0.00	979.20
	120554	12/18/2009	0.00	58.00	0.00	0.00	58.00
	120555	12/18/2009	0.00	1,860.48	0.00	0.00	1,860.48
				0.00	28,584.07	0.00	1,038.50
Calif. School Nutrition Assoc.	120513	12/02/2009	0.00	0.00	0.00	45.00	45.00
	120540	12/16/2009	0.00	0.00	0.00	140.00	140.00
	120544	12/16/2009	0.00	0.00	0.00	280.00	280.00
			0.00	0.00	0.00	465.00	465.00
Campus Foods	120458	11/19/2009	0.00	1,529.28	0.00	0.00	1,529.28
	120469	11/20/2009	0.00	792.00	0.00	0.00	792.00
	120470	11/20/2009	0.00	929.15	0.00	0.00	929.15
	120471	11/20/2009	0.00	1,349.40	0.00	0.00	1,349.40
	120472	11/20/2009	0.00	1,433.28	0.00	0.00	1,433.28
	120529	12/11/2009	0.00	1,198.80	0.00	0.00	1,198.80
	120534	12/16/2009	0.00	2,127.20	0.00	0.00	2,127.20
	120556	12/18/2009	0.00	1,077.90	0.00	0.00	1,077.90
	120557	12/18/2009	0.00	1,271.55	0.00	0.00	1,271.55
			0.00	11,708.56	0.00	0.00	11,708.56

* Totals Are Rounded

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Fullerton School District
 Food Services
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Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Chefs' Toys	120532	12/15/2009	0.00	0.00	0.00	1,696.84	1,696.84
			0.00	0.00	0.00	1,696.84	1,696.84
Driftwood Dairy	120490	11/30/2009	0.00	0.00	0.00	1,400.53	1,400.53
	120491	11/30/2009	0.00	0.00	0.00	1,481.05	1,481.05
	120492	11/30/2009	0.00	0.00	0.00	1,437.09	1,437.09
	120493	11/30/2009	0.00	0.00	0.00	1,384.40	1,384.40
	120494	11/30/2009	0.00	0.00	0.00	1,384.40	1,384.40
	120495	11/30/2009	0.00	0.00	0.00	1,419.53	1,419.53
	120496	11/30/2009	0.00	0.00	0.00	2,116.30	2,116.30
	120497	11/30/2009	0.00	0.00	0.00	1,384.40	1,384.40
	120498	11/30/2009	0.00	0.00	0.00	1,463.40	1,463.40
	120499	11/30/2009	0.00	0.00	0.00	2,437.16	2,437.16
	120500	11/30/2009	0.00	0.00	0.00	1,770.00	1,770.00
	120501	11/30/2009	0.00	0.00	0.00	1,788.90	1,788.90
	120502	11/30/2009	0.00	0.00	0.00	1,802.90	1,802.90
	120503	11/30/2009	0.00	0.00	0.00	1,474.99	1,474.99
	120504	11/30/2009	0.00	0.00	0.00	2,340.00	2,340.00
	120505	11/30/2009	0.00	0.00	0.00	1,425.00	1,425.00
	120506	11/30/2009	0.00	0.00	0.00	1,384.40	1,384.40
	120507	11/30/2009	0.00	0.00	0.00	1,798.40	1,798.40
	120508	11/30/2009	0.00	0.00	0.00	1,443.40	1,443.40
	120509	11/30/2009	0.00	0.00	0.00	1,441.40	1,441.40
	120510	11/30/2009	0.00	480.00	0.00	1,634.93	2,114.93
			0.00	480.00	0.00	34,212.58	34,692.58
Ecolab, Inc,	120546	12/18/2009	0.00	0.00	0.00	307.55	307.55
			0.00	0.00	0.00	307.55	307.55
Fullerton School District	120528	12/11/2009	0.00	0.00	0.00	177,729.64	177,729.64
			0.00	0.00	0.00	177,729.64	177,729.64
Gold Star Foods	120459	11/19/2009	0.00	1,467.95	0.00	0.00	1,467.95
	120463	11/20/2009	0.00	6,883.41	0.00	0.00	6,883.41
	120464	11/20/2009	0.00	7,037.92	0.00	0.00	7,037.92
	120476	11/20/2009	0.00	10,009.71	0.00	0.00	10,009.71
	120477	11/20/2009	0.00	102.60	0.00	0.00	102.60
	120478	11/20/2009	0.00	102.60	0.00	0.00	102.60
	120479	11/20/2009	0.00	102.60	0.00	0.00	102.60
	120480	11/20/2009	0.00	8,543.03	0.00	0.00	8,543.03
	120481	11/20/2009	0.00	5,197.79	0.00	0.00	5,197.79
	120482	11/30/2009	0.00	2,001.26	0.00	0.00	2,001.26

* Totals Are Rounded

Fullerton School District

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PURCHASE ORDER SUMMARY

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Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Gold Star Foods	120535	12/16/2009		0.00	2,794.60	0.00	2,794.60
	120558	12/18/2009		0.00	95.76	0.00	95.76
	120559	12/18/2009		0.00	2,341.74	0.00	2,341.74
	120560	12/18/2009		0.00	4,342.80	0.00	4,342.80
	120561	12/18/2009		0.00	8,126.65	0.00	8,126.65
	120562	12/18/2009		0.00	3,036.11	0.00	3,036.11
	120563	12/18/2009		0.00	95.76	0.00	95.76
	120564	12/18/2009		0.00	5,610.60	0.00	5,610.60
	120565	12/18/2009		0.00	6,751.62	0.00	6,751.62
	120566	12/18/2009		0.00	4,342.80	0.00	4,342.80
			0.00	78,987.29	0.00	0.00	78,987.29
Joseph Webb Foods, Inc.	120456	11/19/2009		0.00	952.74	0.00	952.74
	120473	11/20/2009		0.00	329.13	0.00	329.13
	120474	11/20/2009		0.00	1,012.86	0.00	1,012.86
	120475	11/20/2009		0.00	1,132.02	0.00	1,132.02
	120520	12/08/2009		0.00	47.48	0.00	47.48
	120523	12/09/2009		0.00	0.00	96.08	96.08
	120527	12/11/2009		0.00	79.03	0.00	79.03
	120567	12/18/2009		0.00	783.90	0.00	783.90
	120568	12/18/2009		0.00	329.13	0.00	329.13
			0.00	4,666.29	0.00	96.08	4,762.37
Otis Spunkmeyer, Inc.	120522	12/09/2009		0.00	514.32	0.00	514.32
				0.00	514.32	0.00	514.32
P & R	120453	11/17/2009		0.00	0.00	64.98	64.98
	120454	11/19/2009		0.00	0.00	58.81	58.81
	120457	11/19/2009		0.00	0.00	298.71	298.71
	120512	12/01/2009		0.00	0.00	476.91	476.91
	120538	12/16/2009		0.00	0.00	44.85	44.85
	120539	12/16/2009		0.00	0.00	280.29	280.29
			0.00	0.00	1,224.54	0.00	1,224.54
Petty Cash	120455	11/19/2009		0.00	92.61	0.00	170.86
				0.00	92.61	0.00	170.86
Premier Food Safety	120514	12/02/2009		0.00	0.00	0.00	1,710.00
				0.00	0.00	0.00	1,710.00

* Totals Are Rounded

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Fullerton School District
 Food Services
 PURCHASE ORDER SUMMARY
 (11/17/2009 - 12/18/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Schoolhouse Software, Inc.	120533	12/15/2009		0.00	0.00	210.75	210.75
				0.00	0.00	210.75	210.75
Swift Produce	120485	11/30/2009		0.00	165.60	461.45	627.05
	120486	11/30/2009		0.00	0.00	319.05	319.05
	120487	11/30/2009		0.00	0.00	391.36	391.36
	120488	11/30/2009		0.00	0.00	316.70	316.70
	120515	12/07/2009		0.00	552.00	820.73	1,372.73
	120516	12/07/2009		0.00	0.00	215.10	215.10
	120517	12/07/2009		0.00	0.00	73.65	73.65
	120518	12/07/2009		0.00	0.00	112.76	112.76
	120519	12/07/2009		0.00	0.00	377.35	377.35
	120530	12/11/2009		0.00	588.80	453.52	1,042.32
	120531	12/11/2009		0.00	165.60	71.55	237.15
	120541	12/16/2009		0.00	0.00	174.80	174.80
	120545	12/17/2009		0.00	0.00	13.90	13.90
	120547	12/18/2009		0.00	0.00	94.25	94.25
				0.00	1,472.00	3,896.17	5,368.17
Swisher	120483	11/30/2009		0.00	0.00	2,433.83	2,433.83
				0.00	0.00	2,433.83	2,433.83
TechRoom	120484	11/30/2009		0.00	0.00	295.00	295.00
				0.00	0.00	295.00	295.00
Trade Supplies	120511	12/01/2009		0.00	2,537.21	0.00	2,537.21
				0.00	2,537.21	0.00	2,537.21
White Rhino Graphics	120542	12/16/2009		0.00	0.00	1,831.19	1,831.19
	120543	12/16/2009		0.00	0.00	1,716.78	1,716.78
				0.00	0.00	3,547.97	3,547.97
				0.00	135,325.51	3,761.75	227,810.75
							366,898.01

* Totals Are Rounded

CONSENT ITEM

DATE: January 19, 2010

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 72153 THROUGH 72554 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$2,058,095.96

Background: Board approval is requested for warrants numbered 72153 through 72554 for the 2009/2010 school year. The total amount presented for approval is \$2,058,095.96.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,997,090.17
12 Child Development	8,015.30
14 Deferred Maintenance	0
21 Building Fund	910.00
23 G.O. Bond 2002B	0
25 Capital Facilities	4,449.46
40 Special Reserve	0
68 Workers' Compensation	45,500.68
81 Property/Liability Insurance	2,130.35
Total	<u>\$2,058,095.96</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 72153 through 72554 for the 2009/2010 school year in the amount of \$2,058,095.96.

GC:SS:ds

CONSENT ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7339 THROUGH 7410 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$266,200.32**

Background: Board approval is requested for Nutrition Services warrants numbered 7339 through 7410 for the 2009/2010 school year. The total amount presented for approval is \$266,200.32. Warrant number 7396 was voided.

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 7339 through 7410 for the 2009/2010 school year totaling \$266,200.32.

GC:LR:dlh

CONSENT ITEM

DATE: January 19, 2010

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 – DECEMBER 31, 2009)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1 - December 31, 2009).

MD:Im
Attachment

2009-2010 Second Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District: Fullerton School District

Person completing this form: Lorraine Martinez

Title: Administrative Secretary, Personnel Services

- | | | |
|-------------------------------------|-------------------------------------------|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 July 1 to September 30, 2009 | Report due by October 30, 2009 |
| <input checked="" type="checkbox"/> | Quarter #2 October 1 to December 31, 2009 | Report due by January 29, 2010 |
| <input type="checkbox"/> | Quarter #3 January 1 to March 31, 2010 | Report due by April 30, 2010 |
| <input type="checkbox"/> | Quarter #4 April 1 to June 30, 2010 | Report due by July 30, 2010 |

Date for information to be reported publicly at governing board meeting: _____

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
Textbook and Instructional Material	0		
Teacher Vacancy or Misassignment	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	N/A		
TOTALS	0		

Print name of Superintendent: Dr. Mitch Hovey

Signature of Superintendent: _____

Date: _____

Please submit to:

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

CONSENT ITEM

DATE: January 19, 2010
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.

Margarita Hernandez – Classes taken through Fullerton College. CDES 121AF–Introduction to Early Childhood Teaching and CDES 121BF–Introduction to Early Childhood Teaching Lab. Total amount payable \$174.75.

Teresa Mejia – Classes taken through Santa Ana College. Fundamentals of Biology 109 and Biology Lab 109. Total amount payable \$231.58.

Melinda Taylor – Classes taken through Cerritos College. CD 139–Observation, Assessment and Positive Guidance of Childhood Behavior and SL 102–Sign Language 2. Total amount payable \$349.91.

Yvonne Uranga – Classes taken through California State University, Fullerton. English 303 - Structure Modern English, LBST 304-Liberal Studies in Sciences, LBST 401–Knowledge in Arts and Science, and SPED 271–Exceptional Individuals. Total amount payable \$500.00

Naidene Warren – Classes taken through Fullerton College. PE 243–Stress Management and Sociology 102–Social Problems. Total amount payable \$209.53.

Jennifer Zuloaga – Classes taken through California State University, Fullerton. EDEL 325-Cultural Pluralism Elementary Schools, PSYC 305-Cognitive Psychology, PSYC 300-Computer Applications in Psychology and PSYC 362–Psychology of Aging. 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.

Funding: Employee reimbursements are funded from the District's tuition reimbursement budget number 01522587495885. \$15,500.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

MD:KC:ph

CONSENT ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on January 11, 2010.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 1/11/2010
PRESENTED TO THE BOARD OF TRUSTEES: 1/19/2010

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Bhupatkumar	Patel	Instr. Asst./Rec./sub	Change classification from IA/SE/sub	12/01/09	99		999	B11/1
Jana	Benavides	After School Site Lead	Change last name from Mosqueda	12/16/09	60	8.00		
Judy	Willey	Personnel Tech. I	Deceased	12/18/09	51	8.00	521	B23/6
Reina	Osorio	Bus Driver	Employ Thanksgiving break	11/23/09	56		566	B21/5
Maria	Quinones	Bus Driver	Employ Thanksgiving break	11/23/09	56		566	B21/6
Maria	Aguilera	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Bobbi	Bowles	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Kristi	Nakamura	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Nicole	Nowell	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Orhue	Ogbebor	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Christina	Peniche	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Lisa	Pichardo	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Alicia	Recob	Instr. Asst./Rec./LT	Hire limited term	01/04/10	28	3.00	117/224	B11/1
Lorraine	Martinez	Admin. Secretary	Hire probationary status	12/30/09	51	8.00	521	M03/1
Mabel	Pena	Instr. Asst./BB	Hire probationary status	01/04/10	20	16.0/wk	224	B14/1
Valerie	Culpepper	AVID Tutor	Hire regular status	01/06/10	20	6.0/wk	117	\$10.00
Louis	Laguna	Custodian I/sub	Hire substitute status	01/06/10	53		542	B17/1
Lanh	Lam	Food Serv. Asst. I/sub	Hire substitute status	12/04/09	90		606	B08/1
Veronica	Carriedo	Food Service Asst. I/sub	Hire substitute status	01/04/10	90		606	B08/1
Guillermo	Melendez	HVAC Tech/Cust. I/sub	Hire substitute status	12/22/09	53		542/533	B17/1
Rochelle	Day	Instr. Asst./Rec./sub	Hire substitute status	12/04/09	99		999	B11/1
Gloria	Rodriguez	Instr. Asst./Rec./sub	Hire substitute status	01/12/10	21		999	B11/1
Ashley	Gross	Instr. Asst./SE/sub	Hire substitute status	01/22/10	99		999	B14/1
Kathryn	Fagundo	Instr. Asst./Tech./sub	Hire substitute status	01/28/09	99		999	B14/1
Guadalupe	Diaz Prado	Playground Sup./sub	Hire substitute status	11/23/09	30		100	B11/1
Chelsea	Davis	Transporter/sub	Hire substitute status	11/30/09	55		415	B20/1
Karren	Martin	Instr. Asst./SE I	Increase hours from 15 to 15.5/wk	08/31/09	15	15.5/wk	120	B14/3
Uriel	Espinoza	Instr. Asst./BB	Increase hours from 16.25/wk	11/30/09	60	19.5/wk	329	B14/2
Alberti	Paz	Instr. Asst./BB	Increase hours from 16.25/wk	11/30/09	60	19.5/wk	329	B14/4
Tanya	Garcia	Instr. Asst./Rec.	Increase hours from 16.25/wk	11/30/09	60	19.5/wk	329	B11/2
Monica	Ruiz Escobar	Instr. Asst./Rec.	Increase hours from 16.25/wk	11/30/09	60	19.5/wk	329	B14/2
Angela	Naranjo	Instr. Asst./Rec.	Increase hours from 18.75/wk	11/30/09	60	19.5/wk	329	B11/6
Dominic	Wragg	Instr. Asst./Rec.	Increase hours from 18.75/wk	11/30/09	60	19.5/wk	329	B11/4
Mariana	Pharris	Instr. Asst./SE II A	Related class transfer/ add 2% stipend	09/01/09	20	6.00	121	B14/6
Karin	Schubert	Instr. Asst./SE II A	Related class transfer/ add 2% stipend	10/22/09	29	6.00	241	B14/6
Elizabeth	Vosseler	Instr. Asst./SE II A	Related class transfer/ add 2% stipend	09/01/09	29	6.00	241	B14/3
Raul	Vargas	Gardener	Remove working out of class/Custodian II	12/11/09	53	8.00	547	B19/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 1/11/2010
PRESENTED TO THE BOARD OF TRUSTEES: 1/19/2010

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Scott	Hutchinson	Instr. Asst./Rec.	Resignation	11/30/09	60	1.50		B11/4
Ashley	Gross	Instr. Asst./SE I	Resignation	01/22/10	29	6.00	121	B14/5
Kathryn	Fagundo	Instr. Asst./Tech.	Resignation	01/28/10	16	15.0/wk		B14/4
Gloria	Rodriguez	Instr. Asst./Rec.	Resignation	01/12/10	21	18.0/wk		B11/2
Ashley	Gross	Instr. Asst./SE I	Resignation	01/22/10	29	6.00	121	B14/5
Eva	Hampton	Instr. Asst./BB	Resignation	12/08/09	60	19.75/wk	329	B14/3
Stephanie	Agudo	Instr. Asst./Rec.	Resignation on probation	12/11/09	28	3.50	310	B11/1
Joseph	Mathieu	Instr. Asst./Rec.	Resignation on probation	12/18/09	60	19.5/wk	85	B11/1
Yewande	Findley	Instr. Asst./SE I	Resignation on probation	01/08/10	29	3.00	121	B14/2
Josefina	Torres	Food Serv. Asst. I/sub	Separation - no longer available	12/17/09	90		606	B08/1
Marla	Dorsey	Instr. Asst./Reg./sub	Separation - no longer available	12/16/09	11		999	B11/1
Angeli	Shahbaz	Account Clerk II	Step raise	01/01/10	50	8.00		B24/4
Reina	Osorio De Alonzo	Bus Driver	Step raise	01/01/10	56	27.9/wk		B21/6
Robert	Gaddy	Computer Tech. II	Step raise	12/01/09	59	8.00		B32/6
Kevin	Johnson	Computer Tech. II	Step raise	01/01/10	59	8.00		B32/4
Omar	Ramos	Custodian I	Step raise	01/01/10	12	8.00		B17/5
Timothy	Barrera	Custodian II	Step raise	01/01/10	30	8.00		B24/6
Sherrie	Williamson	Ed. Media Asst.	Step raise	12/01/09	30	10.0/wk		B19/5
Shelley	Bode	Food Serv. Asst. I	Step raise	12/01/09	90	2.00		B08/6
Julie	Dibble	Food Serv. Asst. I	Step raise	12/01/09	90	2.00		B08/6
Hilda	Hornidge	Food Serv. Asst. I	Step raise	12/01/09	90	3.00		B08/6
Joyce	Lewis	Food Serv. Asst. I	Step raise	12/01/09	90	2.00		B08/6
Martha	Munoz	Food Serv. Asst. I	Step raise	12/01/09	90	2.80		B08/6
Janet	Powell	Food Serv. Asst. I	Step raise	12/01/09	90	1.30		B08/6
Marion	Shipman	Food Serv. Asst. I	Step raise	12/01/09	90	1.30		B08/6
Rosye	Thyr	Food Serv. Asst. I	Step raise	12/01/09	90	2.00		B08/6
Gumerindo	Martinez	Gardener	Step raise	12/01/09	53	8.00		B19/4
Jennie	Garcia	Instr. Asst./BB	Step raise	12/01/09	60	19.75/wk		B14/5
Evelyn	Meza	Instr. Asst./BB	Step raise	01/01/10	60	19.5/wk		B14/4
Judith	Quijada	Instr. Asst./BB	Step raise	12/01/09	60	19.75/wk		B14/4
Dianna	Vargas	Instr. Asst./BB	Step raise	12/01/09	60	19.75/wk		B14/4
Kang-Ju	Choi	Instr. Asst./BBK	Step raise	01/01/10	22	3.75		B14/5
Sara	Calderon	Instr. Asst./Rec.	Step raise	12/01/09	60	19.5/wk		B11/3
Alicia	David	Instr. Asst./Rec.	Step raise	12/01/09	60	19.5/wk		B11/5
Joseph	Enerson	Instr. Asst./Rec.	Step raise	12/01/09	60	19.5/wk		B11/5
Rene	Garcia	Instr. Asst./Rec.	Step raise	12/01/09	60	19.75/wk		B11/4
Jennifer	Holden	Instr. Asst./Rec.	Step raise	01/01/10	20	18.0/wk		B11/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 1/11/2010
PRESENTED TO THE BOARD OF TRUSTEES: 1/19/2010

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Miriam	Maya-Futch	Instr. Asst./Rec.	Step raise	12/01/09	16	3.50		B11/3
Edith	Mendoza	Instr. Asst./Rec.	Step raise	12/01/09	60	19.75/wk		B11/4
Veronica	Rios	Instr. Asst./Rec.	Step raise	12/01/09	60	19.75/wk		B11/4
Aaron	Roberts	Instr. Asst./Rec.	Step raise	12/01/09	28	16.0/wk		B11/3
Gloria	Rodriguez	Instr. Asst./Rec.	Step raise	12/01/09	21	18.0/wk		B11/2
Alexander	Yang	Instr. Asst./Rec.	Step raise	01/01/10	60	19.75/wk		B11/3
Mariela	Valladares	Instr. Asst./Reg.	Step raise	01/01/10	22	17.5/wk		B11/3
Juliana	Baez	Instr. Asst./SE I	Step raise	12/01/09	27	6.00		B14/4
Janine	Dellario	Instr. Asst./SE I	Step raise	01/01/10	26	3.80		B14/4
Cynthia	Garcia	Instr. Asst./SE II B	Step raise	01/01/10	12	6.00		B14/3
Jeanne	Maisenbach	School Office Mgr.	Step raise	12/01/09	18	8.00		B25/5
Patricia	Behlings	Tech. Support Spec. III	Step raise	01/01/10	59	8.00		B30/5
Feliciano	Hernandez	Transporter	Step raise	12/01/09	90	8.00		B20/5
Jose	Saldana	Custodian I	Temporary additional hours 12/21-12/31/09	12/21/09	90		606	B17/4
Suzanne	Vitela	Instr. Asst./SE II B	Transfer from Acacia/Common	11/30/09	26	6.00	122	B14/6
Maria	Mucino	Playground Sup./sub	Transfer from Beechwood	11/30/09	10		100	B11/1
Synoeun	Seang	Instr. Asst./SE II B	Transfer from Beechwood	12/07/09	10/12	6.00	120	B14/6
Humberto	Pasillas	Transporter	Transfer from Ed. Services	07/01/09	50	8.00	538	B20/6
Sharry	Staples	Instr. Asst./SE I	Transfer from Golden Hill	12/07/09	12	6.00	122	B14/6
Janelle	Betancourt	Instr. Asst./SE II B	Transfer from Rolling Hills	11/30/09	12	6.00	121	B14/5
Mario	Avilez	Transporter	Transfer from Tech./Media Services	07/01/09	50	8.00	538	B20/6
Employee	ID# 79	Instr. Asst./SE	Two days paid administrative leave	12/15/09	29	6.00		B14/6
Mary	Carter	Clerical Asst. II	Voluntary reduction of hours	12/18/09	26	4.00	403	B19/6
Tawnya	Moore	After School Site Lead	Working out of classification 3/31/10	12/18/09	60	8.00	329	B18/1

CONSENT ITEM

DATE: January 19, 2010
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 1063 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$718.73 (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1063 for the 2009/2010 school year. The total amount presented for approval is \$718.73.

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

01	General Fund	<u>\$718.73</u>
	Total	\$718.73

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

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

Recommendation: Approve/Ratify warrant number 1063 for the 2009/2010 school year in the amount of \$718.73 (District 40, Van Daele).

GC:SS:ds

CONSENT ITEM

DATE: January 19, 2010
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 1095 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$1,168.37 (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1095 for the 2009/2010 school year. The total amount presented for approval is \$1,168.37.

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

01	General Fund	\$1,168.37
	Total	<u>\$1,168.37</u>

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

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

Recommendation: Approve/Ratify warrant number 1095 for the 2009/2010 school year in the amount of \$1,168.37 (District 48, Amerige Heights).

GC:SS:ds

CONSENT ITEM

DATE: January 19, 2010

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

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

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: **DECLARE LISTED ITEMS AS SURPLUS, NOT SUITABLE FOR SCHOOL PURPOSES, AND AUTHORIZE DISTRICT STAFF TO DISPOSE OF ITEMS AT A PUBLIC AUCTION, OR BY OTHER MEANS, AS ALLOWED IN EDUCATION CODE SECTIONS 17545 AND 17546**

Background: Over a period of time, the various sites accumulate supplies and equipment which have become obsolete, unserviceable, unrepairable, or otherwise not suitable for school use. Some of these items may be salvaged or sold, thus providing the District with some recovery of residual value.

The Business Services Department is requesting that obsolete items, which have been collected from District sites, be declared as surplus property and “not suitable for school purposes.” These surplus items were collected from all sites at the direction of site managers. All items have been made available to District employees to claim for school use prior to holding a public auction. The remaining items are designated as “not suitable for school purposes” and offered for sale. For those items that do not sell, the Assistant Superintendent of Business Services requests Board authorization to declare the property is of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means as allowed by Education Code sections 17545 and 17546.

Rationale: The surplus holding areas are nearing capacity and need to be cleared throughout the District.

Funding: Not applicable.

Recommendation: Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545 and 17546.

GC:RM:ds
Attachment

<u>ITEM</u>	<u>QTY</u>
-------------	------------

AS OF 12/18/2009

Audio System-Digital	1
Bookcases	2
Binders	40
Book Case	9
Cabinets-Metal & Wood	11
Cameras-Digital	8
Cassette Recorders	6
Chests	2
Cart	5
Chairs-Student	7
Chairs-Other	1
Copier	1
Desks-Computer	2
Desks-Students	24
Desks-Teacher/Other	6
Desktop Computers	19
File Organizers	2
Head Phones	6
Hutch	1
In Boxes	2
Keyboards-Computer	47
Laser Disc Player	1
Literature Rack	1
Mirror	1
Misc-Cords (Power, Monitor, etc.)	3
Misc Computer Components	26
Misc Office Supplies	1
Misc Audio/Video Components	10
Monitors-Computer	12
Notebooks	40
Office Chairs	2
Overhead Projectors	23
Piano (Broken)	1
Printers	17
Record Players	9
Scanner	1
Small Electronics	1
Table Saw (Skil Saw)	1
Tables	25
Tape Recorders	5
Tractor - 1972 Ford	1
TV/VCR Mounts/Stand	10
TVs (some with carts)	15
Typewriter	5
VCRs	4
A/C Units - 3 Ton	9
Wood-large piece	1
Wood Cubbies 14' x 8'	3

CONSENT ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Becky D'Arrigo, Coordinator, Educational Services
SUBJECT: APPROVE CONSULTANT AGREEMENT FOR DEANA HIPPIE TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING IN WRITING FOR FERN DRIVE, RAYMOND, AND SUNSET LANE SCHOOLS ON JANUARY 29, 2010

Background: In support of the Single Plan for Student Achievement at Fern Drive, Raymond and Sunset Lane, it is requested that Ms. Deana Hippie provide professional development to support staff in improving the writing program schoolwide to meet the California Content Standards. Professional development activities will be presented to Fern Drive and Raymond's K-6 staff at Fern Drive from 8:30 a.m. – 11:30 a.m. and K-6 staff at Sunset Lane from 12:00 p.m. to 3:00 p.m. in support of moving all students to proficiency in the area of writing.

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

Rationale: The staffs at Fern Drive, Raymond, and Sunset Lane are committed to continuing their professional development focus on writing to strengthen instructional practices and to support student learning across all content areas.

Funding: Cost not to exceed \$1,200.00 dollars and is to be paid from PAR Program funds (#306). \$300.00 is to be paid from Fern Drive, \$300.00 is to be paid from Raymond, and \$600.00 is to be paid from Sunset Lane.

Recommendation: Approve Consultant Agreement for Deana Hippie to provide professional development training in writing for Fern Drive, Raymond, and Sunset Lane Schools on January 29, 2010.

JM:BD:ts
Attachment

CONSULTANT AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

Provide training to Fern Drive and Raymond's K-6 staff at Fern Drive from 8:30 a.m. – 11:30 a.m. and K-6 staff at Sunset Lane from 12:00 p.m. to 3:00 p.m. in writing to meet the California Content Standards.

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

2. Term. CONSULTANT shall provide services under this AGREEMENT on **January 29, 2010**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **twelve hundred Dollars (\$1,200.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed twelve hundred dollars (\$1,200.00) per day. All duplicating expenses incurred for reproducing workshop materials will be**

paid by Fern Drive , Raymond, and Sunset Lane. Any travel expenses shall be pre-approved in writing by the DISTRICT.

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

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

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

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

9. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

10. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance to protect CONSULTANT and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

Deana Hippie (address on file)

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 19th DAY of January 2010

Fullerton School District
(Name of District)

Deana Hipple
(Consultant Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.
Typed Name

Deana Hipple
Typed Name

Superintendent
Title

Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: January 19, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Becky D'Arrigo, Coordinator, Educational Services

SUBJECT: **APPROVE AGREEMENT WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR STAFF DEVELOPMENT ON PHYSICAL FITNESS TESTING TO PHYSICAL EDUCATION TEACHERS ON JANUARY 29, 2010**

Background: All fifth and seventh grade students participate in the California Physical Fitness Test (PFT) each spring. The test consists of six components: aerobic capacity, body composition, abdominal strength, trunk extensor strength, upper body strength, and flexibility. The fitness test results are recorded by school site staff and submitted to the State by the Technology and Media Services Department. The results from this test are sent to the District in late November and are used by teachers to plan physical education lessons and activities.

Rationale: The communication of these physical fitness results will promote awareness about the importance of physical activity and fitness. Participants in this staff development will become aware of how to correctly administer the PFT in all six fitness areas, as well as learn how to develop their student's skills in each fitness area to enable them to be within the Healthy Fitness Zone.

Funding: Cost not to exceed \$500.00 dollars to be paid from Staff Development funds (#411) to provide staff training.

Recommendation: Approve Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for staff development on physical fitness testing to physical education teachers on January 29, 2010.

JM:BD:ts
Attachment

INCOME AGREEMENT

This AGREEMENT is hereby entered into this 22nd day of December, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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 in competent to perform the special services required; and

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

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

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT

1 shall provide a two (2) hour physical education professional
2 development training session to include teacher training on the
3 administration of the Fitnessgram and a discussion of ways that
4 DISTRICT'S schools may use the results to guide the way that
5 physical education instruction is delivered and how teachers can
6 assist in the development of physical fitness skills.

7 2.0 TERM. This AGREEMENT shall commence on January 29, 2010 and
8 end on January 29, 2010.

9 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT the sum
10 of Five hundred dollars (\$500.00). Payment shall be mailed to:
11 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
12 Mesa, California 92626-9050, or at such other place as
13 SUPERINTENDENT may designate in writing.

14 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance
15 of this AGREEMENT, shall be and act as an independent contractor.
16 SUPERINTENDENT understands and agrees that he/she and all of his/her
17 employees shall not be considered officers, employees or agents of
18 the DISTRICT, and are not entitled to benefits of any kind or nature
19 normally provided employees of the DISTRICT and/or to which
20 DISTRICT'S employees are normally entitled, including, but not
21 limited to, State Unemployment Compensation or Workers'
22 Compensation. SUPERINTENDENT assumes the full responsibility for
23 the acts and/or omissions of his/her employees or agents as they
24 relate to the services to be provided under this AGREEMENT.
25 SUPERINTENDENT shall assume full responsibility for payment of all
federal, state and local taxes or contributions, including

1 unemployment insurance, social security and income taxes with
2 respect to SUPERINTENDENT'S employees.

3 5.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to
4 this AGREEMENT shall not be assigned by the DISTRICT without prior
5 written approval of SUPERINTENDENT.

6 6.0 TOBACCO USE POLICY. In the interest of public health, the
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and
9 vehicles, and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
14 they will not engage in unlawful discrimination in employment of
15 persons because of race, color, religious creed, national origin,
16 ancestry, physical handicap, medical condition, marital status, or
17 sex of such persons.

18 8.0 NOTICE. All notices or demands to be given under this
19 AGREEMENT by either party to the other, shall be in writing and
20 given either by: (a) personal service or (b) by U.S. Mail, mailed
21 either by registered or certified mail, return receipt requested,
22 with postage prepaid. Service shall be considered given when
23 received if personally served or if mailed on the third day after
24 deposit in any U.S. Post Office. The address to which notices or
25 demands may be given by either party may be changed by written
notice given in accordance with the notice provisions of this

1 section. At the date of this AGREEMENT, the addresses of the
2 parties are as follows:

3 DISTRICT: Fullerton School District
4 1401 West Valencia Drive
5 Fullerton, California 92833
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 9.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
13 seek redress for violation of, or to insist upon, the strict
14 performance of any term or condition of this AGREEMENT, shall not be
15 deemed a waiver by that party of such term or condition, or prevent
16 a subsequent similar act from again constituting a violation of such
17 term or condition.

18 10.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be
20 invalid, void, or unenforceable, the remaining provisions will
21 nevertheless continue in full force and effect, and shall not be
22 affected, impaired or invalidated in any way.

23 11.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
24 shall be governed by the laws of the State of California with venue
25 in Orange County, California.

12.0 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

1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: FULLERTON SCHOOL
5 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: December 22, 2009

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FullertonSD-Income (35239) 10
ZIP4

CONSENT ITEM

DATE: January 19, 2010
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 2009/2010 CONSOLIDATED APPLICATION, PART II TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) FOR FUNDING CATEGORICAL AID 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; Title IV, Part A Safe and Drug Free Schools; and Economic Impact Aid (EIA).

Federal entitlements include: \$1,637,335 for Title I, Part A Basic Grant; \$561,043 for Title II, Part A Teacher Quality and Staff Development; \$445,900 for Title III, Part A LEP; \$70,110 for Title III, Part A Immigrant; \$42,285 for Title IV, Part A Safe and Drug Free Schools. State entitlements include: \$1,961,045 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 Director of Categorical Programs 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 2009/2010 Consolidated Application, Part II to the California Department of Education (CDE) for funding Categorical Aid Programs.

JM:sa

CONSENT ITEM

DATE: January 19, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ramon Miramontes, Principal, Beechwood School

SUBJECT: **APPROVE HOLLY STEELE TO ATTEND OUT-OF-STATE NATIONAL CONFERENCE ON SCIENCE EDUCATION IN PHILADELPHIA, PENNSYLVANIA, MARCH 18-21, 2010**

Background: The 2010 National Science Teachers Association conference is to be held in historic Philadelphia over four days (March 18-21). The title of the conference is *Connecting Science Past to Science Future*. As the largest professional association for science teachers, the conference brings together the brightest minds of science education to share the tricks of the trade. The conference workshops are centered on the following strands: Connecting Content Between, Within and Among Subjects, Closing the Digital Generation Gap Between Teachers and Students, and Rekindling the Fires of Science Teaching and Learning.

Rationale: Holly Steele is a leader in science instruction at Beechwood School, in addition to being a Lead Science Teacher for the District. Of particular value to Beechwood School, are the workshops tied to the "Connecting Content" strand because of their close relationship to the inter-disciplinary nature of the International Baccalaureate Middle Years Program. The ability to show students the connections between subjects is vital in demonstrating the value of the content described by the California State Standards. All workshop materials brought back will be shared with appropriate grade levels at Beechwood School and with the FSD Lead Science Teachers as appropriate.

Funding: Cost is not to exceed \$1501.00 and is to be paid from the School Based Coordinated Program (SBCP) Instruction fund #0130411103-5210.

Recommendation: Approve Holly Steele to attend out-of-state National Conference on Science Education in Philadelphia, Pennsylvania, March 18-21, 2010.

JM:RM:tk

CONSENT ITEM

DATE: January 19, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura S. Rydell, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY INTERAGENCY AGREEMENT BETWEEN MAXIM HEALTH CARE AND THE FULLERTON SCHOOL DISTRICT FOR SPECIAL EDUCATION STUDENT (ID # 790043) FOR NURSING SUPPORT BY A PRIVATE DUTY NURSE/ATTENDANT FROM MAXIM HEALTH CARE**

Background: This board item provides for the health and nursing care of a special education student enrolled in the Fullerton School District. The parent's insurance company contracts with Maxim Health Care to provide the private nurse for this student on a daily basis as a supplemental service to address medical issues.

Rationale: The student has been attending her home school with 1:1 nursing support for over a year. This service is not on the student's IEP and is above and beyond what is required for an appropriate education. The parent's insurance pays for the private nurse from Maxim Health Care Agency to address the student's medical issues. The purpose of this Agreement is to clarify with all parties issues including responsibilities and liability.

Funding: Nurse support is paid for by the parent's insurance at no cost to the District.

Recommendation: Approve/Ratify Interagency Agreement between Maxim Health Care and the Fullerton School District for Special Education Student (ID # 790043) for nursing support by a private duty nurse/attendant from Maxim Health Care.

JM:LSR:vr
Attachment

FULLERTON SCHOOL DISTRICT

INTERAGENCY AGREEMENT

This agreement is entered into on January 20, 2009 by and between Maxim Health Care (hereinafter referred to as Agency) and the Fullerton School District.

Whereas, Parent is requesting that services be provided to Special Education Student a Private Duty Nurse/Attendant, employed by Maxim Health Care, other than an employee of FULLERTON SCHOOL DISTRICT; and

Whereas, Parent has agreed to pay the additional costs for the outside Attendant;

Now, therefore, The Parties hereto agree as follows for the remainder of the 2009-2010 School Year ending June 18, 2010:

AGREEMENT FOR STUDENT CARE

A. Agency Responsibilities: Verification of Competency of Private Duty Nurse/Attendant

1. Verification of professional license, competency in CPR, and necessary skills for performing all required duties including, but not limited to, specialized physical health care services (SPHCS) and general student safety.
2. Attendant shall attend inservice training regarding SPHCS provided by school nurse prior to Attendant working independently on the school site.
3. Assignment of Attendant to be made so as to minimize turnover of personnel and the need for repeated inservice training of new Attendants by the designated school nurse.
4. Assigned Attendant has reviewed and has a copy of the student's SPHCS and physician's orders provided by Fullerton School District for her/his client.
5. Observation in the classroom and communication between the Attendant, Parent, and Fullerton School District's staff is to remain confidential and strictly limited to the provisions of service to the assigned student.
6. Arrange for completion of test for tuberculosis and fingerprinting in same manner as Fullerton School District's employees.
7. Provide workers' compensation insurance coverage for Attendant or, if Attendant is self-employed, proof of medical coverage in case of injury or illness related to his/her activities on Fullerton School District's property. A copy of the agency's liability insurance is to be on file with the Fullerton School District.

B. Fullerton School District Responsibilities: Preparation for Student's Admission to School

1. Assessment of specialized physical health care services and identified medical needs are completed by the school nurse.
2. Release of Information form is signed by the Parent.
3. Communication between the Parent, school nurse, and physician is ongoing regarding medical treatment.
4. Communication regarding the instructional program to the parent is provided by the teacher and/or principal of the school program.
5. Agreement upon specialized physical health care services to be implemented at school.
6. Methods are determined for supervision for Attendant.
7. Procedures are determined for Attendant's absence, emergency, and/or disaster.
8. Fullerton School District may request a change in Attendant in collaboration with the parent if Fullerton School District's staff feels the services performed by Attendant are not satisfactory.

C. Specialized Physical Health Care Services

1. Specialized physical health care services implemented are to be authorized by physician and Parent and be in agreement with the school nurse and the individualized education plan team. The school nurse has only to verify the Attendant's competency in providing specialized physical health care services.
2. Any changes in specialized physical health care services, guidelines, and/or methods of care must be authorized in writing by the physician and the Parent and presented to the school nurse.

D. Supervision of Care

1. Attendant is authorized to provide care only for assigned student. Attendant is limited to the provision of medical, feeding, and personal hygiene care (diapering, dressing, etc.) for the assigned student. Care for additional student(s) must be agreed upon by Parent and Fullerton School District.
 - a. Care is provided with awareness/sensitivity to interactions within classroom.
 - b. Normal interactions are encouraged with peers and staff.
 - c. Learning assistance for assigned student(s) is provided per direction of classroom teacher.
 - d. Professional etiquette and personal hygiene are appropriate for a school setting.

- e. Duties and universal precautions are implemented according to written procedures and basic nursing care.
2. Attendant is monitored by the school nurse and site level administrator and is expected to follow the direction of the classroom teacher.
3. Progress reports are conducted periodically between Attendant, the school nurse, and classroom teacher.

E. School Site Orientation

1. Student, teacher, staff orientation is provided by the school nurse.
2. Orientation of Attendant to the school site, personnel, students, procedures, etc., is provided by the school nurse. This will occur prior to or on first day(s) of service at the school.

F. Equipment/Supplies

1. Equipment/supplies are provided by Parent.
 2. Attendant monitors equipment/supplies and notifies Parent of needs.

BASIC ATTENDANT GUIDELINES

To the attendant for

Directions

- *Review this page before starting your assignment.*
- *Be familiar with the enclosed procedure(s)*

1. Wear gloves when changing diapers or feeding student.
2. Diaper or change student on changing table/area.
3. Do not leave student unattended when changing/diapering.
4. Clean all surfaces with disinfectant after feeding or diapering each student.
5. Attend only to your assigned child's physical needs. *School insurance does not cover your interactions with other students except in the event of an emergency.*
6. Your ability to support instructional activities for the student under the direction of the teacher would be appreciated. Refrain from assisting your assigned student during teaching/learning activities provided by the teacher unless assistance is requested.
7. Arrange breaks so that student can remain in the classroom under supervision of the teacher. Be on call during break time in event student needs care.
8. Take breaks in the staff lounge. No food/drink is permitted in the classroom. No smoking on the school grounds.
9. If you have any questions consult with the school nurse or teacher.

I have read, understand, and agree to comply with the above guidelines.

Attendant

Date

Credentialed School Nurse

Date

AGREEMENT SIGNATURE PAGE

PARENT agrees to and shall hold harmless, indemnify and defend FULLERTON SCHOOL DISTRICT and their employees from liability for damages for death or bodily injury to person, injury to property, and any other loss, damage or expense sustained by the Attendant or student upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of FULLERTON SCHOOL DISTRICT and their employees.

ATTENDANT agrees to and shall hold harmless, indemnify and defend FULLERTON SCHOOL DISTRICT and employees from liability for damages for death or bodily injury to person, injury to property, and any other loss, damage or expense in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of FULLERTON SCHOOL DISTRICT and their employees.

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

PARENT/LEGAL GUARDIAN:

By: _____

Date: _____

FULLERTON SCHOOL DISTRICT:

By: _____

Date: _____

ATTENDANT:

By: _____

Date: _____

SCHOOL ADMINISTRATOR:

By: _____

Date: _____

SCHOOL NURSE:

By: _____

Date: _____

AGENCY SUPERVISOR:

Agency Name: _____

Supervisor's Name: _____

Supervisor's Title: _____

Date: _____

CONSENT ITEM

DATE: January 19, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura S. Rydell, Director, Student Support Services

SUBJECT: **AMEND INTERAGENCY AGREEMENT BETWEEN GALLAGHER PEDIATRIC THERAPY AND THE FULLERTON SCHOOL DISTRICT FOR OCCUPATIONAL AND PHYSICAL THERAPY FOR THE 2009/2010 SCHOOL YEAR**

Background: On June 30, 2009, the Board of Trustees approved a nonpublic agency contract agreement with Gallagher Pediatric Therapy for the 2009/2010 school year. Due to the high numbers of students who receive individual Occupational or Physical Therapy, there is a need to change to a General Consultant model of contracting.

Rationale: The General Consultant model of contracting utilizes staff time more efficiently when processing the high volume of Occupational or Physical Therapy paperwork. Student sessions and invoices are tracked through an EXCEL spreadsheet. This model is being used successfully in other school districts. The amended Interagency Agreement does not change the original effective dates of July 1, 2009 through June 30, 2010.

Funding: Not to exceed \$405,494.00 from Student Support Services budget.

Recommendation: Amend Interagency Agreement between Gallagher Pediatric Therapy and the Fullerton School District for Occupational and Physical Therapy for the 2009/2010 school year.

JM:LSR:vr:ki
Attachment

**DISTRICT MASTER CONTRACT – AMENDED JANUARY 19, 2010
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2009-2010**

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**DISTRICT MASTER CONTRACT – AMENDED JANUARY 19, 2010
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2009-2010**

THIS MASTER CONTRACT was made and entered into on the 30th day of JUNE 2009, and amended on January 19, 2010, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the “LEA” and GALLAGHER PEDIATRIC THERAPY, hereafter referred to as “CONTRACTOR” for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract will authorize payment not to exceed \$405,494.00 in the manner of a General Consultant Agreement. Based on students’ IEPs, CONTRACTOR will submit invoices without an Individual Services Agreement (“ISA”) being utilized for Nonpublic, Nonsectarian Agency (“NPA”) Services. LEA will pay for services by drawing down on the agreed upon total.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education (“CDE”) certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement (“ISA”) for Nonpublic, Nonsectarian Agency (“NPA”) Services will not be required as part of this Master Contract. The LEA is responsible for providing a copy of the IEP with services specified. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil per that pupil’s IEP, unless mutually agreed upon otherwise in writing.
- b. Services may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice. Services may be terminated without advance notice if both parties agree to do so in writing

- c. LEA shall not terminate NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education (“FAPE”) to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

2. TERM

This Master Contract is effective on JULY 1, 2009 and terminates at 5 p.m. on JUNE 30, 2010 (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

3. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)

- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)

6. NO DISCRIMINATION

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. GOVERNING LAW

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of services, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, and 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: Laura Rydell, Director, 1401 W. Valencia Drive, Fullerton, CA 92833. Notices to CONTRACTOR shall be addressed to: Mary Kay Gallagher, 233 Orangefair Mall, Fullerton, CA 92832. The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term “injury” shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.

- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

13. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or

parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

17. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

18. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

19. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

20. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

21. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in writing to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

23. TRANSPORTATION

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in writing to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent.

CONTRACTOR agrees to use Special Education Local Plan Area (“SELPA”) IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

25. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil’s instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil’s progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil’s progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR’s site administrative office and present appropriate identification and proof of LEA employment.

26. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil’s living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil’s parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR’s operating program with residential components shall cooperate with parents’ reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

27. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

28. MEDICATIONS

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

29. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

30. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

31. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

32. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

33. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for the CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

If LEA asks CONTRACTOR to be on call during a pupil's IEP/IFSP meeting, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

34. RELATED SERVICES

Unless otherwise specified in the LEA pupil's IEP/IFSP or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason, the make up session shall be provided within thirty (30) days of the missed session and CONTRACTOR shall provide notice of the completion of said make up session.

35. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. If LEA asks CONTRACTOR to be on call for participation in a due process hearing, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

36. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3003(e). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

38. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify the SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has specified the absence of the parents' education rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

40. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. CONTRACTOR shall comply with the requirements of

Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice (“CDOJ”) clearance for CONTRACTOR’s employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual’s employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

41. CREDENTIALS AND LICENSES

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

42. RELATED SERVICE PROVIDER ABSENCE

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. The CONTRACTOR shall elect to reschedule the related service session consistent with Sections 39 and 53 related services of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. MANDATED REPORTING

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the child Abuse and Neglect Reporting Act § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

45. SCHOOL CALENDAR

- a. It is understood that related services are provided consistent with the public school calendar. Any additional days must be approved in writing by the LEA's authorized

representative. Creditable units of service are those specified in the IEP/IFSP for NPA services for each pupil.

- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar. The NPA services may not be provided on these days without prior written approval by the LEA.

46. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. Make-up sessions may be scheduled, but shall be limited to a thirty (30) calendar day period following when the original services were scheduled, unless otherwise agreed. CONTRACTOR shall provide all make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

48. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061(b)): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

49. PAYMENT UNIT

A unit of service for payment purposes is one (1) hour of related services, or portion thereof.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

50. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) OT/PT Evaluation	\$ <u>200.00</u>	per <u>60</u> Minutes
(2) OT/PT Individual	\$ <u>83.00</u>	per <u>60</u> Minutes
(3) OT/PT Consultation	\$ <u>83.00</u>	per <u>60</u> Minutes
(4) Occupational Group (2-3 kids)	\$ <u>160.00</u>	per <u>60</u> Minutes
(5) Occupational Group (4-5 kids)	\$ <u>300.00</u>	per <u>60</u> Minutes
(6) Occupational Group (6-8 kids)	\$ <u>450.00</u>	per <u>60</u> Minutes
(7) Occupational Group (9-13 kids)	\$ <u>550.00</u>	per <u>60</u> Minutes
(8) Occupational Group (14+ kids)	\$ <u>650.00</u>	per <u>60</u> Minutes
(9) SIPT	\$ <u>450.00</u>	Flat Rate
(10)	\$ _____	Flat Rate
(11)	\$ _____	
(12)	\$ _____	

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
(1) IEP Meeting Attendance	\$ <u>83.00</u>	per <u>hour</u>
(2) One-on-One Aide	\$ _____	per _____
(3) Assessments/Testing/Evaluations	\$ _____	per _____

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

51. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported

attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

52. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A,

and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

53. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

54. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

LEA

GALLAGHER PEDIATRIC THERAPY
Print Name of Nonpublic, Nonsectarian Agency

FULLERTON SCHOOL DISTRICT
Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

MARY KAY GALLAGHER, M.A., O.T.R.
Print Name and Title

MITCH HOVEY, ED.D., SUPERINTENDENT
Print Name and Title

Date

Date

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: JUNE 30th, 2009.
AMENDED by the Local Education Agency Governing Board on January 19, 2010.

CONSENT ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Sam Ricchio, Assistant Director, Technology & Media Services
SUBJECT: **APPROVE 2010-2013 INTERNET NETWORK SUPPORT SERVICES AGREEMENT WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE)**

Background: Fullerton School District contracts with the Orange County Department of Education (OCDE) for network support services including access to the Internet. In order to facilitate school district applications for Erate subsidies for Internet access, OCDE provides the contract for these services at this time.

Rationale: The Fullerton School District pays OCDE an annual fee for providing access to the Internet. The charge for the Internet access from 2010-2013 is estimated at a cost not to exceed \$13,680.00 annually.

Funding: The total cost for this contract (\$41,040.00) is to be paid from the Technology and Media Services budget #0140955259-5810.

Recommendation: Approve 2010-2013 Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE).

JM:SR:sg
Attachment

2010 - 2013
INTERNET NETWORK SUPPORT SERVICES AGREEMENT
FULLERTON SCHOOL DISTRICT

This Internet Network Support Services Agreement, hereinafter referred to as AGREEMENT, is hereby entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

1.0 BASIS OF AGREEMENT. Provide Internet access and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2010, and ending on June 30, 2013, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services rendered pursuant to Section 1.0 of this AGREEMENT a total amount not to exceed Forty-one thousand forty dollars (\$41,040.00).

Reimbursement for services will be based on the actual expenses incurred by SUPERINTENDENT in providing Internet access. The amounts listed below are estimated charges to the SUPERINTENDENT for fiscal year 2010 - 2011, fiscal year 2011 - 2012 and fiscal year

2012 - 2013 and are based on the type, level, and number of services provided to DISTRICT. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network that result from rate changes. DISTRICT agrees to pay SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice in triplicate from SUPERINTENDENT.

Charges shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<u>ANNUAL FEES</u>		
1.	\$ <u>13,680.00</u>	Internet Access Fee. DISTRICT will be billed only if SUPERINTENDENT receives an invoice from California K12 High Speed Network for Internet access for <u>50 MB</u> .
TOTAL FEES:		<u>\$13,680.00</u>

4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance for Internet access between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or

1 principal and agent, between SUPERINTENDENT and DISTRICT.
2 SUPERINTENDENT assumes the responsibility for the acts of its
3 employees or agents as they relate to the services to be provided.
4 SUPERINTENDENT, its officers, agents, and employees, shall not be
5 entitled to any rights, and/or privileges of DISTRICT'S employees
6 and shall not be considered in any manner to be DISTRICT'S
7 employees.

8 6.0 HOLD HARMLESS.

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

16 B. DISTRICT hereby agrees to indemnify, defend, and hold
17 harmless SUPERINTENDENT, the Orange County Board of Education, and
18 its officers, agents, and employees from every claim or demand and
19 every liability, loss, damage, or expense of any nature whatsoever
20 which may be incurred by reason of any negligent acts or omissions
21 of employees, agents or officers of DISTRICT during the period of
22 this AGREEMENT.

23 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
24 they will not engage in unlawful discrimination of persons because
25 of race, color, religious creed, national origin, ancestry, physical
handicap, medical condition, marital status, or sex of such persons.

1 8.0 APPLICABLE LAW. The services completed herein must meet the
2 approval of the DISTRICT'S general right of inspection to secure the
3 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
4 to comply with all federal, state and local laws, rules, regulations
5 and ordinances that are now or may in the future become applicable
6 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
7 engaged in operations covered by this AGREEMENT or occurring out of
8 the performance of such operations.

9 9.0 ASSIGNMENT. Neither party shall subcontract or assign this
10 AGREEMENT or the performance of any of the services set forth in
11 this AGREEMENT without prior written approval of the non-assigning
12 party.

13 10.0 TERMINATION. This AGREEMENT may be terminated by
14 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
15 sixty (60) days prior written notice to the other party.

16 11.0 TOBACCO USE POLICY. In the interest of public health, the
17 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
18 use of any tobacco products are prohibited in buildings and
19 vehicles, and on any property owned, leased or contracted for by the
20 SUPERINTENDENT. Failure to abide with conditions of this policy
21 could result in the termination of this AGREEMENT.

22 12.0 NOTICES. All notices or demands to be given under this
23 AGREEMENT by either party to the other shall be in writing and given
24 either by: i) Personal service, or ii) U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or, if mailed, on the third (3rd) day after
2 deposit in any U.S. Post Office. The address to which notices or
3 demands may be given by either party may be changed by written
4 notice given in accordance with the notice provisions of this
5 section. As of the date of this AGREEMENT the addresses of the
6 parties are as follows:

7 DISTRICT: Fullerton School District
8 1401 West Valencia Drive
9 Fullerton, California 92833
10 Attn: _____

11 SUPERINTENDENT: Orange County Superintendent of Schools
12 200 Kalmus Drive
13 P. O. Box 9050
14 Costa Mesa, California 92628-9050
15 Attn: Patricia McCaughey

16 13.0 SEVERABILITY. If any term, condition or provision of this
17 AGREEMENT is held by a court of competent jurisdiction to be
18 invalid, void, or unenforceable, the remaining provisions will
19 nevertheless continue in full force and effect and shall not be
20 affected, impaired or invalidated in any way.

21 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
22 shall be governed by the laws of the State of California, with venue
23 in Orange County, California.

24 ////

25 ////

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

3 DISTRICT: FULLERTON SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: _____

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CONSENT ITEM

DATE: January 19, 2010
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 FORMAT OF SCHOOL ACCOUNTABILITY REPORT CARD FOR GRADE LEVELS K-8

Background: The School Accountability Report Card (SARC) is a document prepared annually for each school in the District pursuant to California Education Code 33126. The main objective of the SARC is to provide information to the community, allowing the public to evaluate and compare schools for student achievement, environment, resources, and demographics.

California Education Code Section 35256 requires that the Governing Board compare the content of the District's SARC to the model SARC adopted by the State Board of Education. The 2008/2009 SARC model was released to each school district in the form of a template that can be downloaded and used to create SARCs. The Fullerton School District uses the State template to create SARCs for all schools within the District.

There are specific templates for schools that serve students in K-8. The sections of each SARC remain the same when publishing, but the data is unique for each school site. The 2008/2009 SARCs will be posted on the Fullerton School District web site by the State mandated deadline of February 1, 2010.

Rationale: On an annual basis, all public schools in California are required to prepare SARCs and disseminate them to the public.

Funding: Not applicable.

Recommendation: Approve format of School Accountability Report Card for grade levels K-8.

JM:TL:sg
Attachments

2008/2009

School Accountability Report Card Template

Prepared by:
California Department of Education
Policy and Evaluation Division

STATE REQUIRED DATA ELEMENTS	DATA PROVIDED BY		INCLUDED
	STATE	DISTRICT	
Data and Internet Access	√	√	Y
Contact Information		√	Y
School Description and Mission Statement		√	Y
Opportunities for Parental Involvement		√	Y
Student Enrollment by Grade Level	√		Y
Student Enrollment by Group	√		Y
Average Class Size and Class Size Distribution (Elementary)	√		Y
Average Class Size and Class Size Distribution (Secondary)	√		Y
School Safety Plan		√	Y
Suspension and Expulsions	√		Y
School Facility Conditions and Planned Improvements		√	Y
School Facility Good Repair Status		√	Y
Overall Summary of School Facility Good Repair Status		√	Y
Teacher Credentials	√	√	Y
Teacher Misassignments and Vacant Teacher Positions		√	Y
Core Academic Classes Taught by No Child Left Behind Compliant Teachers	√		Y
Academic Counselors and Other Support Staff	√		Y
Quality, Currency, and Availability of Textbooks and Instructional Materials		√	Y
Expenditures Per Pupil and School Site Teacher Salaries	√	√	Y
Types of Services Funded		√	Y
Teacher and Administrative Salaries	√		Y

STATE REQUIRED DATA ELEMENTS	DATA PROVIDED BY		INCLUDED
	STATE	DISTRICT	
CST (California Standards Tests) Results for All Students – Three Year Comparison	√		Y
CST Results by Student Group – Most Recent Year	√		Y
California Physical Fitness Test Results	√		Y
API (Academic Performance Index) Ranks – Three Year Comparison	√		Y
API Changes by Student Group – Three Year Comparison	√		Y
AYP (Adequate Yearly Progress) Overall and by Criteria	√		Y
Federal Intervention Program	√		Y
Professional Development		√	Y
National Assessment of Educational Progress Reading and Mathematics Results by Grade Level – All Students	√		Y
National Assessment of Educational Progress Reading and Mathematics Results for Students with Disabilities and/or English Language Learners by Grad Level – All Students	√		Y

ACTION ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: APPROVE REVISED BOARD POLICY 6158, INSTRUCTION, INDEPENDENT STUDY

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

The revised Board Policy 6158 was presented to the Board of Trustees for the first reading at the December 8, 2009, Board Meeting. Input was received and this action item serves as the second reading and approval for this revised board policy.

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

Funding: Not applicable.

Recommendation: Approve revised Board Policy 6158, Instruction, Independent Study.

JM:nm
Attachment

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6158

Independent Study – Page 1

Board Adopted: November 28, 2006

Revised: July 21, 2009

Revised: (Board Meeting Date)

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

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

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

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

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

One week for students in grades ~~K-3~~ K-8 (**an assignment = 1 week's worth of work**)

~~Two weeks for students in grades 4-8~~

When circumstances justify a longer time, the Superintendent or designee may extend the ~~maximum length of an assignment~~ **to no longer than the semester of enrollment.** ~~to a period not to exceed eight weeks, pursuant to a written request with justification.~~

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

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

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6158

Independent Study – Page 2

Board Adopted: November 28, 2006

Revised: July 21, 2009

Revised: (Board Meeting Date)

Home Based Independent Study

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

Legal Reference: Education Code

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

Family Code

- | | |
|------|--------------------------|
| 6550 | Authorization affidavits |
|------|--------------------------|

Code of Regulations, Title 5

- | | |
|-------------|-------------------|
| 11700-11703 | Independent study |
|-------------|-------------------|

ACTION ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: APPROVE REVISED BOARD POLICY 6174, INSTRUCTION, EDUCATION FOR ENGLISH LEARNERS

Background: Upon review of Board Policy 6174, it was noted that it was time to revise this board policy to reflect current laws and practice.

The revised Board Policy 6174 was presented to the Board of Trustees for the first reading at the December 8, 2009, Board Meeting. Input was received and this action item serves as the second reading and approval for this revised board policy.

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

Funding: Not applicable.

Recommendation: Approve revised Board Policy 6174, Instruction, Education for English Learners.

JM:nm
Attachment

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners – Page 1

Board Adopted: November 28, 2006

Revised: (Board Meeting Date)

Education for English Learners

The Fullerton School District intends to provide English learners with a challenging ~~core~~ curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students accessing the full educational program and achieving the District's academic standards.

The District's program shall be based on sound instructional theory and shall be adequately supported so that English learners can achieve results at the same academic level as their English-proficient peers in the regular course of study.

The Board of Trustees encourages staff to exchange information with staff in other districts and the ~~Department of~~ **Orange County Office of** Education about programs, options and strategies for English learners that succeed under various demographic conditions.

The Superintendent or designee shall maintain procedures, which provide for the identification, assessment and placement of English learners and for their reclassification based on criteria adopted by the Board of Trustees and specified in Administrative Regulations.

To ensure that the District is using sound methods that effectively serve the needs of English learners, the Superintendent or designee shall annually examine program results, including reports of the students' academic achievement and their progress towards proficiency in English, and the progress of students who have been reclassified as fluent English proficient. The Superintendent shall ensure that schools compile data on programs for English learners in order to help determine program effectiveness. The Superintendent or designee shall annually report these findings to the Fullerton School District Board of Trustees and shall also provide the Board of Trustees with regular reports from District or schoolwide English Learner Advisory Committees.

Type of Instruction

Students who are English learners shall be educated through "structured English immersion" during a transition period not normally to exceed one year. "Nearly all" of the classroom instruction in the District's structured English immersion program shall be in English. In the structured English immersion program, classroom instruction shall be in English but with curriculum and presentation designed for students who are learning the language. "Nearly all" is defined as to provide clarification, explanation, and support, as needed, and may be in a student's primary language as available. (Education Code 305, 306)

When an English learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education and by using other criteria developed by the District as outlined in the District Master Plan for English Learners, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: **6174**

Education for English Learners – Page 2

Board Adopted: **November 28, 2006**

Revised: (**Board Meeting Date**)

An English learner has acquired a “reasonable level of English proficiency” when he/she has achieved the following:

1. Early Advanced overall level of English proficiency on the California English Language Development Test (CELDT).
2. District English language arts multiple measure assessment scores in the “Basic” “**Proficient**” or higher.
3. **California Standard Test (CST) scores in the mid-Basic range or higher.**

The principal of each school shall be responsible for the enforcement of this policy at the site level.

Upon the request of his/her parent/guardian, a student shall be placed in an English mainstream classroom. (5 CCR 11301)

Parental Exception Waivers

At any time during the school year, the parent/guardian of an English learner may have his/her child moved into an English mainstream program.

Parent/guardian requests for waivers from Education Code 305 regarding placement in a structured English immersion program shall be granted in accordance with law and administrative regulations.

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent’s decision in writing to the Board of Trustees. The Board of Trustees may consider the matter at its next regular Board meeting. The Board of Trustees may decide not to hear the appeal, in which case the Superintendent’s decision shall be final. If the Board of Trustees hears the appeal, the Superintendent shall send the Board of Trustee’s decision to the parent/guardian within seven working days.

Legal Reference:	Education Code
	300-340 English language education for immigrant children
	430-446 English Learner and Immigrant Pupil Federal Conformity Act
	33308.5 CDE guidelines not binding
	44253.5-44253.10 Certification for bilingual-cross-cultural competence
	48985 Notices to parents in language other than English
	51101 Rights of parents to information
	51101.1 Rights for parents of English learners
	52130-52135 Impacted languages act of 1984
	52160-52178 Bilingual Bicultural Act

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6174

Education for English Learners – Page 3

Board Adopted: November 28, 2006

Revised: (Board Meeting Date)

Legal Reference: (cont.)

52180-52186 Bilingual teacher training assistance program
54000-54028 Programs for disadvantaged children
60810-60812 Assessment of language development
62001-62005.5 Evaluation and sunseting of programs

Code of Regulations, Title 5

4320 Determination of funding to support program to overcome the
linguistic difficulties of English learners
11300-11316 English Language Learner Education
11510-11516 California English Language Development Test

United States Code, Title 20

1701-1705 Equal Educational Opportunities Act
6312 Local education agency plans
**6801-6871 Title III, Language instruction for limited English
proficient and immigrant students**

COURT DECISIONS

Valeria G. v. Wilson, (9th Circuit) 2002 U.S. App. Lexis 20956
California Teachers Association et al. v. State Board of Education et al.,
(9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al. v. Berkeley Unified School District et al., (1989) 724
F.Supp. 698
Castaneda v. Pickard, (5th Cir. 1981) 648 F.2d 989

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Guidelines for Reclassification of English Learners, September 2002
Accommodations for the California English Language Development Test,
Revised 8/13/01

(8/98 10/98) 11/02

DISCUSSION/ACTION ITEM

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **ADOPT PUPIL ATTENDANCE CALENDARS FOR THE 2010/2011 AND 2011/2012 SCHOOL YEARS**

Background: The District's Pupil Attendance Calendars are reviewed and analyzed every three years. Calendars from the high school district and the County are compared and contrasted against attendance patterns and student instructional needs for Fullerton School District. The District created a Calendar Committee comprised of teachers, District and site administrators, and community members to evaluate possible calendars that might maximize attendance and improve student achievement. The 2009/2010 Calendar Committee has proposed student attendance calendars for 2010/2011 and 2011/2012. The current State fiscal crisis and future negotiated agreements with employee associations may require modifications to these calendars if employee furlough days become necessary.

The 2010/2011 and 2011/2012 proposed Pupil Attendance Calendars being presented incorporate the continuation of decreased student attendance days during Thanksgiving week and a Monday starting date in August. By starting the school year early by three days and eliminating the partial week during Thanksgiving week, the District estimates that the improved student attendance will generate in excess of \$30,000 revenue.

Rationale: After surveying the opinions of their prospective representative groups and reviewing student ADA increases by the District, the Calendar Committee recommends that the 2010/2011 and 2011/2012 calendars be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Pupil Attendance Calendars for the 2010/2011 and 2011/2012 school years.

MD:Im
Attachments



FULLERTON SCHOOL DISTRICT

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

PUPIL ATTENDANCE CALENDAR – 2010/2011

First Day for Teachers/Staff Development Day	Thursday, August 26, 2010
First Day of Student Attendance (*K-6, *7 th orientation)	Monday, August 30, 2010
First Day of Student Attendance (8 th)	Monday, August 30, 2010
Last Day of Student Attendance (*K-6, *7 th)	Friday, June 17, 2011
Last Day of Student Attendance (*8 th)	Friday, June 17, 2011

HOLIDAYS

Days Students Do Not Attend

Labor Day	Monday, September 6, 2010
Staff Development Day (*K-8)	Friday, September 24, 2010
Conference Day (K-6)/Staff Development Day (7-8)*	Monday, October 11, 2010
Veterans' Day	Thursday, November 11, 2010
Non-Student/Non-Staff Day	Friday, November 12, 2010
Thanksgiving	Monday-Friday, November 22-26, 2010
Winter Recess	Monday-Friday, Dec. 20, 2010-Dec. 31, 2010
Martin Luther King's Birthday	Monday, January 17, 2011
Semester Records Day (7/8)/Staff Development Day (K-6)*	Friday, January 28, 2011
Lincoln's Holiday	Monday, February 14, 2011
President's Holiday	Monday, February 21, 2011
Spring Recess	Monday-Friday, April 11-15, 2011
Memorial Day	Monday, May 30, 2011

QUARTERS (7-8)

Aug. 30 – Nov. 5	47 days
Nov. 8 – Jan. 28	41 days
Jan. 31 – April 8	48 days
April 18 – June 17	44 days

TRIMESTERS (K-6)*

Aug. 30 – Dec. 3	60 days
Dec. 6 – March 18	61 days
March 21 – June 17	59 days

180 Student Days
186 Teacher Work Days

CONFERENCE DAYS

Conference Day	Preschool**, K-6*	October 11, 2010
Fall Conference Week	Preschool**, K-6* (Grades 1-6 Minimum Days)	October 11-15, 2010
Spring Conference Week	Preschool**, K-6* (Grades 1-6 Minimum Days)	March 21-25, 2011
Records Day	Junior High Schools	January 28, 2011
Conference Days	Junior High Schools Ladera Vista Nicolas Parks	<u>Fall</u> TBD
	Ladera Vista Nicolas Parks	<u>Spring</u> TBD

* Fisler & Beechwood Schools will follow the K-6 dates and times unless parents are notified differently by Fisler & Beechwood Schools

** State Preschools @ Commonwealth, Maple, Richman, and Valencia Park
Fee based Childcare @ Acacia, Beechwood, Fisler, Hermosa Drive, Rolling Hills, and Sunset Lane Schools



FULLERTON SCHOOL DISTRICT

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

PUPIL ATTENDANCE CALENDAR – 2011/2012

First Day for Teachers/Staff Development Day	Thursday, August 25, 2011
First Day of Student Attendance (*K-6, *7 th orientation)	Monday, August 29, 2011
First Day of Student Attendance (8 th)	Tuesday, August 30, 2011
Last Day of Student Attendance (*K-6, *7 th)	Thursday, June 14, 2012
Last Day of Student Attendance (*8 th)	Friday, June 15, 2012

HOLIDAYS Days Students Do Not Attend

Labor Day	Monday, September 5, 2011
Staff Development Day (*K-8)	Friday, September 23, 2011
Conference Day (K-6)/Staff Development Day (7-8)*	Monday, October 10, 2011
Veterans' Day	Friday, November 11, 2011
Thanksgiving	Monday-Friday, November 21-25, 2011
Winter Recess	Monday-Friday, Dec. 26, 2011-Jan. 6, 2012
Martin Luther King's Birthday	Monday, January 16, 2012
Semester Records Day (7/8)/Staff Development Day (K-6)*	Friday, January 27, 2012
Lincoln's Holiday	Monday, February 13, 2012
President's Holiday	Monday, February 20, 2012
Spring Recess	Monday-Friday, April 9-13, 2012
Memorial Day	Monday, May 28, 2012

QUARTERS (7-8)

Aug. 29 – Nov. 4	47 days
Nov. 7 – Jan. 27	42 days
Jan. 30 – April 6	48 days
April 16 – June 14	43 days

TRIMESTERS (K-6)*

Aug. 29 – Dec. 2	61 days
Dec. 5 – March 16	61 days
March 19 – June 14	58 days

180 Student Days
186 Teacher Work Days

CONFERENCE DAYS

Conference Day	Preschool**, K-6*	October 10, 2011
Fall Conference Week	Preschool**, K-6* (Grades 1-6 Minimum Days)	October 10-14, 2011
Spring Conference Week	Preschool**, K-6* (Grades 1-6 Minimum Days)	March 19-23, 2012
Records Day	Junior High Schools	January 27, 2012
Conference Days	Junior High Schools Ladera Vista Nicolas Parks	<u>Fall</u> TBD
	Ladera Vista Nicolas Parks	<u>Spring</u> TBD

* Fisler & Beechwood Schools will follow the K-6 dates and times unless parents are notified differently by Fisler & Beechwood Schools

** State Preschools @ Commonwealth, Maple, Richman, and Valencia Park
Fee based Childcare @ Acacia, Beechwood, Fisler, Hermosa Drive, Rolling Hills, and Sunset Lane Schools

Board Approved Date:

DISCUSSION/ACTION ITEM

DATE: January 19, 2010
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 2008/2009 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 & 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 & White, 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 & White, 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 2008/2009 regular audit.

GC:SS:BS:ds

ADMINISTRATIVE REPORT

DATE: January 19, 2010
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 3315, BUSINESS AND NONINSTRUCTIONAL OPERATIONS, GIFTS TO SCHOOL PERSONNEL**

Background: Upon review of the Fullerton School District Board Policies, it was noted that it was time to draft a board policy to reflect current laws and practice with regards to gifts from students and gifts from vendors.

The purpose of this Administrative Report will be to afford Board members the opportunity to review the new Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel, ask questions, receive clarification, and propose revisions prior to approval of this new policy at the February 9, 2010, Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MH:ki
Attachment

NEW BOARD POLICY

FULLERTON SCHOOL DISTRICT

BUSINESS AND NONINSTRUCTIONAL OPERATIONS

Policy No.: 3315

Gifts to School Personnel

Board Adopted: (Board Meeting date)

Gifts from Students

The Board of Trustees believes that feelings of appreciation can be expressed in many ways. The Board discourages students and parents/guardians from giving gifts to staff members, and instead encourages them to write personal notes of appreciation or to express appreciation with a gift for the classroom. When accepting gifts, staff should be sensitive to the feelings of other students and use discretion when opening the gifts in front of others.

Gifts from Vendors

District employees shall not accept any gift, commission, or expense-paid trip from individuals or companies for the purpose of influencing the adoption or purchase of any instructional material. Gifts include any gift purchased specifically for an employee, which is not generally offered to other buyers. The District may reject bids from vendors who offer such incentives.

District employees who work for or serve as consultants for potential vendors shall not participate in evaluating any equipment, materials or services of that vendor or of its competitors.

This policy does not prohibit employees from accepting promotional or advertising items such as calendars, desk pads, notebooks and other office gadgets which are offered by business concerns free to all as part of their public relations program.

This policy also does not prohibit the acceptance of materials and/or services, which are of use and benefit to the District. (cf. 3290 – Gifts, Grants and Bequests)

Legal Reference:

Education Code

- 60071
- 60072
- 60073
- 60074
- 60075
- 60076

- Bribery of school official by publisher or manufacturer
- Acceptance of bribe by school official
- Penalties for violation of article
- Supplying sample copies
- Receiving sample copies
- Inapplicability of article

ADMINISTRATIVE REPORT

DATE: January 19, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: OVERVIEW OF CHILD DEVELOPMENT SERVICES

Background: Child Development Services provides a qualitative continuum of support services for families and children in preschool through eighth grade. Support services include fee-based and grant-funded preschool and after school services for kindergarten through eighth grade. In addition to child-focused services the department offers parent education, English language classes, parent/child classes, and Latino literacy. The program offerings to parents in the department include Parent Advisory Council, Community Based English Tutoring (CBET), School Readiness, Parent and Child Education (PACE), and Proposition 49 After School Education and Safety. The Child Development Services department fosters communication and the participation of families, the District, and the community through picnics, camps, and other group activities.

Rationale: This presentation will provide an overview of the various programs offered by Child Development Services.

Funding: Not applicable.

Recommendation: Not applicable.

MD:MC:ln