

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, April, July, August, October, and December and twice during the months of February, March, May, June, September, and November. The Regular agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees  
Friday, February 4, 2011  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California  
12:00 p.m.

Call to Order and Pledge of Allegiance

President Thornley called a Special meeting of the Fullerton School District Board of Trustees to order at 12:29 p.m. and Lynn Thornley led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

Administration present: Dr. Mitch Hovey

Public Comments

There were no public comments at this time.

Board Workshop

Mr. Rich Thome provided a Board Workshop to establish Board/Superintendent Communication Protocols and Goals and Objectives. The Board and Superintendent scheduled an additional Special Board Workshop on Friday, March 4, 2011 at 12:00 p.m.

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

There were no requests.

Adjournment

President Thornley adjourned the Special meeting on February 4, 2011 at 4:34 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, February 8, 2011  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

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

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:04 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957] •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 6:05 p.m.; Fern Drive School Girl Scout Troop #365 and #585 led the pledge of allegiance to the flag. President Thornley announced Dr. Hovey was not present at the Board Meeting due to a family matter and expressed that the thoughts and prayers of many people were with Dr. Hovey and his family. President Thornley announced the Board meeting would be audio and video recorded. President Thornley reported that the Board reviewed a request for a stipulated expulsion in Closed Session concerning student case #1011-06. Regarding student case #1011-06, it was moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 that the student be expelled from all the schools and programs of the District for the Fall and Spring semesters of the 2010/2011 school year which ends on June 17, 2011. The Board finds that the student has violated Education Code sections 48900(c) and 48900(d). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order. President Thornley reported that the Board reviewed a request for a stipulated expulsion in Closed Session concerning student case #1011-07. Regarding student case #1011-07, it was moved by Beverly Berryman, seconded by Chris Thompson and carried 5-0 that the student be expelled from all the schools and programs of the District for the Fall and Spring semesters of the 2010/2011 school year which ends on June 17, 2011. The Board finds that the student has violated Education Code sections 48900(c); 48900(d); 48900(j) and 48900(k). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order.

Regarding student #0910-03, it was moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 that, pursuant to California Education Code section 48916, student #0910-03 be readmitted to the schools of the Fullerton School District having satisfied the conditions of the Rehabilitation Plan developed by the District at the time of expulsion. Student is eligible for readmission on or after January 28, 2011.

Introductions/Recognitions

President Thornley introduced Marlene and Kevin McGlensey from the Wilson W. Phelps Foundation. Mrs. McGlensey announced that the Wilson W. Phelps Foundation granted \$77,342.00 to ten school sites for the 2010/2011 school year. Mrs. McGlensey shared that her grandparent's desire was to support local schools, while encouraging others to also lend their support. President Thornley thanked the Wilson W. Phelps Foundation for their extreme generosity towards all students in the Fullerton School District for so many years.

Yaelan Choo, Principal at Fern Drive School, presented an overview of the school's many programs and activities. Students, Lilah Azizadah, Luke Duxbury, Juyun Lee, and Justin Shepard, assisted her in the presentation.

### Public Comments – Policy (see above)

Dr. Mathew Barnett, Nicolas Junior High School Principal, thanked Mr. and Mrs. Doug Crane for providing a \$1,500.00 donation to each of the following students at Nicolas Junior High School: Joshua Chavez, Monique Corona, Miguel Fuentes, and Marco Vargas. Dr. Barnett shared that Mr. and Mrs. Crane held an essay contest for students. The four students who won the essay contest will be able to attend the American Heritage Tour with the donation they received from the Cranes. Dr. Barnett presented a certification of appreciation to Mr. and Mrs. Crane for their support. President Thornley stated the District appreciates the support of Mr. and Mrs. Crane and congratulated the four students.

### Superintendent's Report

No report.

### Information from the Board of Trustees

Trustee Sugarman – She shared that the Fern Drive School report was great. Trustee Sugarman stated she had an opportunity to visit Woodcrest School and Alfonso Jimenez, Woodcrest School Principal, gave her a tour of the special education classes. Trustee Sugarman commented on how impressed she was with the Special Education staff and their support of special needs students. She shared that technology is playing a great role in how Special Education staff are able to work with students. Trustee Sugarman shared that Woodcrest School has a buddy program and thanked the staff at Woodcrest School for the great job they are doing. She reminded everyone that Joshua Christopher's Salon in Fullerton would be hosting a fundraiser with haircuts and other services on February 27, 2011, where 100% of the proceeds will go towards the Fullerton Technology Foundation.

Trustee Meyer- She thanked Principals for inviting her to visit school sites. Trustee Meyer shared she had an opportunity to visit Richman School and Raymond School's Family Art Night. Trustee Meyer reported that joined Janet Morey, Assistant Superintendent of Educational Services, and attended Acacia, Maple, Pacific Drive, Rolling Hills, and Valencia Park Schools on Staff Development Day. She commented how impressive it was to see a staff member at each of the schools she visited leading Staff Development. Trustee Meyer reported the Fullerton Education Foundation would be awarding an additional \$14,000.00 in grants to Fullerton School District staff. Trustee Meyer shared that she attended the Fullerton Collaborative meeting where a representative from Lou Correa's office attended the meeting to discuss budget.

Trustee Berryman- She attended the Legislative Conference in Sacramento representing 4<sup>th</sup> District PTA. She commented the budget scenario is leaving unstable many issues and future years will be interesting.

Trustee Thompson- He commented that he had a phone conversation with Shari Freidenrich, Orange County Treasurer, about tax revenue being redirected away from Fullerton schools to redevelopment agencies.

Trustee Berryman- She stated that part of the conversation held at the Legislative Conference was the issue on redevelopment fees. She shared Jerry Brown is recommending the elimination of redevelopment fees but would honor any development projects that were already in progress.

President Thornley- no report.

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

DELAC- Waafa Saada, Xochitl Perez, and Solange Abhar presented information regarding the DELAC Committee to the Board of Trustees. Ms. Saada shared the latest DELAC meeting was held on January 25, 2011, with approximately 130 attendees. The overall topic of discussion was student achievement. Julie Brandon, Program Specialist, presented information on curriculum standards and Sung Chi, Educational Services Coordinator, discussed benchmark assessments. Becky D'Arrigo, Educational Services Coordinator, shared samples of textbooks with parents. Pacific Drive and Commonwealth Schools are hosting English classes for Parents. The upcoming DELAC meeting will be held on March 11, 2011, from 9:00-11:00 a.m. at Maple School.

PTA Council – Georgene Bravo – no report.

FETA – Karla Turner – She reported that as the California budget crisis changes to a responsibility for Jerry Brown, one area remains of great concern to everyone- the situation the financial disaster places on public schools. The Fullerton School District is preparing to persevere in the face of expected budget cuts. She stated that certificated staff is faced with the new challenge of larger classes and less time to complete necessary tasks. She urged people to vote in the special election in June 2011.

CSEA– Marleen Acosta – She thanked Dr. Hovey, Beverly Berryman, and Kathi Carroll for attending the CSEA Installation Luncheon. She shared that the majority of the CSEA Executive Board attended training and that the site representative training will be held on February 24, 2011.

FESMA – Sherry Hoyt– She thanked everyone who has had an opportunity to visit the school sites and view the wonderful things that are occurring at the sites.

#### Information Items

The District Activities Calendar is available at the following URL:

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

#### Approve Minutes

Moved by Beverly Berryman, seconded by Hilda Sugarman and carried 5-0 to approve the minutes of the Regular meeting on January 18, 2011.

President Thornley announced that item 3a would be addressed at this time.

#### 3a. Occupational Therapy Program Report.

Laura Rydell, Director of Student Support Services, introduced Kristen Cooper, Ann McDonald, and Karen Rein, Occupational Therapists at the Fullerton School District. Mrs. Rydell presented an overview of the District's Occupational Therapy Program. Ms. Cooper, Ms. McDonald, and Ms. Rein assisted her in the presentation. They reported it is more cost effective for the District to conduct Occupational Therapy for students in-house versus using outside companies. They stated an information Open House meeting will be held at Commonwealth School on March 2, 2011, from 2:00-4:00 p.m.

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

#### Consent Items

Moved by Beverly Berryman, seconded by Hilda Sugarman and carried 5-0 to approve the consent items including revised Consent Board Items #1b and #1r. The Board of Trustees held discussion on Board Agenda Items #1h, #1i, #1j, #1k, #1m, #1n, #1o, and #1p. Trustee Thornley stated Consent Item #1u was pulled from the agenda.

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 E22B0028 through E22B0029, E22C0075 through E22C0104, E22D0345 through E22D0396, E22M0111 through E22M0122, E22R0449 through E22R0506, E22S0017 through E22S0021, E22T0021 through E22T0023, E22V0068 through E22V0073, E22X0323 through E22X0334, AND E22Y0028 through E22Y0030 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130528 through 130649, out-of-date sequence purchase order numbered DJ-130006, and processed food and commodity purchase orders numbered GS-130010, GS-130011, and GS-130012 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 76592 through 77052 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8055 through 8105 for the 2010/2011 school year.

1g. Approve Independent Contractor Agreement between Fullerton School District and Theresa Minko dba Lizard Wizard for preschool classroom presentations.

1h. Approve Classified tuition reimbursements.

1i. Approve Interagency Agreement between Fullerton School District and Mediscan and for Speech Language Pathology Services beginning February 10, 2011 through June 30, 2011.

1j. Approve Interagency Agreement between Fullerton School District and Progressus for Speech Language Pathology Services beginning February 10, 2011 through June 30, 2011.

1k. Approve Consultant Agreement between Fullerton School District and Dr. Nancy Porras to provide English Language Parent Education Classes at Commonwealth School effective February 16, 2011 through March 25, 2011.

1l. Approve Consultant Agreement between Fullerton School District and Renee Hill at Maple School for additional days of training beginning February 9, 2011 through June 1, 2011.

1m. Approve/Ratify out-of-state conference for the California Public Employers Employee Health Care Coalition (CPEEHCC) training January 19-21, 2011, in Las Vegas, Nevada for Naidene Warren Sakamoto.

1n. Approve cooperative agreement between Fullerton School District and Pepperdine University to commence February 9, 2011.

1o. Approve student teaching agreement between Fullerton School District and Grand Canyon University to commence February 9, 2011.

1p. Adopt Special Education Local Plan Area (SELPA) Local Education Agency (LEA) Assurances.

1q. Adopt Resolutions numbered 10/11-B028 through 10/11-B037 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1r. Adopt Resolution Number 10/11-B40-001 (CFD No. 2001-1, District 48, Amerige Heights) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1s. Adopt Resolution Number 10/11-B48-001 (CFD No. 2001-1, District 48, Amerige Heights) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1t. Approve/Ratify local assignment for Certificated staff member Jane Choe.

Board Agenda #1u was pulled from the agenda.

1u. Approve Agreement between Fullerton School District and Horizon Intertainment, LLC, to provide "Teen Truth Live: Bully" presentation on February 22, 2011 at Ladera Vista Junior High School.

1v. Approve Consultant Agreement between Fullerton School District and Dr. Suzanne Robinson to provide professional development training for Beginning Teacher Support and Assessment Program (BTSA) Participating Teachers on February 15, 2011.

#### Discussion/Action Items

2a. Approve New Board Policy 0420.4 Charter Schools

Kathy Ikola, Assistant to the Superintendent, stated this is the second reading of Board Policy 0420.4 with no previous revisions requested by the Board. Trustee Thompson made a motion to change a sentence from "The Board of Trustees believes that charter schools provide one opportunity to implement school-level reform..." to "The Board of Trustees believes that charter schools provide *an excellent* opportunity to implement school level reform..." Hearing no second motion, BP 0420.4 was left to read "one opportunity to implement school-based level reform. It was then moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve New Board Policy 0420.4.

2b. Adopt Resolution #10/11-20 of the Fullerton School District authorizing the filing of a lawsuit against the Orange County Health Care Agency (OCHCA) should this become necessary.

The Board of Trustees held discussion regarding filing a lawsuit against the Orange County Health Care Agency (OCHCA) should this become necessary. Dr. Gary Cardinale, Assistant Superintendent of Business Services,

shared with the Board it was time sensitive for them to take action on the Resolution. It was then moved by Hilda Sugarman, seconded by Janny Meyer and carried 4-1 (Trustee Thompson opposed) to adopt Resolution #10/11-20 of the Fullerton School District authorizing the filing of a lawsuit against the Orange County Health Care Agency (OCHCA) should this become necessary.

#### Administrative Report

Board Agenda Item #3a previously addressed.

3a. Occupational Therapy Program Report.

3b. Common Core State Standards (CCSS) Overview.

Janet Morey, Assistant Superintendent of Educational Services, presented an overview of the Common Core State Standards. Sue Albano, Director of Educational Services, and Sung Chi, Coordinator of Educational Services, assisted Mrs. Morey in the presentation.

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

There were no requests.

#### Adjournment

President Thornley adjourned the Regular meeting on February 8, 2011 at 8:21 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, February 22, 2011  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

5:00 p.m.- Recess to Closed Session – Agenda:

Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Budget Advisory Committee Report

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 February 8, 2011

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.



- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered E22C0105 through E22C0113, E22D0397 through E22D0420, E22M0123 through E22M0128, E22R0507 through E22R0532, E22T0024 through E22T0027, E22V0074 through E22V0077, and E22X0335 through E22X0339 for the 2010/2011 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 130650 through 130689 for the 2010/2011 school year.
- 1e. Approve/Ratify warrants numbered 77053 through 77094 for the 2010/2011 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 8106 through 8114 for the 2010/2011 school year.
- 1g. Approve agreement for provision of Orange County Friday Night Live Partnership services between Orange County Superintendent of Schools and Fullerton School District- Fiscal Year 2010/2011.
- 1h. Approve/Ratify Early Intervention for School Success (EISS) Independent Contractor Agreement between Fullerton School District and Lynda Okerson on February 18, 2011.
- 1i. Approve/Ratify Classified Personnel Report.
- 1j. Approve Consultant Agreement between Fullerton School District and Tony Orozco to provide "Positive Discipline in Action" parent workshops beginning February 23, 2011 through March 30, 2011 at Raymond School.
- 1k. Approve amendment to 2010/2011 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1l. Adopt Resolution #10/11-21 proclaiming March 7-11, 2011 as School Administrator Week in the Fullerton School District.
- 1m. Approve Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of February 23, 2011 through February 23, 2012.

#### Administrative Report

- 2a. "Sunshine" Fullerton School District's successor agreement (2011/2012, 2012/2013, and 2013/2014) proposal to negotiate with Fullerton Elementary Teachers Association (FETA).

#### 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, March 8, 2011, 5:00 p.m. Closed Session, 6:00 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** February 22, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), 2010/2011 BTSA Induction Program support provider stipend, and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 22, 2011**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Mayra Castro	Substitute Teacher	Employ	100	01/27/11
Katherine Koch	Substitute Teacher	Employ	100	01/25/11
Allison Lakso	Substitute Teacher	Employ	100	02/04/11
George Lara	Substitute Teacher	Employ	100	01/31/11
Whitney Marcus	Substitute Teacher	Employ	100	01/21/11

**2010/2011 BTSA INDUCTION PROGRAM SUPPORT PROVIDER STIPEND**

**Approve \$1,400.00 from Budget 0135555223-1901 to be paid in two increments, \$650.00 in March 2011 and \$750.00 in June 2011, for the following certificated personnel:**

Patt Hawkey

**LEAVE(S) OF ABSENCE**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Monah Chung	Resource/Richman	Leave of Absence	01/14/11-03/21/11

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 February 22, 2011.

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Clerk/Secretary

CONSENT ITEM

**DATE:** February 22, 2011

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

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

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

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

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

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

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

GC:md  
Attachment

**FULLERTON SCHOOL DISTRICT***Gifts – February 22, 2011*

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Mr. Paul Wilson (Family Member)	Monetary donation of \$55.00 for technology program
Beechwood	Western Digital Corporation (Community Partner)	Monetary donation of \$122.31 for general supplies
Beechwood	Mrs. Jill Stecher (Parent)	Monetary donation of \$101.92 for general supplies
Fisler	Fullerton Excellence in Education Foundation (Other: FEEF)	Monetary donation/grant of \$1,300.00 for Julienne Lee for Apple Remote Desktop System
Fisler	Fisler PTSA	Monetary donation of \$2,000.00 for Fisler Media Center
Fisler	Fisler PTSA	Monetary donation of \$367.72 for the school
Fisler	Fisler PTSA	Monetary donation of \$1,775.00 for the school and for field trip
Fisler	Fisler PTSA	Monetary donation of \$4,008.00 for field trip
Fisler	Cheryl Lee/Apple, Inc. (Community Partner)	Monetary donation of \$500.00 for Apple Tour
Golden Hill	Golden Hill PTA	Monetary donation of \$5,885.15 for 6th Grade Outdoor Science Camp
Laguna Road	Theodoros & Fotini Daskalakis (Parents)	Monetary donation of \$100.00 for the school
Maple	Target Field Trip Grants Program/Scholarships (Grants Program)	Monetary donation of \$700.00 for the school
Orangethorpe	McDonalds/Warmel Management Co. (Community Partner)	Monetary donation of \$782.92 for the school
Pacific	Anaheim United Methodist Women (Community Partner)	Monetary donation of \$4,000.00 for Accelerated Reader
Parks	Michael & Orba Smith (Staff and Spouse of Staff Member)	Donation of 160 white binders
Raymond	Raymond PTA	Monetary donation of \$2,072.40 for outdoor education
Raymond	Target/Scholarship America (Community Partner)	Monetary donation of \$700.00 for 1 <sup>st</sup> grade field trip

FULLERTON SCHOOL DISTRICT

*Gifts – February 22, 2011*

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Richman	Corpus Christi Institute #188/Young Ladies Institute/Lynn M. Durand (Community Partner)	Monetary donation of \$300.00 for Richman Readers
Rolling Hills	Irene M. Silva (Parent)	Monetary donation of \$100.00 for MP3 program
Sunset Lane	Eunsung and Jonghee Park (Parents)	Monetary donation of \$300.00 for the school

CONSENT ITEM

**DATE:** February 22, 2011

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

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

**PREPARED BY:** Suwen Su, Director of Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED E22C0105 THROUGH E22C0113, E22D0397 THROUGH E22D0420, E22M0123 THROUGH E22M0128, E22R0507 THROUGH E22R0532, E22T0024 THROUGH E22T0027, E22V0074 THROUGH E22V0077, AND E22X0335 THROUGH E22X0339 FOR THE 2010/2011 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered E22C0105 through E22C0113, E22D0397 through E22D0420, E22M0123 through E22M0128, E22R0507 through E22R0532, E22T0024 through E22T0027, E22V0074 through E22V0077, and E22X0335 through E22X0339 for the 2010/2011 fiscal year.

GC:SS:md  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/22/2011**

FROM 01/20/2011 TO 01/31/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0105	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0106	UC REGENTS	690.00	690.00	0132952101 5210	Aftr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
E22C0107	ORANGE CNTY DEPARTMENT OF EDUC	220.00	220.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0108	COMPUTER USING EDUCATORS INC	550.00	550.00	0130227101 5210	Econ Impact Aid Sunset Lane / Conferences and Meetings
E22C0109	FUTURE HORIZONS INC	320.00	320.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0110	CA ASSOC FOR BEHAVIOR ANALYSIS	385.00	385.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0111	BUREAU OF EDUCATION AND RESEAR	215.00	215.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
E22C0112	DEVELOPMENTAL RESOURCES	258.00	258.00	0130430103 5210	SLIP Instruction Fisler / Conferences and Meetings
E22C0113	CALIFORNIA ASSOCIATION FOR GIF	1,290.00	1,290.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
E22D0397	CDW.G	37.87	37.87	0111610101 6410	Donations Instr Acacia / New Equip Less Than \$10,000
E22D0398	CDW.G	235.47	235.47	0130422103 4310	SLIP Instruction Pacific Dr / Materials and Supplies Instr
E22D0399	STARFALL EDUCATION	270.00	270.00	0109725249 4310	Suppl Grant Media Richman / Materials and Supplies Instr
E22D0400	GOV CONNECTION	652.62	652.62	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22D0401	KAPLAN SCHOOL SUPPLY	920.75	920.75	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22D0402	APPLE COMPUTER INC.	2,601.30	2,601.30	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22D0403	DAISY IT	767.58	767.58	0109729279 4350	S Grant Support Admin Woodcres / Materials and Supplies
E22D0404	LITERACY EMPOWERMENT	272.00	272.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
E22D0405	E L ACHIEVE	4,738.14	4,738.14	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
E22D0406	AMAZON.COM	130.49	130.49	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
E22D0407	SOPRIS WEST	404.88	404.88	0109725249 4310	Suppl Grant Media Richman / Materials and Supplies Instr
E22D0408	LITERACY EMPOWERMENT	340.00	340.00	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
E22D0409	SOLUTION TREE LLC	88.60	88.60	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
E22D0410	AMERICAN ALLIANCE FOR HEALTH	151.16	151.16	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22D0411	B AND H PHOTO VIDEO INC	260.78	260.78	0132030101 4310	Calif Tech Asst Proj Fisler / Materials and Supplies Instr



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/22/2011**

FROM 01/20/2011 TO 01/31/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0412	BARRETT ROBINSON INC	367.73	367.73	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
E22D0413	NASCO WEST INC	603.66	603.66	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
E22D0414	ORION PRINT CONSULTANTS	1,161.51	1,161.51	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
E22D0415	SPRINT PCS	107.97	107.97	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22D0416	AT&T MOBILITY	53.29	53.29	1231019271 4350	Preschool Administration / Materials and Supplies Office
E22D0417	CALLOWAY HOUSE INC	219.01	219.01	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
E22D0418	DAISY IT	660.97	660.97	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22D0419	SCHOOL MATE	101.19	101.19	0109729279 4350	S Grant Support Admin Woodcres / Materials and Supplies
E22D0420	PRESIDENT'S CHALLENGE	362.96	362.96	0134130103 4310	PE Teacher Incen Grant Fisler / Materials and Supplies Instr
E22M0123	ORANGE COUNTY APPLIANCE PARTS	17.40	17.40	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0124	TOMARK INC	353.41	353.41	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0125	SURFACE TECHNOLOGY COMPANY	310.13	310.13	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22M0126	COVENANT AIR SYSTEM	435.00	435.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0127	AMERICAN TIME AND SIGNAL	34.95	34.95	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0128	GHATAODE BANNON ARCHITECTS	49,000.00	49,000.00	2567250859 5805	Facilities Growth Dev Fees / Consultants
E22R0507	COUNTY OF ORANGE	396.00	396.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
E22R0508	AMAZON.COM	576.56	576.56	0109555101 4310	Beckman Science Instructional / Materials and Supplies
E22R0509	HURLEY, PAT	700.00	700.00	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
E22R0510	QUIRK, SHARON	163.09	163.09	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22R0511	CREATIVE COOKBOOK COMPANY	1,318.00	1,318.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
E22R0512	MONTOYA, KRISTIN	69.05	69.05	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
E22R0513	APPLE COMPUTER INC.	20.66	20.66	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
E22R0514	WHISNANT, KAREN	104.50	104.50	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22R0515	ORANGE CNTY DEPARTMENT OF EDUC	767.25	767.25	0111630101 5850	Donation Discretionary Fisler / Admission Fees

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/22/2011**

FROM 01/20/2011 TO 01/31/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0516	NGUYEN, LAN	101.60	101.60	0130417103 4310	SLIP Instruction Ladera Vista / Materials and Supplies Instr
E22R0517	FULLERTON, CITY OF	600.00	600.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
E22R0518	MUSEUM OF TOLERANCE	1,990.00	1,990.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
E22R0519	HARLAND TECHNOLOGY SERVICES	481.00	481.00	0152258749 5640	Personnel Commission Discret / Repairs by Vendors
E22R0520	CDW.G	150.58	150.58	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0521	ENTERTAINMENT PUBLICATIONS	1,950.00	1,950.00	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
E22R0522	HRUBY, VICTORIA	173.00	173.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0523	CALDERON, SARA	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0524	ALEXANDER, JOSHUA	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0525	STEELE, HOLLY	321.09	321.09	0111611121 4310	Math Science Olympiad Beechwd / Materials and Supplies
E22R0526	SMITH, PATRICIA	250.00	250.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0527	HERNANDEZ, MARGARITA	316.00	316.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0528	GLASBY, SHANNON	230.98	230.98	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0529	RANCHO SANTIAGO COMMUNITY	600.00	600.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
E22R0530	HUMAN KINETICS	528.41	528.41	0140155239 4310	Curriculum Development Discret / Materials and Supplies
E22R0531	GENERAL BINDING CORP	414.12	414.12	0130215101 5630	Econ Impact Aid Golden Hill / Rents and Leases
E22R0532	PRIORITY MAILING SYSTEMS INC	316.50	316.50	0152957729 4350	Districtwide Expenditures Supt / Materials and Supplies
E22T0024	FLEET SERVICES INC	1.00	1.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
E22T0025	IPC USA INC	24,143.99	1,931.52	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			10,623.35	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			11,589.12	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
E22T0026	FULLERTON FIRE DEPARTMENT	294.00	147.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			147.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
E22T0027	CUSTOM DESIGN UNIFORM CO	103.69	51.85	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
			51.84	0156656369 4362	Transportation Special Ed DC / Supplies Uniforms

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/22/2011**

FROM 01/20/2011 TO 01/31/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22V0074	APPLE COMPUTER INC.	731.36	79.95	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			651.41	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
E22V0075	TROXELL COMMUNICATIONS	6,195.49	6,195.49	0109710109 6410	Suppl Grant Support Acacia / New Equip Less Than
E22V0076	COMMUNITY PLAYTHINGS	2,903.63	1,392.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			1,511.63	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
E22V0077	APPLE COMPUTER INC.	548.66	548.66	0130219101 6410	Economic Impact Aid Maple / New Equip Less Than
E22X0335	VERIZON WIRELESS	650.00	650.00	0140955829 5900	Info Systems Serv Utility DC / Communications
E22X0336	SPRINT PCS	4,800.00	4,800.00	0132952101 5900	Aftr Schl Ed Sfty Grt Cohort 6 / Communications
E22X0337	KAMALU, JOYLANI ROSEANN	6,900.00	6,900.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0338	TOYS R US	410.00	410.00	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
E22X0339	KOHL, BRIAN	15,000.00	15,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
	<b>Fund 01 Total:</b>	<b>92,260.00</b>			
	<b>Fund 12 Total:</b>	<b>4,609.03</b>			
	<b>Fund 25 Total:</b>	<b>49,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>145,869.03</b>			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **02/22/2011**

FROM 01/20/2011 TO 01/31/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0349	DEMCO INC	35.01	+11.15	0109725249 4310	Suppl Grant Media Richman / Materials and Supplies Instr
E22V0073	COMMUNITY PLAYTHINGS	1,139.71	+128.33	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
E22X0079	SOUTHWEST SCHOOL SUPPLY	3,000.00	+1,500.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
E22Z0048	ROTO ROOTER	9,000.00	+3,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22Z0056	TRI ED INC	4,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
<b>Fund 01 Total:</b>			<b>6,639.48</b>		
<b>Total Amount of Change Orders:</b>			<b>6,639.48</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

02/22/2011

FROM 01/20/2011 TO 01/31/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0074	SACRAMENTO CNTY OFFICE OF EDUC	175.00	175.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
E22C0096	ORANGE COUNTY ADMINISTRATORS	40.00	40.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22R0492	CHONG, JASON	40.00	40.00	0111623101 4310	Parks Made in the Shade Instr / Materials and Supplies
E22R0495	NATIONAL SCIENCE TEACHERS ASSO	1,102.69	1,102.69	0108955101 4310	Hands On Science Instructional / Materials and Supplies
E22R0506	AMTRAK GROUP SALES	1,413.00	1,413.00	0111630101 5899	Donation Discretionary Fisler / Other Expenses
	<b>Fund 01 Total:</b>	<b>2,770.69</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>2,770.69</b>			

**Full Elem CFD2000-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/22/2011

FROM 01/20/2011 TO 01/31/2011

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

**Full Elem CFD2000-01**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES**

**02/22/2011**

**FROM 01/20/2011 TO 01/31/2011**

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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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**

**02/22/2011**

**FROM 01/20/2011 TO 01/31/2011**

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



**Full Elem CFD2001-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/22/2011

FROM 01/20/2011 TO 01/31/2011

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

**Full Elem CFD2001-01**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES**

**02/22/2011**

**FROM 01/20/2011 TO 01/31/2011**

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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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**

**02/22/2011**

**FROM 01/20/2011 TO 01/31/2011**

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

CONSENT ITEM

**DATE:** February 22, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Assistant Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 130650 THROUGH 130689 FOR THE 2010/2011 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated January 20, 2011 through January 31, 2011, contains purchase orders numbered 130650 through 130689 for the 2010/2011 school year totaling \$108,371.16. There were no out-of-date sequence purchase orders or processed food and commodity purchase orders generated during this reporting period.

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 130650 through 130689 for the 2010/2011 school year.

GC:AC:dlh  
Attachment



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 1/20/2011 and 1/31/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>A &amp; R Distributors</b>	<b>130653</b>	<b>1/20/2011</b>	<b>1/26/2011</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
18	case	7003	Cracker, Jungle J&J 200/1oz/cs			\$18.4400	\$331.92
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$331.92
<b>A &amp; R Distributors</b>	<b>130660</b>	<b>1/21/2011</b>	<b>1/26/2011</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	8201	Chips, Potato Plain Lays 120			\$14.9800	\$29.96
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$29.96
						<b>Vendor Total:</b>	\$361.88
<b>Swift Produce</b>	<b>130654</b>	<b>1/21/2011</b>	<b>1/24/2011</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
3	case	999130	Banana, #54709 Petite green tip			\$20.9000	\$62.70
10	case	999261	Carrot sticks, #32959 200/1.6oz/case			\$21.9800	\$219.80
2	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs			\$16.4500	\$32.90
1	case	999113	Apples, green #52239 100/case			\$31.9500	\$31.95
1	case	999053	Apples, red #50709 100/case			\$31.9500	\$31.95
1	each	999071	Cantaloupe, each #55007			\$2.9500	\$2.95
1	each	999099	Honeydew melon #56007			\$3.7500	\$3.75
1	each	999070	Pineapple, each #59107			\$4.7500	\$4.75
1	each	999120	Lettuce, green leaf #19407			\$1.7900	\$1.79
2	each	999006	Cucumber, Each #15507			\$1.2900	\$2.58
2	each	999059	Pepper, red bell #23507			\$1.4500	\$2.90
2	each	999061	Tomato, each #27007			\$0.7500	\$1.50
15	lb	999213	Lettuce, shredd 3/8 #39458 lb			\$0.8900	\$13.35
10	lb	999216	Salad, 4-way #39928 lb			\$0.8900	\$8.90
20	lb	999203	Broccoli florets #31608 lb			\$3.5900	\$71.80
20	lb	999208	Carrot coin, bulk #33258			\$1.1900	\$23.80
35	lb	999240	Jicama sticks, #38158			\$1.9900	\$69.65
30	lb	1	Peas, Snap pound #22918			\$3.6500	\$109.50
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$696.52
<b>Swift Produce</b>	<b>130655</b>	<b>1/21/2011</b>	<b>1/25/2011</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$59.90
<b>Swift Produce</b>	<b>130656</b>	<b>1/21/2011</b>	<b>1/26/2011</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$59.90
<b>Swift Produce</b>	<b>130657</b>	<b>1/21/2011</b>	<b>1/27/2011</b>				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$59.90

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 1/20/2011 and 1/31/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130661	1/24/2011	1/31/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)		\$29.9500	\$59.90
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$59.90
Swift Produce	130662	1/24/2011	2/1/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)		\$29.9500	\$59.90
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$59.90
Swift Produce	130663	1/24/2011	2/2/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)		\$29.9500	\$59.90
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$59.90
Swift Produce	130664	1/24/2011	2/3/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)		\$29.9500	\$59.90
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$59.90
Swift Produce	130665	1/24/2011	2/4/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, red 150/case #50309(Washington)		\$29.9500	\$59.90
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$59.90
				<b>Vendor Total:</b>		\$1,175.72
Gold Star Foods	130650	1/20/2011	1/26/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
80	case	54015	Cheese,String Cmdy LOL#987958 160/1oz.MOZZ		\$37.4429	\$2,995.43
10	case	55061	Chicken Fajita#03522, Tyson Bulk-277/2.3		\$72.9800	\$729.80
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$3,725.23
Gold Star Foods	130659	1/21/2011	2/11/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
80	case	7553	Cookie,Choc Chip, Red. Fat 1W, BV#70660 90/2oz		\$33.7400	\$2,699.20
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,699.20
Gold Star Foods	130688	1/25/2011	2/4/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
10	case	55059	Chicken, Popcorn #02940 Tyson 124/15pc/case		\$44.6000	\$446.00
20	case	57017	CheeseburgTwins Pierre #1151 80/5.5oz/case		\$51.6500	\$1,033.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,479.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 1/20/2011 and 1/31/2011

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$7,903.43

P & R Paper Supply Company, Inc. 130651 1/20/2011 1/27/2011

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
8	case	81005	Bag #8 white sand STW-08WC 2/M (HASHBROWNS)	\$14.1300	\$113.04
15	bundle	81021	Bag brown lunch #6 WPK-6LB 500/bundle	\$7.0500	\$105.75

Sales Tax: \$0.00  
P.O. Total: \$218.79

Vendor Total: \$218.79

ASR Food Distributors, Inc. 130687 1/25/2011 2/11/2011

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
52	case	30071	Burrito, Posada#1071765Egg,BaconChz, 24/CS	\$16.6200	\$864.24
30	case	7210	Bun,Honey Nemo's #20100 48/cs	\$21.0000	\$630.00
18	case	56301	Buttermilk Bar, SimplyBlues BB#2572 1W 72/2.5oz	\$22.8000	\$410.40

Sales Tax: \$0.00  
P.O. Total: \$1,904.64

Vendor Total: \$1,904.64

Action Sales 130658 1/21/2011 1/21/2011

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	DFG200 DOU	Convection Oven, Gas	\$12,248.0000	\$12,248.00
1	ea	1	Delivery & Installation Charge	\$300.0000	\$300.00

Sales Tax: \$1,071.70  
P.O. Total: \$13,619.70

Vendor Total: \$13,619.70

Hollandia Dairy 130666 1/24/2011 2/1/2011

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$354.00
3000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$498.90
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00

Sales Tax: \$0.00  
P.O. Total: \$1,478.40

Hollandia Dairy 130667 1/24/2011 2/1/2011

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$354.00
3000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$498.90
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 1/20/2011 and 1/31/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130667	1/24/2011	2/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50	
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50	
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,478.40
Hollandia Dairy	130668	1/24/2011	2/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00	
7000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,164.10	
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00	
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50	
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50	
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50	
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,674.60
Hollandia Dairy	130669	1/24/2011	2/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,663.00	
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00	
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50	
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50	
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50	
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,173.50
Hollandia Dairy	130670	1/24/2011	2/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,663.00	
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00	
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50	
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50	
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50	
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,173.50
Hollandia Dairy	130671	1/24/2011	2/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,663.00	
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00	
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50	
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50	
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50	
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,173.50

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 1/20/2011 and 1/31/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130672	1/24/2011	1/24/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
15000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,494.50		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$254.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$211.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$231.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$219.00		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$5,347.50
Hollandia Dairy	130673	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00		
8000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,330.40		
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00		
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50		
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50		
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,840.90
Hollandia Dairy	130674	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
14000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,328.20		
1200	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$152.40		
1200	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$126.60		
1200	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$138.60		
1200	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$131.40		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,815.20
Hollandia Dairy	130675	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
15000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,494.50		
1500	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$190.50		
1500	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$158.25		
1500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$173.25		
1500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$164.25		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$5,118.75
Hollandia Dairy	130676	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,416.00		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,663.00		
1200	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$152.40		
1200	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$126.60		
1200	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$138.60		
1200	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$131.40		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130676	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,796.00
Hollandia Dairy	130677	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
14000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,328.20		
1200	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$152.40		
1200	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$126.60		
1200	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$138.60		
1200	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$131.40		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,815.20
Hollandia Dairy	130678	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
14000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,328.20		
1200	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$152.40		
1200	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$126.60		
1200	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$138.60		
1200	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$131.40		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,815.20
Hollandia Dairy	130679	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00		
8000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,330.40		
800	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$101.60		
800	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$84.40		
800	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$92.40		
800	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$87.60		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,749.40
Hollandia Dairy	130680	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
13000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,161.90		
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00		
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50		
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50		
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,557.40
Hollandia Dairy	130681	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,416.00		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,663.00		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130681	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
800	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$101.60		
800	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$84.40		
800	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$92.40		
800	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$87.60		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
				<b>Sales Tax:</b>	\$0.00		
				<b>P.O. Total:</b>	\$3,613.00		
Hollandia Dairy	130682	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
7000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,239.00		
9000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,496.70		
800	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$101.60		
800	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$84.40		
800	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$92.40		
800	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$87.60		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
				<b>Sales Tax:</b>	\$0.00		
				<b>P.O. Total:</b>	\$3,269.70		
Hollandia Dairy	130683	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,770.00		
13000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$2,161.90		
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00		
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50		
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50		
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
				<b>Sales Tax:</b>	\$0.00		
				<b>P.O. Total:</b>	\$4,557.40		
Hollandia Dairy	130684	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,416.00		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,663.00		
800	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$101.60		
800	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$84.40		
800	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$92.40		
800	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$87.60		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
				<b>Sales Tax:</b>	\$0.00		
				<b>P.O. Total:</b>	\$3,613.00		
Hollandia Dairy	130685	1/24/2011	2/1/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$1,062.00		
8000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$1,330.40		
800	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$101.60		
800	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$84.40		
800	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$92.40		
800	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$87.60		
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00		
				<b>Sales Tax:</b>	\$0.00		
				<b>P.O. Total:</b>	\$2,926.40		

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 1/20/2011 and 1/31/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130686	1/24/2011	2/1/2011				<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.1770	\$885.00
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1663	\$831.50
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1270	\$127.00
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1055	\$105.50
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1155	\$115.50
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1095	\$109.50
10	cs	997031	Soy Milk Original PRL Van 8.25oz. 24/cs #7070	\$16.8000	\$168.00
20	cs	997094	Cottage Cheese, Low Fat, 5lb. #2044, 4/cs	\$7.3220	\$146.44
20	each	997014	Sour Cream 5-LB #2161	\$5.6155	\$112.31
100	case	997093	Yogurt LOL Asstd 4oz 48/case #2185	\$14.9624	\$1,496.24
100	ea	997092	Yogurt Vanilla 32lb #2700	\$28.8236	\$2,882.36
100	ea	997095	Yogurt, Lowfat Strawberry, 32lb #2705	\$28.4556	\$2,845.56
30	case	997017	Cream Cheese 100/1 oz cup/cs #5894	\$14.0000	\$420.00

**Sales Tax:** \$0.00  
**P.O. Total:** \$10,244.91

**Vendor Total:** ~~\$86,027.86~~  
\$ 82,231.86

U.S. Foodservice, Inc.	130652	1/20/2011	2/2/2011				<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	cs	70028	Cleanser Ajax #704359 24/21 oz.	\$18.2500	\$18.25
3	case	4205	Catsup #7330673 Del Monte 6/#10/cs	\$23.7400	\$71.22
9	cs	4241	Sauce, Bosco Pizza cups #558032 100/case	\$28.0300	\$252.27
46	cs	4351	Syrup #9178936 100/1.5/cs	\$6.6500	\$305.90

**Sales Tax:** \$1.60  
**P.O. Total:** \$649.24

U.S. Foodservice, Inc.	130689	1/25/2011	2/2/2011				<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
46	cs	4351	Syrup #9178936 100/1.5/cs	\$6.6500	\$305.90

**Sales Tax:** \$0.00  
**P.O. Total:** \$305.90

**Vendor Total:** \$955.14

**GRAND TOTAL** \$ 108,371.16

CONSENT ITEM

**DATE:** February 22, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Suwen Su, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 77053 THROUGH 77094 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 77053 through 77094 for the 2010/2011 school year totaling \$1,314,276.02. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,238,726.88
12 Child Development	3,778.26
21 Building Fund	13.41
25 Capital Facilities	22,473.67
68 Workers' Compensation	48,060.11
81 Property/Liability Insurance	1,223.69
Total	\$1,314,276.02

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 77053 through 77094 for the 2010/2011 school year.

GC:SS:md

CONSENT ITEM

**DATE:** February 22, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Assistant Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 8106 THROUGH 8114 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 8106 through 8114 for the 2010/2011 school year. The total amount presented for approval is \$21,410.81.

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 8106 through 8114 for the 2010/2011 school year.

GC:AC:dlh

CONSENT ITEM

**DATE:** February 22, 2011

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

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

**PREPARED BY:** Marilyn White, Director, Administrative Services

**SUBJECT:** APPROVE AGREEMENT FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT – FISCAL YEAR 2010/2011

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership (OCFNLP) takes the form of a partnership service program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership service program consists of a group of young people, along with an adult advisor, who work together to make positive change in their schools and communities. OCFNLP staff provides technical assistance, leadership training, and support for chapter development. Students meet during the lunch break.

Laguna Road School has offered a Friday Night Live Partnership service program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with the Fullerton School District and Laguna Road School. Orange County Department of Education is offering a total of \$700.00 in stipends. The two staff members at Laguna Road School who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members' names are:

Laguna Road School:

Loryn Lawson	\$350.00
Suzy Jurgensen	\$350.00

Rationale: Students at Laguna Road School have benefited from the many opportunities for school service, student leadership and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: \$700.00 reimbursement from Orange County Department of Education.

Recommendation: Approve agreement for provision of Orange County Friday Night Live Partnership services between Orange County Superintendent of Schools and Fullerton School District – Fiscal Year 2010/2011.



1  
2 AGREEMENT FOR PROVISION OF  
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES  
4 BETWEEN  
5 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
6 AND  
7 FULLERTON SCHOOL DISTRICT  
8 FISCAL YEAR 2010/2011  
9

10 This AGREEMENT, entered into this 1<sup>st</sup> day of March, 2011, which  
11 date is enumerated for purposes of reference only, is by and between  
12 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa  
13 Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT",  
14 and Fullerton School District, 1401 West Valencia Drive, Fullerton,  
15 California 92833, hereinafter referred to as "DISTRICT".

16 WITNESSETH:

17 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the  
18 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer  
19 Advisor Incentives for Implementation Friday Night Live (FNL), Club  
20 Live (CL) and Friday Night Live Kids (FNL Kids) Programs, and  
21 alcohol and other drug primary prevention youth services to the  
22 residents of Orange County; and

23 WHEREAS, SUPERINTENDENT is desirous of contracting with  
24 DISTRICT, subject to the approval of the County Administrator,  
25 hereinafter referred to as "ADMINISTRATOR", for the provision of  
Orange County Friday Night Live Partnership (OCFNLP) services in  
order to comply with the Agreement with COUNTY to provide  
comprehensive primary prevention programs to the residents of Orange  
County; and

WHEREAS, DISTRICT is specially trained, experienced and

1 competent to perform the services required, and is agreeable to the  
2 rendering of such services according to the terms and conditions  
3 hereinafter set forth.

4 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

5 1. SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages  
6 DISTRICT as an independent contractor to perform the following  
7 described work and DISTRICT hereby agrees to perform said Maximum  
8 obligation is Seven hundred dollars (\$700) per services upon the  
9 terms and conditions hereinafter set forth. DISTRICT'S chapter  
10 school site must meet the requirements to be eligible to receive a  
11 maximum of Seven hundred dollars (\$700.00) advisor incentive funds.

12 Verification and completion of all activities by May 1, 2011, is  
13 required to receive the full stipend. Payment will be based on the

14 number of advisors at each chapter site and the level of  
15 participation by each advisor, which will be determined by the  
16 SUPERINTENDENT'S Program Managers. Specifically, DISTRICT shall  
17 ensure that each school site meets the following requirements in  
18 order to maintain its eligibility for advisor incentive funds for  
19 the Orange County Friday Night Live Partnership Program:

20 1.1 Requirements for Advisor Incentives:

21 OCFNLP advisors who meet the eligibility requirements and  
22 meet all the requirements stated in the "2010-2011 OCFNLP  
23 Participation Requirements", which is attached hereto and  
24 incorporated by reference, have the opportunity to  
25 receive an Advisor Incentive. Amounts listed reflect  
payment distribution for the 2010-2011 fiscal year. Each

1 component may be counted only one time. Maximum  
2 obligation is Eight hundred dollars (\$800) per high  
3 school site. Maximum obligation is Seven hundred dollars  
4 (\$700) per middle/junior high school and elementary  
5 school site. There is an optional opportunity (described  
6 below) for FNL (high school) based chapters for One  
7 hundred dollars (\$100). Verification and completion of  
8 all activities by May 1, 2011, is required to receive the  
9 full stipend. Payments are made through district  
10 contracts.

11 1. Required Paperwork One hundred fifty dollars (\$150);

12 • Chapter Profile, Chapter Application, Sign-in  
13 Sheets Sixty (\$60) dollars.

14 • Monthly Logs - September through June Ninety  
15 dollars (\$90).

16 2. Evaluation and Data Collection One hundred fifty  
17 dollars (\$150);

18 • Retrospective Surveys Seventy-five dollars (\$75).

19 • Youth Development Survey Seventy-five dollars  
20 (\$75).

21 3. One (1) or more Advisor Trainings (*i.e., Advisor Kick-*  
22 *off, Advisor 101, Advisor Professional Development*  
23 *Academy*) One hundred dollars (\$100);

24 4. One (1) or more Youth-focused  
25 Leadership/Prevention/Advocacy Trainings One hundred  
dollars (\$100);

- 1 5. Three (3) school site prevention activities that engage  
2 a large portion of the school population (*i.e.*, AOD  
3 *prevention activities/projects, and/or service learning*  
4 *projects*) one hundred-fifty dollars (\$150);
- 5 6. Media Input (*i.e.*, *student generated letter, flyer,*  
6 *school wide announcements, and/or article submitted to*  
7 *school/local newspaper for AOD education*) Fifty dollars  
8 (\$50).
- 9 7. (Optional for High Schools only) FNL chapter leaders  
10 conduct a minimum of three (3) prevention activities at  
11 a feeder middle school. One hundred dollars (\$100)  
12 This opportunity is limited to six (6) high schools.  
13 Prior authorization by OCDE is required.

14 2. TERM. The term of this AGREEMENT shall commence on March 1,  
15 2011 and terminate no later than June 30, 2011, subject to  
16 termination as set forth in this AGREEMENT, provided, however,  
17 DISTRICT shall be obligated to perform such duties as would normally  
18 extend beyond this term including, but not limited to, obligations  
19 with respect to indemnification, audits, reporting, and accounting.  
20 This AGREEMENT shall be void unless approved by ADMINISTRATOR.

21 3. COMPENSATION.

22 A. SUPERINTENDENT shall compensate DISTRICT up to a maximum  
23 obligation of Seven hundred dollars (\$700.00). District's chapter  
24 school site must meet the all requirements to receive the maximum  
25 advisor incentive funds, "2010-2011 OCFNLP Participant  
Requirements", attached hereto as Exhibit "A" and incorporated

herein.

1 B. Payment shall be made upon performance of services,  
2 approval of SUPERINTENDENT or his designee, and receipt of an  
3 itemized invoice from DISTRICT in triplicate. All billings for the  
4 AGREEMENT period must be received by SUPERINTENDENT no later than  
5 **June 4, 2011.**

6 C. DISTRICT agrees that failure of DISTRICT to timely claim  
7 reimbursement is required in this AGREEMENT shall result in the  
8 inability of SUPERINTENDENT to pay DISTRICT for such services due to  
9 funding requirements of COUNTY.

10 D. Payment shall be mailed to: Fullerton School District,  
11 1401 West Valencia Drive, Fullerton, California 92833, or at such  
12 other place as DISTRICT may designate in writing.

13 4. PAYMENTS.

14 A. SUPERINTENDENT shall pay DISTRICT for the actual costs of  
15 providing the services hereunder; provided, however, the total of  
16 such payments does not exceed DISTRICT'S maximum obligation; and  
17 provided further, DISTRICT'S costs are reimbursable pursuant to  
18 County, State, and Federal Regulations. SUPERINTENDENT may, at its  
19 discretion, pay supplemental billings for any month that has been  
20 fully paid.

21 B. All billings to SUPERINTENDENT shall be supported by  
22 DISTRICT, by source documentation including, but not limited to,  
23 ledgers, journals, time sheets, invoices, bank statements, canceled  
24 checks, receipts, receiving records, and records of services  
25 provided.

1 C. SUPERINTENDENT may withhold or delay any payment if  
2 DISTRICT fails to comply with any provision set forth in this  
3 AGREEMENT.

4 D. DISTRICT shall not claim reimbursement for services  
5 provided beyond the expiration and/or termination of this AGREEMENT,  
6 except as may otherwise be provided under this AGREEMENT.

7 E. DISTRICT shall receive no compensation for the services  
8 provided pursuant to this AGREEMENT other than the rate set forth  
9 above.

10 F. The obligation of SUPERINTENDENT under this AGREEMENT is  
11 contingent upon the availability of funds furnished by COUNTY. In  
12 the event that such funding is terminated or reduced, this AGREEMENT  
13 may be terminated. SUPERINTENDENT shall give DISTRICT written  
14 notification of such termination. Notice shall be deemed served on  
15 the date of mailing.

16 G. DISTRICT shall not use any funds provided by means of this  
17 AGREEMENT for lobbying any governmental agency or official.  
18 DISTRICT shall file all certificates and reports in compliance with  
19 the requirement pursuant to Title 31, Section 1352, U.S.C.A.

20 5. COMPLIANCE.

21 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a  
22 Compliance Program for the purpose of ensuring adherence to all  
23 rules and regulations related to federal and state health care  
24 programs.

25 1. SUPERINTENDENT shall ensure that DISTRICT is made aware  
of the relevant policies and procedures relating to ADMINISTRATOR's

Compliance Program.

1  
2 2. DISTRICT shall ensure that its employees,  
3 subcontractors, interns, volunteers, and members of Board of  
4 Directors or duly authorized agents, if appropriate, ("Covered  
5 Individuals") relative to this AGREEMENT are made aware of  
6 ADMINISTRATOR'S Compliance Program and related policies and  
7 procedures.

8 3. SUPERINTENDENT has the option to adhere to  
9 ADMINISTRATOR'S Compliance Program or establish its own provided it  
10 has been approved and accepted by ADMINISTRATOR'S Compliance  
11 Officer.

12 4. Upon approval of SUPERINTENDENT'S Compliance Program by  
13 ADMINISTRATOR'S Compliance Officer, DISTRICT shall ensure that its  
14 employees, subcontractors, interns, volunteers, and members of Board  
15 of Directors or duly authorized agents, if appropriate, ("Covered  
16 Individuals") relative to this AGREEMENT are made aware of  
17 SUPERINTENDENT'S Compliance Program and related policies and  
18 procedures.

19 5. Failure of DISTRICT to submit its Compliance Program and  
20 relevant policies and procedures shall constitute a material breach  
21 of this AGREEMENT. Failure to cure such breach within sixty (60)  
22 calendar days of such notice from SUPERINTENDENT shall constitute  
23 grounds for termination of this AGREEMENT as to the non-complying  
24 party.

25 B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of  
Conduct for adherence by ADMINISTRATOR'S employees and contract

providers.

1  
2 1. SUPERINTENDENT shall ensure that DISTRICT is made aware  
3 of ADMINISTRATOR'S Code of Conduct.

4 2. DISTRICT shall ensure that its employees,  
5 subcontractors, interns, volunteers, and members of Board of  
6 Directors or duly authorized agents, if appropriate, ("Covered  
7 Individuals") relative to this AGREEMENT are made aware of  
8 ADMINISTRATOR'S Code of Conduct.

9 3. SUPERINTENDENT has the option to adhere to  
10 ADMINISTRATOR'S Code of Conduct or establish its own provided it has  
11 been approved and accepted by ADMINISTRATOR'S Compliance Officer.

12 4. Upon approval of SUPERINTENDENT'S Code of Conduct by  
13 ADMINISTRATOR, DISTRICT shall ensure that its employees,  
14 subcontractors, interns, volunteers, and members of Board of  
15 Directors or duly authorized agents, if appropriate, ("Covered  
16 Individuals") relative to this AGREEMENT are made aware of  
17 SUPERINTENDENT'S Code of Conduct.

18 5. DISTRICT shall submit to SUPERINTENDENT a signed  
19 acknowledgement and agreement that DISTRICT shall comply with  
20 SUPERINTENDENT or ADMINISTRATOR'S Code of Conduct.

21 6. Failure of DISTRICT to timely submit the acknowledgement  
22 of SUPERINTENDENT or ADMINISTRATOR'S Code of Conduct shall  
23 constitute a material breach of this AGREEMENT, and failure to cure  
24 such breach within sixty (60) calendar days of such notice from  
25 SUPERINTENDENT shall constitute grounds for termination of this  
AGREEMENT as to the non-complying party.



1 C. COVERED INDIVIDUALS - DISTRICT shall screen all Covered  
2 Individuals employed or retained to provide services related to this  
3 AGREEMENT to ensure that they are not designated as "Ineligible  
4 Persons," as defined hereunder. Screening shall be conducted  
5 against the General Services Administration's List of Parties  
6 Excluded from Federal Programs and the Health and Human  
7 Services/Office of Inspector General List of Excluded  
8 Individuals/Entities.

9 1. Ineligible Person shall be any individual or entity  
10 who:

11 a. is currently excluded, suspended, debarred or  
12 otherwise ineligible to participate in the federal health care  
13 programs; or

14 b. has been convicted of a criminal offense related  
15 to the provision of health care items or services and has not been  
16 reinstated in the federal health care programs after a period of  
17 exclusion, suspension, debarment, or ineligibility.

18 2. DISTRICT shall screen prospective Covered Individuals  
19 prior to hire or engagement. DISTRICT shall not hire or engage any  
20 Ineligible Person to provide services relative to this AGREEMENT.

21 3. DISTRICT shall screen all current Covered Individuals  
22 and subcontractors semi-annually (January and July) to ensure that  
23 they have not become Ineligible Persons. DISTRICT shall also request  
24 that its sub-subcontractors use their best efforts to verify that  
25 they are eligible to participate in all federal and State of  
California health programs and have not been excluded or debarred

1 from participation in any federal or state health care programs, and  
2 to further represent to DISTRICT that they do not have any  
3 Ineligible Person in their employ or under contract.

4 4. Covered Individuals shall be required to disclose to  
5 DISTRICT immediately any debarment, exclusion or other event that  
6 makes the Covered Individual an Ineligible Person. DISTRICT shall  
7 notify SUPERINTENDENT immediately upon such disclosure.

8 5. DISTRICT acknowledges that Ineligible Persons are  
9 precluded from providing federal and state funded health care  
10 services by contract with SUPERINTENDENT in the event that they are  
11 currently sanctioned or excluded by a federal or state law  
12 enforcement regulatory or licensing agency. If DISTRICT becomes  
13 aware that a Covered Individual has become an Ineligible Person,  
14 DISTRICT shall remove such individual from responsibility for, or  
15 involvement with, SUPERINTENDENT business operations related to this  
16 AGREEMENT.

17 6. DISTRICT shall notify SUPERINTENDENT immediately if a  
18 Covered Individual or entity is currently excluded, suspended or  
19 debarred, or is identified as such after being sanction screened.  
20 Such individual or entity shall be immediately removed from  
21 participating in any activity associated with this AGREEMENT.  
22 SUPERINTENDENT will determine if any repayment is necessary from  
23 DISTRICT for services provided by ineligible person or individual.

#### 24 D. REIMBURSEMENT STANDARDS

25 1. DISTRICT shall take reasonable precaution to ensure that  
the coding of health care claims, billings and/or invoices for same

1 are prepared and submitted in an accurate and timely manner and are  
2 consistent with federal, state and county laws and regulations.  
3 This includes compliance with federal and state health care program  
4 regulations and procedures or instructions otherwise communicated by  
5 regulatory agencies including the Centers for Medicare and Medicaid  
6 Services or their agents.

7 2. DISTRICT shall submit no false, fraudulent, inaccurate  
8 or fictitious claims for payment or reimbursement of any kind.

9 3. DISTRICT shall bill only for those eligible services  
10 actually rendered which are also fully documented. When such  
11 services are coded, DISTRICT shall use accurate billing codes to  
12 accurately describe the services provided and to ensure compliance  
13 with all billing and documentation requirements.

14 4. DISTRICT shall act promptly to investigate and correct  
15 any problems or errors in coding of claims and billing, if and when,  
16 any such problems or errors are identified.

17 E. COMPLIANCE TRAINING - SUPERINTENDENT shall make  
18 ADMINISTRATOR'S General Compliance Training and Provider Compliance  
19 Training, where appropriate, available to DISTRICT and its Covered  
20 Individuals.

21 1. Such training will be made available to Covered  
22 Individuals within thirty (30) calendar days of employment or  
23 engagement.

24 2. Such training will be made available to each Covered  
25 Individual annually.

3. Each Covered Individual attending training shall

1 certify, in writing, attendance at compliance training. DISTRICT  
2 shall retain the certifications. Upon written request by  
3 SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

4 6. CONFIDENTIALITY.

5 A. DISTRICT shall agree to maintain the confidentiality of all  
6 records, including billings and any audio and/or video recordings,  
7 in accordance with all applicable Federal and State codes and  
8 regulations, as they now exist or may hereafter be amended or  
9 changed.

10 B. Prior to providing any services pursuant to this AGREEMENT,  
11 all DISTRICT members of the Board of Directors or its designee or  
12 authorized agent, employees, consultants, subcontractors, volunteers  
13 and interns shall agree, in writing, with DISTRICT to maintain the  
14 confidentiality of any and all information and records which may be  
15 obtained in the course of providing such services. The agreement  
16 shall specify that it is effective irrespective of all subsequent  
17 resignations or terminations of DISTRICT members of the Board of  
18 Directors or its designee or authorized agent, employees,  
19 consultants, subcontractors, volunteers and interns.

20 7. CONFLICT OF INTEREST.

21 A. DISTRICT, while providing services under this AGREEMENT,  
22 shall not refer clients or accept client referrals to his or her  
23 private practice or services.

24 B. The parties hereto acknowledge that DISTRICT may be  
25 affiliated with one or more organizations or professional practices  
located in Orange County. DISTRICT therefore warrants that he/she

1 shall not violate any applicable law, rule or regulation of any  
2 governmental entity relating to conflict of interest. DISTRICT  
3 shall not knowingly undertake any act which unjustifiably results in  
4 any relative benefit to any organization or professional practice  
5 with which he/she is affiliated as a direct or indirect result,  
6 whether economic or otherwise in nature, of the performance of  
7 duties and obligations required by this AGREEMENT, when compared to  
8 the result such act has on any other organization or professional  
9 practice.

10 8. EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it  
11 shall fully comply with all federal and state statutes and  
12 regulations regarding the employment of aliens and others and to  
13 ensure that employees, sub-subcontractors and consultants performing  
14 work under this AGREEMENT meet the citizenship or alien status  
15 requirement set forth in federal statutes and regulations.  
16 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors  
17 and consultants performing work hereunder, all verification and  
18 other documentation of employment eligibility status required by  
19 federal or state statutes and regulations including, but not limited  
20 to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324  
21 et seq., as they currently exist and as they may be hereafter  
22 amended. DISTRICT shall retain all such documentation for all  
23 covered employees, sub-subcontractors and consultants for the period  
24 prescribed by the law.

25 9. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the  
obligations hereunder, either in whole or in part, without the prior

1 written consent of SUPERINTENDENT and ADMINISTRATOR. This Agreement  
2 shall not terminate or alter the responsibilities of SUPERINTENDENT  
3 to COUNTY to assure that all activities and provisions described in  
4 COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

5 10. INDEMNIFICATION.

6 A. DISTRICT agrees to indemnify, defend with counsel approved  
7 in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and  
8 COUNTY, their elected and appointed officials, officers, employees,  
9 agents and those special districts and agencies which COUNTY'S Board  
10 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")  
11 harmless from any claims, demands, or liability of any kind or  
12 nature, including but not limited to personal injury or property  
13 damage, arising from or related to the services, products or other  
14 performance provided by DISTRICT pursuant to this AGREEMENT. If  
15 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by  
16 a court of competent jurisdiction because of the concurrent active  
17 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,  
18 SUPERINTENDENT, and COUNTY agree that liability will be apportioned  
19 as determined by the court. None of the parties shall request a  
20 jury apportionment.

21 B. SUPERINTENDENT agrees to indemnify, defend with counsel  
22 approved in writing by DISTRICT and COUNTY, and hold DISTRICT and  
23 COUNTY, their elected and appointed officials, officers, employees,  
24 agents and those special districts and agencies which COUNTY'S Board  
25 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")  
harmless from any claims, demands, or liability of any kind or

1 nature, including but not limited to personal injury or property  
2 damage, arising from or related to the services, products or other  
3 performance provided by DISTRICT pursuant to this AGREEMENT. If  
4 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by  
5 a court of competent jurisdiction because of the concurrent active  
6 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,  
7 SUPERINTENDENT, and COUNTY agree that liability will be apportioned  
8 as determined by the court. None of the parties shall request a  
9 jury apportionment.

10 C. In the event DISTRICT provides services at the  
11 SUPERINTENDENT'S facility, DISTRICT shall ensure its compliance with  
12 all safety and health requirements for its employees in accordance  
13 with federal, state and county safety and health regulations. Prior  
14 to the execution of this AGREEMENT, DISTRICT shall furnish evidence  
15 satisfactory to SUPERINTENDENT, that DISTRICT has secured, for the  
16 period of this AGREEMENT, full Worker's Compensation coverage from a  
17 reputable insurance company licensed to do business in the State of  
18 California.

19 11. INSPECTIONS AND AUDITS.

20 A. SUPERINTENDENT, ADMINISTRATOR, any authorized  
21 representative of COUNTY, any authorized representative of the State  
22 of California, the Secretary of the United States Department of  
23 Health and Human Services, the Controller General of the United  
24 States, or any other of their authorized representatives, shall have  
25 access to any books, documents, and records, including but not  
limited to, medical and client records of DISTRICT that are directly

1 pertinent to this AGREEMENT, for the purpose of responding to a  
2 beneficiary complaint or conducting an audit, review, evaluation, or  
3 examination, or making transcripts during the periods of retention  
4 set forth in the Records Management and Maintenance paragraph of  
5 this AGREEMENT. Such persons may at all reasonable times inspect or  
6 otherwise evaluate the services provided pursuant to this AGREEMENT,  
7 and the premises in which they are provided.

8 B. DISTRICT shall actively participate and cooperate with any  
9 person specified in subparagraph A above in any evaluation or  
10 monitoring of the services provided pursuant to this AGREEMENT, and  
11 shall provide the above-mentioned persons adequate office space to  
12 conduct such evaluation or monitoring.

13 C. AUDIT RESPONSE

14 1. Following an audit report, in the event of non-  
15 compliance with applicable laws and regulations governing funds  
16 provided through this AGREEMENT, SUPERINTENDENT may terminate this  
17 AGREEMENT as provided for in the Termination paragraph or direct  
18 DISTRICT to immediately implement appropriate corrective action. A  
19 plan of corrective action shall be submitted to SUPERINTENDENT and  
20 ADMINISTRATOR in writing within thirty (30) calendar days after  
21 receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

22 2. If the audit reveals that money is payable from one  
23 party to the other, that is, reimbursement by DISTRICT to  
24 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to  
25 DISTRICT, said funds shall be due and payable from one party to the  
other within sixty (60) calendar days of receipt of the audit



1 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,  
2 and such reimbursement is not received within said sixty (60)  
3 calendar days, SUPERINTENDENT may, in addition to any other remedies  
4 provided by law, reduce any amount owed DISTRICT by an amount not to  
5 exceed the reimbursement due SUPERINTENDENT.

6 D. DISTRICT shall forward to SUPERINTENDENT and ADMINISTRATOR  
7 a copy of any audit report within fourteen (14) calendar days of  
8 receipt. Such audit shall include, but not be limited to,  
9 management, financial, programmatic or any other type of audit of  
10 DISTRICT's operations, whether or not the cost of such operation or  
11 audit is reimbursed in whole or in part through this AGREEMENT.

12 12. LICENSES AND LAW.

13 A. DISTRICT shall, throughout the term of this AGREEMENT,  
14 maintain all necessary licenses, permits, approvals, certificates,  
15 waivers, and exemptions necessary for the provision of the services  
16 hereunder and required by the laws and regulations of the United  
17 States, State of California, COUNTY, and any other applicable  
18 governmental agencies. DISTRICT shall notify SUPERINTENDENT  
19 immediately and in writing of its inability to obtain or maintain,  
20 irrespective of the pendency of an appeal, permits, licenses,  
21 approvals, certificates, waivers, and exemptions. Said inability  
22 shall be cause for termination of this AGREEMENT.

23 B. DISTRICT shall comply with all laws, rules or regulations  
24 applicable to the services provided hereunder, as any may now exist  
25 or be hereafter amended or changed, except those provisions or  
application of those provisions waived by the Secretary of the

1 Department of Health and Human Services.

2 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

3 1. DISTRICT agrees to furnish to SUPERINTENDENT within  
4 thirty (30) calendar days of the award of this AGREEMENT:

5 a. In the case of an individual contractor, his/her  
6 name, date of birth, social security number, and residence address;

7 b. In the case of a contractor doing business in a form  
8 other than as an individual, the name, date of birth, social  
9 security number, and residence address of each individual who owns  
10 an interest of ten percent (10%) or more in the contracting entity;

11 c. A certification that DISTRICT has fully complied  
12 with all applicable federal and state reporting requirements  
13 regarding its employees;

14 d. A certification that DISTRICT has fully complied  
15 with all lawfully served Wage and Earnings Assignment Orders and  
16 Notices of Assignment, and will continue to so comply.

17 2. Failure of DISTRICT to timely submit the data and/or  
18 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.  
19 above, or to comply with all federal and state employee reporting  
20 requirements for child support enforcement, or to comply with all  
21 lawfully served Wage and Earnings Assignment Orders and Notices of  
22 Assignment, shall constitute a material breach of this AGREEMENT;  
23 and failure to cure such breach within sixty (60) calendar days of  
24 notice from COUNTY shall constitute grounds for termination of this  
25 AGREEMENT.

3. It is expressly understood that this data will be

1 transmitted to governmental agencies charged with the establishment  
2 and enforcement of child support orders, or as permitted by federal  
3 and/or state statute.

4 13. NONDISCRIMINATION.

5 A. EMPLOYMENT

6 1. During the performance of this AGREEMENT, DISTRICT  
7 shall not unlawfully discriminate against any employee or applicant  
8 for employment because of his/her ethnic group identification, race,  
9 religion, ancestry, color, creed, sex, marital status, national  
10 origin, age (40 and over), sexual orientation, medical condition, or  
11 physical or mental disability. DISTRICT shall warrant that the  
12 evaluation and treatment of employees and applicants for employment  
13 are free from discrimination in the areas of employment, promotion,  
14 demotion or transfer; recruitment or recruitment advertising; layoff  
15 or termination; rate of pay or other forms of compensation; and  
16 selection for training, including apprenticeship. There shall be  
17 posted in conspicuous places, available to employees and applicants  
18 for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR  
19 and/or the United States Equal Employment Opportunity Commission  
20 setting forth the provisions of the Equal Opportunity clause.

21 2. All solicitations or advertisements for employees  
22 placed by or on behalf of DISTRICT shall state that all qualified  
23 applicants will receive consideration for employment without regard  
24 to ethnic group identification, race, religion, ancestry, color,  
25 creed, sex, marital status, national origin, age (40 and over),  
sexual orientation, medical condition, or physical or mental

1 disability. Such requirement shall be deemed fulfilled by use of  
2 the phrase "an equal opportunity employer."

3 3. Each labor union or representative of workers with  
4 which DISTRICT has a collective bargaining agreement or other  
5 contract or understanding must post a notice advising the labor  
6 union or workers' representative of the commitments under this  
7 Nondiscrimination paragraph and shall post copies of the notice in  
8 conspicuous places available to employees and applicants for  
9 employment.

10 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not  
11 discriminate in the provision of services, the allocation of  
12 benefits, or in the accommodation in facilities on the basis of  
13 ethnic group identification, race, religion, ancestry, color, creed,  
14 sex, marital status, national origin, age (40 and over), sexual  
15 orientation, medical condition, or physical or mental disability in  
16 accordance with Title IX of the Education Amendments of 1972; Title  
17 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age  
18 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
19 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California  
20 Code of Regulations, and all other pertinent rules and regulations  
21 promulgated pursuant thereto, and as otherwise provided by state law  
22 and regulations, as all may now exist or be hereafter amended or  
23 changed.

24 1. For the purpose of this subparagraph B.,  
25 "discrimination" includes, but is not limited to the following based  
on one or more of the factors identified above:

1 a. Denying a client or potential client any service,  
benefit, or accommodation.

2 b. Providing any service or benefit to a client which  
3 is different or is provided in a different manner or at a different  
4 time from that provided to other clients.

5 c. Restricting a client in any way in the enjoyment of  
6 any advantage or privilege enjoyed by others receiving any service  
7 or benefit.

8 d. Treating a client differently from others in  
9 satisfying any admission requirement or condition, or eligibility  
10 requirement or condition, which individuals must meet in order to be  
11 provided any service or benefit.

12 e. Assignment of times or places for the provision of  
13 services.

14 2. Complaint Process - DISTRICT shall establish procedures  
15 for advising all clients through a written statement that DISTRICT'S  
16 clients may file all complaints alleging discrimination in the  
17 delivery of services with DISTRICT, SUPERINTENDENT and  
18 ADMINISTRATOR, or the COUNTY'S Patient's Rights Office. DISTRICT'S  
19 statement shall advise clients of the following:

20 a. Whenever possible, problems shall be resolved  
21 informally and at the point of service. DISTRICT shall establish an  
22 internal informal problem resolution process for clients not able to  
23 resolve such problems at the point of service. Clients may initiate  
24 a grievance or complaint directly with DISTRICT either orally or in  
25 writing.

1                   1) COUNTY shall establish a formal resolution and  
2 grievance process in the event informal processes do not yield a  
3 resolution.

4                   2) Throughout the problem resolution and grievance  
5 process, client rights shall be maintained, including access to the  
6 Patients' Rights Office at any point in the process. Clients shall  
7 be informed of their right to access the Patients' Rights Office at  
8 any time.

9                   b. In those cases where the client's complaint is filed  
10 initially with the Patients' Rights Office, the Patients' Rights  
11 Office may proceed to investigate the client's complaint.

12                   c. Within the time limits procedurally imposed, the  
13 complainant shall be notified in writing as to the findings  
14 regarding the alleged complaint and, if not satisfied with the  
15 decision, may file an appeal with the Patients' Rights Office.

16                   C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with  
17 the provisions of Section 504 of the Rehabilitation Act of 1973 (29  
18 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and  
19 the Americans with Disabilities Act of 1990  
20 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of  
21 discrimination against qualified persons with disabilities in all  
22 programs or activities, as they exist now or may be hereafter  
23 amended together with succeeding legislation.

24                   D. RETALIATION - Neither DISTRICT, nor its employees or  
25 agents shall intimidate, coerce or take adverse action against any  
person for the purpose of interfering with rights secured by federal

1 or state laws, or because such person has filed a complaint,  
2 certified, assisted or otherwise participated in an investigation,  
3 proceeding, hearing or any other activity undertaken to enforce  
4 rights secured by federal or state law.

5 E. In the event of non-compliance with this paragraph or as  
6 otherwise provided by federal and state law, this AGREEMENT may be  
7 canceled, terminated or suspended in whole or in part and DISTRICT  
8 may be declared ineligible for further contracts involving federal,  
9 state or county funds.

10 14. REPORTS.

11 A. DISTRICT shall be required to submit to SUPERINTENDENT  
12 fiscal and/or programmatic reports, as required by SUPERINTENDENT.

13 B. Additional Reports: Upon SUPERINTENDENT'S request,  
14 DISTRICT shall make such additional reports available, as required  
15 by SUPERINTENDENT concerning DISTRICT'S activities as they affect  
16 the services hereunder. SUPERINTENDENT shall be specific to the  
17 information requested and allow thirty (30) calendar days for  
18 DISTRICT to respond.

19 15. RECORDS MANAGEMENT AND MAINTENANCE.

20 A. DISTRICT shall, throughout the term of this AGREEMENT,  
21 prepare, maintain and manage records appropriate to the services  
22 provided and in accordance with this AGREEMENT and all applicable  
23 requirements, which include, but are not limited to:

- 24 1. California Code of Regulation Title 22, §§70751(c),  
25 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and  
77143(a).

2. State of California, Health and Safety Code §123145.

1 B. DISTRICT shall ensure appropriate financial records  
2 related to cost reporting, expenditure, revenue, billings, etc., are  
3 prepared and maintained accurately and appropriately.

4 C. DISTRICT shall retain all financial records for a minimum  
5 of five (5) years from the commencement of the contract, unless a  
6 longer period is required due to legal proceedings such as  
7 litigations and/or settlement of claims.

8 D. DISTRICT shall make records pertaining to the costs of  
9 services, participant fees, charges, billings, and revenues  
10 available at one (1) location within the limits of the County of  
11 Orange.

12 E. If DISTRICT is unable to meet the record location criteria  
13 above, SUPERINTENDENT and ADMINISTRATOR may provide written approval  
14 to DISTRICT to maintain records in a single location, identified by  
15 DISTRICT.

16 F. DISTRICT may be required to retain all records involving  
17 litigation proceedings and settlement of claims for a longer term  
18 which will be directed by the SUPERINTENDENT and ADMINISTRATOR.

19 G. DISTRICT shall notify SUPERINTENDENT of any Public Record  
20 Act (PRA) request within twenty-four (24) hours. DISTRICT shall  
21 provide SUPERINTENDENT and ADMINISTRATOR all information that is  
22 requested by the PRA request.

23 16. STATUS OF SUBCONTRACTOR.

24 A. DISTRICT is, and shall at all times be deemed to be, an  
25 independent contractor and shall be wholly responsible for the



1 manner in which it performs the services required of it by the terms  
2 of this AGREEMENT.

3 B. DISTRICT warrants that it has all necessary licenses  
4 required to perform the services required by the terms of this  
5 AGREEMENT.

6 C. DISTRICT is entirely responsible for compensating staff,  
7 subcontractors, and consultants employed by DISTRICT. This  
8 AGREEMENT shall not be construed as creating the relationship of  
9 employer and employee, or principal and agent, between COUNTY,  
10 SUPERINTENDENT, and DISTRICT or any of DISTRICT'S employees, agents,  
11 consultants, or subcontractors. DISTRICT understands and agrees that  
12 he/she and all his/her employees shall not be considered officers,  
13 employees or agents of SUPERINTENDENT, and are not entitled to  
14 benefits of any kind or nature normally provided employees of  
15 SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are  
16 normally entitled, including, but not limited to, State Unemployment  
17 Compensation or Workers' Compensation. DISTRICT shall assume full  
18 responsibility for payment of all federal, state and local taxes or  
19 contributions, including unemployment insurance, social security and  
20 income taxes with respect to DISTRICT's employees.

21 D. DISTRICT assumes exclusively the responsibility for the  
22 acts of its employees, agents, consultants, or subcontractors as  
23 they relate to the services to be provided during the course and  
24 scope of their employment.

25 E. DISTRICT, its agents, employees, consultants, or  
subcontractors, shall not be entitled to any rights or privileges of

1 SUPERINTENDENT or COUNTY employees and shall not be considered in  
2 any manner to be SUPERINTENDENT or COUNTY employees.

3 17. NOTICES. All notices, claims, correspondence, reports, and/or  
4 statements authorized or required by this Agreement shall be  
5 addressed as follows:

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

11 DISTRICT: Fullerton School District  
12 1401 West Valencia Drive  
13 Fullerton, California 92833  
14 Attn: \_\_\_\_\_

15 18. TOBACCO USE POLICY. In the interest of public health,  
16 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
17 use of any tobacco products are prohibited in buildings and  
18 vehicles, and on any property owned, leased or contracted for by the  
19 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure  
20 to abide with conditions of this policy could result in the  
21 termination of this AGREEMENT.

22 19. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
23 must meet the approval of SUPERINTENDENT and COUNTY, and shall be  
24 subject to SUPERINTENDENT'S general right of inspection to secure the  
25 satisfactory completion thereof. DISTRICT agrees to comply with all  
federal, state and local laws, rules, regulations and ordinances that  
are now or may in the future become applicable to DISTRICT,  
DISTRICT's business, equipment and personnel engaged in operations  
covered by this AGREEMENT or occurring out of the performance of such  
operations.

1 20. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
2 redress for violation of, or to insist upon, the strict performance  
3 of any term or condition of this AGREEMENT, shall not be deemed a  
4 waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 21. TERMINATION.

8 A. Either party may terminate this AGREEMENT, without cause,  
9 upon thirty (30) calendar days written notice (Notice of  
10 Termination) given the other party.

11 B. Unless otherwise specified in this AGREEMENT,  
12 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar  
13 days written notice if DISTRICT fails to perform any of the terms of  
14 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may  
15 be allowed up to thirty (30) calendar days for corrective action.

16 C. SUPERINTENDENT may terminate this AGREEMENT immediately,  
17 upon written notice, on the occurrence of any of the following  
18 events:

19 1. The loss by DISTRICT of legal capacity.

20 2. Cessation of services.

21 3. The delegation or assignment of DISTRICT'S services,  
22 operation or administration to another entity without the prior  
23 written consent of COUNTY.

24 4. The neglect by any physician or licensed person  
25 employed by DISTRICT of any duty required pursuant to this  
AGREEMENT.

1           5. The loss of accreditation or any license required by  
2 the Licenses and Laws paragraph of this AGREEMENT.

3           6. The continued incapacity of any physician or licensed  
4 person to perform duties required pursuant to this AGREEMENT.

5           7. Unethical conduct or malpractice by any physician or  
6 licensed person providing services pursuant to this AGREEMENT;  
7 provided, however, COUNTY may waive this option if DISTRICT removes  
8 such physician or licensed person from serving persons treated or  
9 assisted pursuant to this AGREEMENT.

10           8. In the event DISTRICT should fail to perform the  
11 covenants contained in this AGREEMENT in the time and manner  
12 specified, SUPERINTENDENT may immediately terminate this AGREEMENT  
13 and is not obligated to pay any amounts billed for services by  
14 DISTRICT TO SUPERINTENDENT that have not been performed in the time  
15 and manner specified.

16           D. After receipt of the Notice of Termination, DISTRICT shall  
17 cancel all outstanding commitments covering the procurement of  
18 materials, supplies, equipment, and miscellaneous items.

19           22. SEVERABILITY. If any term, condition or provision of this  
20 AGREEMENT or application thereof to any person or circumstances is  
21 held by a court of competent jurisdiction to be invalid, void, or  
22 unenforceable, or if any provision of this AGREEMENT contravenes any  
23 federal, state or county statute, ordinance, or regulation, the  
24 remaining provisions of this AGREEMENT or application thereof will  
25 nevertheless continue in full force and effect, and shall not be  
affected, impaired or invalidated in any way.

1 23. ALTERATION OF TERMS. This AGREEMENT, together with any  
2 Exhibits attached hereto and incorporated herein by reference, fully  
3 expresses all understanding of SUPERINTENDENT and DISTRICT with  
4 respect to the subject matter of this AGREEMENT, and shall  
5 constitute the total AGREEMENT between the parties for these  
6 purposes. No addition to, or alteration of, the terms of this  
7 AGREEMENT, whether written or verbal, shall be valid unless made in  
8 writing and formally executed and approved by SUPERINTENDENT,  
9 DISTRICT, and ADMINISTRATOR.

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

13 ////  
14 ////  
15 ////

1 IN WITNESS WHEREOF, the parties have executed this AGREEMENT,  
2 in the County of Orange, State of California.

3 DISTRICT: FULLERTON SCHOOL  
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

BY: Patricia McCaughey  
Authorized Signature

7 PRINTED NAME: Mitch Hovey, Ed.D.

PRINTED NAME: Patricia McCaughey

8 TITLE: Superintendent

TITLE: Coordinator

9 DATE: February 23, 2011

DATE: January 26, 2011

10 COUNTY OF ORANGE, HEALTH CARE  
11 AGENCY

12 BY: \_\_\_\_\_  
13 Authorized Signature

14 PRINT NAME: \_\_\_\_\_

15 TITLE: \_\_\_\_\_

16 DATE: \_\_\_\_\_

17 FullertonSD-HCA -OCFNLP -Advisor Incentive (36509)11  
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**ORANGE COUNTY DEPARTMENT OF EDUCATION FRIDAY NIGHT LIVE PARTNERSHIP**  
**2010-2011 OCFNLP PARTICIPANT REQUIREMENTS**

***This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies.***

The Orange County Friday Night Live Partnership (OCFNLP) is a youth development program that engages young people in alcohol and other drug (AOD) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for the young people we serve.

**OCFNLP Standards of Practice:**

As a *Member in Good Standing* with the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These Standards of Practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults;
5. Opportunities to engage in interesting and relevant skill development activities;
6. Opportunities to develop healthy personal attitudes and behavior (directly related to *No Child Left Behind* legislation).

**OCFNLP staff will provide:**

1. Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
2. Provision of new advisor training and materials;
3. Technical assistance for new chapter development;
4. Handbook and lesson plans for chapter implementation;
5. Training and project support for school and community engagement activities;
6. Training and project support for alcohol and other drug prevention activities;
7. Annual Advisor Kick-off;
8. Countywide advisor training opportunities (i.e. Advisor 101, Advisor Professional Development Academy);
9. Youth-focused leadership training opportunities (leadership/skill building/AOD prevention trainings);
10. One (1) year-end recognition opportunity (fee-based);
11. Support for chapter recruitment activities;
12. Program information and updates through the OCFNLP website, email, fax, and/or mailings.

**Chapter Responsibilities for Participation in OCFNLP:**

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed below. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids name and logos) and meets the requirements of the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team, the funding agency.

1. Maintain a leadership team, including a minimum of one (1) advisor;
2. Hold and facilitate a minimum of two (2) chapter meetings per month;
3. Participate in Advisor Kick-off;
4. Participate in one (1) or more advisor trainings;
5. Participate in one (1) or more youth-focused leadership/prevention/advocacy training(s);

6. Foster school and/or community engagement through alcohol and other drug prevention activities, including Environmental Prevention activities and/or service learning projects. Specific responsibilities include:
  - a. Participate in one (1) or more activity each quarter that engages youth in meaningful participation in the community environment;
  - b. Participate in one (1) or more alcohol and other drug prevention activity;
  - c. Collaborate with community organizations to support chapter activities;
7. Submit one (1) or more youth generated chapter highlight for OCFNLP newsletter;
8. Conduct and maintain program data collection and evaluation;
9. Adhere to all district/agency policies and code of conduct.

### **Requirements for Advisor Incentives:**

OCFNLP advisors who meet the eligibility requirements and meet all the requirements stated above have the opportunity to receive an Advisor Incentive. Amounts listed reflect payment distribution for the 2010-2011 fiscal year. Each component may be counted only one time. Maximum obligation is \$700 per site. There is an optional opportunity (described below) for FNL (high school) based chapters for \$100. Verification and completion of all activities by May 1, 2011, is required to receive the full stipend. Payments are made through district contracts.

1. Required Paperwork [\$150];
  - Chapter Profile, Chapter Application, Sign-in Sheets (\$60)
  - Monthly Logs – September through June (\$90)
2. Evaluation and Data Collection [\$150];
  - Retrospective Surveys (\$75)
  - Youth Development Survey (\$75)
3. One (1) or more Advisor Trainings (*i.e., Advisor Kick-off, Advisor 101, Advisor Professional Development Academy*) [\$100];
4. One (1) or more Youth-focused Leadership/Prevention/Advocacy Trainings [\$100];
5. Three (3) school site prevention activities that engage a large portion of the school population (*i.e., AOD prevention activities/projects, and/or service learning projects*) [\$150];
6. Media Input (*i.e., student generated letter, flyer, schoolwide announcements, and/or article submitted to school/local newspaper for AOD education*) [\$50].
7. (Optional for High Schools only) FNL chapter leaders conduct a minimum of three (3) prevention activities at a feeder middle school. [\$100] This opportunity is limited to six (6) high schools. Prior authorization by OCDE is required.

### **OCFNLP Lobbying Prohibition:**

OCFNLP staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- In contracts, OCFNLP is committed to education such as providing factual information to anyone on a specific topic.
- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.

For further information, please see the "Lobbying vs. Education" information sheet in your Advisor Handbook.



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.  
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • [www.ocfnl.org](http://www.ocfnl.org)





# Lobbying vs. Education

Orange County Friday Night Live Partnership (OCFNLP) staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.
- In contract, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.

The following are two examples of Lobbying vs. Education;

Scenario 1: A city council meeting is focused on creating a new tobacco policy for their city. A FNL chapter would like to speak at this meeting because tobacco issues are important to them.

## Lobbying

It would be lobbying if the advisor or any chapter members spoke at the city council meeting asking city council to pass (or veto) this new policy, while representing themselves as FNL/CL/FNL Kids members.

## Education

It would be education if the advisor or any chapter members spoke at the city council meeting providing facts about tobacco (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.

Scenario 2: The State of California is looking into raising alcohol taxes. A FNL chapter would like to provide input on this matter, since they have been working really hard to decrease underage drinking at their school.

## Lobbying

It would be lobbying if the advisor or any chapter member sent a postcard or letter to the state encouraging (or discouraging) the passing of this tax, while representing themselves as FNL/CL/FNL Kids members.

## Education

It would be education if the advisor or any chapter members sent a postcard or letter to the state providing them with facts about underage drinking (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.



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CONSENT ITEM

**DATE:** February 22, 2011

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

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

**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services

**SUBJECT:** **APPROVE/RATIFY EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LYNDA OKERSON ON FEBRUARY 18, 2011**

Background: The Fullerton School District received a training and instructional materials grant entitled Early Intervention for School Success (EISS) for 2010/2011 and 2011/2012. The program is sponsored by the Orange County Department of Education and provides grants for up to \$50,000.00. Grant funds are used for research-based training for teachers on strategies to improve achievement for preschool through first grade students and professional development, which is reflected in the promotion of Professional Learning Communities. The purpose of EISS is to enable children to become successful thinkers and learners and to help them achieve academic and social success.

Rationale: Coaching is a grant requirement to ensure that the EISS program and professional development training content and strategies are implemented in the classroom. EISS State Certified Trainers and Coaches provide coaching. Lynda Okerson will provide coaching for kindergarten teachers at Orangethorpe School and will cover math centers to differentiate instruction.

Funding: Funding provided by EISS grant and shall not exceed \$650.00.

Recommendation: Approve/Ratify Early Intervention for School Success (EISS) Independent Contractor Agreement between Fullerton School District and Lynda Okerson on February 18, 2011.

MLD:MC:ln  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Facilitate a mandatory Early Intervention for School Success Grant coach workshop for kindergarten teachers at Orangethorpe School covering math centers to differentiate instruction.**
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 18, 2011**.
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Six Hundred Fifty Dollars (\$650.00)**.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

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

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **Not Applicable.** CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

**Lynda Okerson**  
**Address – on file**  
**City, State, Zip – on file**  
**Phone – on file**

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

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

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

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



THIS AGREEMENT IS ENTERED INTO THIS 22nd DAY of February

Fullerton School District  
(Name of District)

Lynda Okerson  
(Contractor Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.

Lynda Okerson

Typed Name

Typed Name

Superintendent  
Title

Early Intervention for School Success Coach  
Title

**On File**  
\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** February 22, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Kathleen Carroll, Director of Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on February 7, 2011.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph  
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 2/7/2011  
PRESENTED TO THE BOARD OF TRUSTEES: 2/22/2011

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Belinda	Ochoa	Instr. Asst./Rec./sub	Add substitute classification	01/18/11	99		999	B11/1
Cheri	Kepley	Playground Sup./sub	Change to substitute status	01/14/11	16		100	B11/1
Oscar	Castro	Custodian II	Extend working out of class to 1/31/11	11/24/10	30	8.00	542	B24/1
Kristina	Cashin	Clerical Asst. II/sub	Hire limited term	01/03/11	90	6.00	606	B19/1
Minerva	Chavez	Instr. Asst./Reg.	Hire limited term	02/02/11	28	3.00	302	B11/1
Silvia	Hernandez	Bus Driver	Hire probationary status	01/18/11	56	26.4/wk	56	B21/1
Armando	Garcia, Jr.	Computer Tech. I	Hire probationary status	01/20/11	16	19.5/wk	304	B30/2
Ann	McDonald	Occupational Therapist/Lead	Hire probationary status	01/10/11	12	8.00	241	M14/2
Mary	Buchanan	Sr. Secretary	Hire probationary status	01/20/11	50	6.00	530	B24/1
Alexandra	Hurtado	AVID Tutor	Hire regular status	01/25/11	20	6.0/wk	212	\$10.00
Rodney	Coomber	Bus Driver/sub	Hire substitute status	02/04/11	56		565/566	B21/1
Dina	Miske	Instr. Asst./Rec./sub	Hire substitute status	01/07/11	60		999	B11/1
Lilia	Velasquez de Pena	Playground Sup./sub	Hire substitute status	02/01/11	25		100	B11/1
Rachel	Grantham	Financial Analyst	Longevity increase	02/01/11	50	8.00	530/670	M12/3
Dianna	Vargas	Instr. Asst./BB	Reinstatement	02/01/11	60	19.5/wk	329	B14/4
Oscar	Castro	Gardener/sub	Remove classification	01/14/11	30	8.00	547	B19/1
Elisa	Torres	Clerical Asst. I/sub	Remove substitute classification	01/18/11	99		999	B17/1
Wibol	Soch	Instr. Asst./Rec.	Rescind resignation on probation	01/24/11	60	19.5/wk	85	B11/1
Mireya	Alvarez	Instr. Asst./Rec.	Resignation	01/21/11	60	2.75	85	B11/6
Eric	Goossen	Instr. Asst./Rec.	Resignation	01/31/11	60	19.5/wk	85	B11/4
Emmanuel	Moran	Instr. Asst./Rec.	Resignation	01/20/11	60	19.50	329	B11/3
Vanessa	de la Torre	Instr. Asst./BB	Resignation - hire substitute status	01/27/11	60	19.75	329	B14/4
Yvonne	Uranga	Instr. Asst./SE I	Resignation - hire substitute status	02/24/11	29	3.00	121	B14/4
Sarah	de Tuboly	Instr. Asst./Rec.	Resignation on probation - hire sub status	01/21/11	60	19.5/wk	85	B11/1
Georgina	Corrales	Bus Driver	Route rebid	01/17/11	56	27.4/wk	566/565	B21/2
Giemont	Deborah	Playground Sup./sub	Separation	02/01/11	10		100	B11/1
Kimberly	Messbarger	Playground Sup./sub	Separation	02/01/11	10		100	B11/1
Razia	Mushtaq	Playground Sup./sub	Separation	01/03/11	10		100	B11/1
Mieko	Wilkinson	Acct. Clk. I/CA I/sub	Separation - no longer available	01/14/11	99		999	B20/1
Kathleen	Urcis	Clerical Asst. II/sub	Separation - no longer available	01/12/11	99		999	B19/1
Joy	Brookman	Ed Media Tech./sub	Separation - no longer available	01/14/11	99		999	B25/6
Rebeca	Lozano	Instr. Asst./BB/sub	Separation - no longer available	01/14/11	99		999	B14/1
Ashley	Mosqueda	Instr. Asst./Rec./sub	Separation - no longer available	01/14/11	60		999	B11/1
Susan	Simpson	Instr. Asst./SE/sub	Separation - no longer available	01/12/11	99		999	B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 2/7/2011  
PRESENTED TO THE BOARD OF TRUSTEES: 2/22/2011

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Shari	Carreon	Playground Sup./sub	Separation - no longer available	01/31/11	24		100	B11/1
Maria	Velazquez	Playground Sup./sub	Separation - no longer available	01/31/11	24		100	B11/1
Jassey	Navarro	Clerical Asst. II	Service retirement	10/11/11	28/54	8.00	403/420	B19/6
Encarnacion	Castro	Custodian I	Step raise	02/01/11	30	8.00	542	B17/5
John	Marino	Custodian I	Step raise	02/01/11	25	3.75	542	B17/5
Allen	Wilcox	Custodian I	Step raise	02/01/11	23	3.75	542	B17/5
Angela	Brady	Food Service Asst. I	Step raise	02/01/11	90	1.40	606	B08/2
Veronica	Carriedo	Food Service Asst. I	Step raise	02/01/11	90	2.00	606	B08/2
Janessa	Castaneda	Food Service Asst. I	Step raise	02/01/11	90	2.00	606	B08/2
Minerva	Cobilla	Food Service Asst. I	Step raise	02/01/11	90	1.30	606	B08/2
Hana	Hammouri	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Jessica	Huber	Food Service Asst. I	Step raise	02/01/11	90	2.00	606	B08/2
Lanh	Lam	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Paulita	Magdaluyo	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Martha	Ramos	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Consuelo	Sim	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Esther	Surjanto	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Seham	Thomas	Food Service Asst. I	Step raise	02/01/11	90	1.00	606	B08/2
Ana	Valencia	Food Service Asst. I	Step raise	02/01/11	90	1.50	606	B08/2
Amruta	Bhatt	Instr. Asst./Rec.	Step raise	02/01/11	60	19.5/wk	329	B11/4
Sarah	Hamelberg	Instr. Asst./SE II B	Step raise	02/01/11	12	6.00	241	B14/2
Patrick	Fitzgerald	Maint. Worker I	Step raise	02/01/11	53	8.00	533	B25/5
Employee	ID 4715	Instr. Asst./Rec.	Termination on probation	01/14/11	60	19.5/wk	85	B11/1
Jassey	Navarro	Clerical Asst. II	Transfer from Rolling Hills to Valencia Park	02/04/11	28	6.00	403	B19/6
Martha	Enriquez	Clerical Asst. II/BB	Transfer from Valencia Park to Rolling Hills	02/04/11	26	6.00	403	B20/6
Vanessa	Rosas	Instr. Asst./Rec.	Unpaid leave of absence 1/17-6/16/11	01/17/11	28	3.50		B11/2
Barbara	Neff	Instr. Asst./SE I	Unpaid leave of absence 2/7-3/21/11	02/07/11	12	6.00		B14/6
Wibol	Soch	Instr. Asst./Rec.	Voluntary reduction of hours/transfer	01/24/11	60	2.50	85	B11/1
Karen	Kingston	Bus Driver	Worked furlough day	01/28/11	56		566	B21/6
Esther	Quinones	Bus Driver	Worked furlough day	01/28/11	56		566	B21/6
Georgina	Corrales	Bus Driver	Worked furlough day	01/28/11	56		566	B21/2
John	Marino	Custodian II	Working out of classification	01/14/11	27	8.00	542	B24/2
William	Dugan	Grounds Maint. Coord.	Working out of classification	10/01/10	53	8.00	547/533	B36/1
Oscar	Castro	Custodian II	Working out of classification 2/1-3/14/11	02/01/11	29	8.00	542	B24/1

CONSENT ITEM

**DATE:** February 22, 2011

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

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

**PREPARED BY:** Yolanda G. McComb, Principal, Raymond School

**SUBJECT:** **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND TONY OROZCO TO PROVIDE “POSITIVE DISCIPLINE IN ACTION” PARENT WORKSHOPS BEGINNING FEBRUARY 23, 2011 THROUGH MARCH 30, 2011 AT RAYMOND SCHOOL**

Background: Raymond School is committed to improving student achievement by increasing the capacity of our elementary school parents to support their children’s academic growth and progress. Through a needs assessment, parents have asked for training in order to strengthen and enhance their ability to promote better discipline at home and at school, and ultimately in the classrooms. The positive discipline approach promotes and encourages the development of life skills and respectful relationships in families and schools. Parents will learn how to help their children with homework, activities, and projects from school in a way that children feel motivated and inspired.

Rationale: Tony Orozco, Certified Positive Discipline Educator (CPDE), is an independent consultant, trained by The Positive Discipline Association and will teach this workshop. Each workshop will be a two and a half hour parent training session that will take place once per week over a six-week period. Parents will learn through a series of experiential activities that will help them face the challenges that they experience with their children on a daily basis such as homework, rebellion, peer pressure, and sibling rivalry. Parents will learn parenting tools that will help them know what to do to take control of their children, learn how to discipline their children with firmness and kindness, leaving behind blame, shame, punishment, and everything that hurts and degrades their child’s self-esteem and belonging.

Funding: Cost is not to exceed \$4,000.00 to be paid from Raymond School’s Title 1 (#212) funds.

Recommendation: Approve Consultant Agreement between Fullerton School District and Tony Orozco to provide “Positive Discipline in Action” parent workshops beginning February 23, 2011 through March 30, 2011 at Raymond School.

JM:YM:nm  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Tony Orozco, 800 S. Harbor Blvd. Suite 240, Anaheim, CA, 92805, (714) 345-7029**, 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:

**Tony Orozco will provide parent training to enable parents to support their students' academic success. The training sessions are 2-1/2 hours and take place once a week over a six-week period, which include speakers and materials. Maximum total of 70 participants.**

2. Term. CONSULTANT shall provide services under this AGREEMENT on **February 23, 2011 through March 30, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Four Thousand Dollars (\$4,000.00)**. CONSULTANT shall submit a billing statement to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

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

5. Independent Contractor. CONSULTANT, in the performance of this

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT. 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. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate

this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

15. Employment With Another Public Agency. CONSULTANT, if an employee



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

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

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

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

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

**DISTRICT:**

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

**CONSULTANT:**

**Tony Orozco**  
**800 S. Harbor Blvd. Suite 240**  
**Anaheim, CA, 92805**  
**714-345-7029**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 22<sup>nd</sup> DAY of February 2011

Fullerton School District  
(Name of District)

**Tony Orozco**  
(Contractor Name)

By:  
  
\_\_\_\_\_  
Signature

By:  
  
\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**Tony Orozco**  
Typed Name

Superintendent  
Title

**Educator and Facilitator**  
Title

**On File**  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** February 22, 2011

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

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

**PREPARED BY:** Gigi Kelley, Program Specialist, Educational Services

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

Background: On January 18, 2011, the Fullerton School District Board of Trustees approved the Subcontract Agreement between Fullerton School District and the Buena Park School District in the amount of \$4,100.00. During the 2010/2011 school year, the Buena Park School District has zero teachers participating in BTSA/Induction. The representative from the Buena Park School District is taking a lesser role during the year, providing the North Orange County BTSA Consortium with one staff development session.

Rationale: Board of Trustee approval is requested to amend the Subcontract Agreement amount from \$4,100.00 to \$500.00 for the 2010/2011 school year to adjust for the revised level of participation.

Funding: The cost of the invoice is not to exceed \$500.00 to be paid from the BTSA Program budget (#355).

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

JM:GK:nm  
Attachment

## **SUBCONTRACT AGREEMENT**

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

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

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

Now therefore the parties agree as follows:

### **1. Scope of Work**

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

### **2. Term and Termination**

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

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

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

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

### **3. Compensation**

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

Upon the signing of this contract by both parties, BPSD shall invoice DISTRICT for costs incurred beginning July 1, 2010 **not to exceed \$500.00**, in accordance with the grant beginning date, including fringe benefits and indirect costs, and extending for the entire grant period. Final invoices for the grant period are due to DISTRICT by June 30, 2011. BPSD will submit an itemized invoice to DISTRICT. This invoice and any further invoices submitted by

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

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

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

Invoices under this Agreement shall be sent to:

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

#### **4. Status as Subcontract**

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

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

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

#### **5. Principals**

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

For DISTRICT

Technical Contact:

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

Administrative Contact:

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

For BPSD

Technical Contact:

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

Administrative Contact:

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

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

**6. Modification or Waiver**

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

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

**7. Independent Contractor**

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

**8. Hold Harmless**

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

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

## **9. Liability**

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

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

## **10. Reporting**

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

## **11. Rights in Information**

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

## **12. Use of Names**

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

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

## **13. Retention of Records**

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



**14. Applicable Law**

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

**15. Assignment**

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

**16. Consortium Participation**

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

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

**17. Change in Funding**

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

AGREED:

For DISTRICT:

For BPSD:

\_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

\_\_\_\_\_  
Greg Magnuson  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** February 22, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **ADOPT RESOLUTION #10/11-21 PROCLAIMING MARCH 7-11, 2011 AS SCHOOL ADMINISTRATOR WEEK IN THE FULLERTON SCHOOL DISTRICT**

Background: Each year, the State of California designates one week as “School Administrator Week” with the intent of honoring Administrators throughout the state at the same time. This year, “School Administrator Week” is March 7-11, 2011.

The impact of participating in a statewide effort for the “School Administrator Week” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming the week of March 7-11, 2011, as “School Administrator Week.”

Funding: Not applicable.

Recommendation: Adopt Resolution #10/11-21 proclaiming March 7-11, 2011 as School Administrator Week in the Fullerton School District.

MLD:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
RESOLUTION #10/11-21  
PROCLAIMING MARCH 7-11, 2011 AS  
“WEEK OF THE ADMINISTRATOR”

**WHEREAS**, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

**WHEREAS**, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

**WHEREAS**, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

**WHEREAS**, providing quality service for student success is paramount for the profession; and

**WHEREAS**, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

**WHEREAS**, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

**WHEREAS**, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

**WHEREAS**, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

**WHEREAS**, the State of California has declared the first full week of March as the “Week of the School Administrator” in Education Code 44015.1; and

**WHEREAS**, The future of California’s public education system depends upon the quality of its leadership;

**NOW THEREFORE BE IT RESOLVED**, by the Fullerton School District, that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 22nd day of February, 2011 by:

\_\_\_\_\_  
Lynn Thornley, President

\_\_\_\_\_  
Hilda Sugarman, Vice President

\_\_\_\_\_  
Beverly Berryman, Clerk

\_\_\_\_\_  
Janny Meyer, Member

\_\_\_\_\_  
Chris Thompson, Member

CONSENT ITEM

**DATE:** February 22, 2011

**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:** **APPROVE AGREEMENT WITH THE LIQUIDATION COMPANY TO PROVIDE PROFESSIONAL AUCTION SERVICES TO THE FULLERTON SCHOOL DISTRICT FOR THE DISPOSAL OF SURPLUS ITEMS FOR THE PERIOD OF FEBRUARY 23, 2011 THROUGH FEBRUARY 23, 2012**

Background: Over a period of time, the various District 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.

By employing the professional services of a disposal/auction company, the District expects to realize greater interest in its sale items and generate greater revenues than could be generated by disposing of surplus property in other manners allowed by law. Expenses will be paid from proceeds of sale. Additional General Fund revenue is anticipated. Although there is no cost to the District for the services of The Liquidation Company, there could be expenses incurred to dispose of any items not sold at auction.

Rationale: Routine removal of obsolete, unserviceable, and unrepairable furniture and equipment from the surplus storage area is necessary due to limited storage space. Sale of these items at auction may also provide revenue for the General Fund.

Funding: General Fund (01).

Recommendation: Approve Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of February 23, 2011 through February 23, 2012.

GC:RM:gs  
Attachment



10012 CITRUS AVENUE  
FONTANA, CA 92335  
888-700-0523

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## AGREEMENT

This agreement dated the 23rd day of February, 2011 in the County of Orange, State of California, by and between **FULLERTON SCHOOL DISTRICT** hereinafter referred to as SELLER, and **THE LIQUIDATION COMPANY** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 35 percent of gross sales. AUCTIONEER shall provide a check made payable to **FULLERTON SCHOOL DISTRICT** of net proceeds of auction. The check shall be delivered to SELLER no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#70611286) on file with the State of California. AUCTIONEER is also licensed by the State of California Integrated Waste Management Board as a collector (#102618) of electronic waste. AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER, a listing of which shall be made an integral part of this Agreement as Exhibit "A". No items shall be removed from Exhibit "A" less than four days prior to the scheduled auction date.
5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

6. In the case of dispute, the laws of the State of California and the County of Orange shall apply.
7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
8. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
9. AUCTIONEER shall provide SELLER the selling price for each lot consigned and sold.
10. The term of this agreement shall be for a period of one year, beginning on February 23, 2011 and ending on February 23, 2012. The SELLER or AUCTIONEER has the right to terminate this agreement at any time in its sole discretion upon thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on 23<sup>rd</sup> day of February, 2011.

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

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

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

The Liquidation Company

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

Fullerton School District

ADMINISTRATIVE REPORT

**DATE:** February 22, 2011

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

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

**SUBJECT:** “SUNSHINE” FULLERTON SCHOOL DISTRICT’S SUCCESSOR AGREEMENT (2011/2012, 2012/2013, and 2013/2014) PROPOSAL TO NEGOTIATION WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: “Sunshine” Fullerton School District’s successor agreement (2011/2012, 2012/2013, and 2013/2014) proposal to negotiate with Fullerton Elementary Teachers Association (FETA).

MLD:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
SUNSHINE  
INITIAL PROPOSAL TO FETA  
2011-2014 Successor Agreement  
February 22, 2011

The Parties agreed to re-open for 2011-2014 Successor Agreement by January 2011. The District intends to review the entire agreement with particular emphasis on the following areas:

**ARTICLE 8 HOURS OF EMPLOYMENT**

**It is the District's interest to discuss hours of work for certificated staff.**

- E. Continue the Freeze of this section for the term of this agreement:** Teachers will be provided with one-half (1/2) day of sub time twice yearly for those with kindergarten and 3-6 grade non-CSR classes, and elementary mild moderate SDC classes. Such time shall be used for conferences, conference prep, data input, data analysis, testing, grade level meetings, and other work as mutually agreed upon between the employee and supervisor. It is intended that school sites coordinate this time among teachers and the site administrator in order to minimize the amount of substitute time provided. Unscheduled or unused substitute time shall not be carried over to the second half of the year.

**ARTICLE 9 WORK YEAR**

**The District has an interest in reviewing the certificated work year in order to maintain fiscal solvency for 2011-2014 school years.**

**ARTICLE 10 TRANSFERS**

**D. District Initiated Transfer**

A transfer may be initiated by the District for any of the following reasons:

1. Change in enrollment **and/or District /and continue staffing ratios for the term of this contract;**
2. Need for teachers specially credentialed and/or trained;
3. ~~Need to move a teacher whose evaluation is negative to another evaluator or another environment to facilitate improvement with such transfer basis not to be used in consecutive years.~~
3. The welfare of the students or the welfare of the employee.

When the District initiates a transfer, the unit member shall be provided with information to support the reason(s) for the transfer. At the request of the employee, a conference will be held with the Assistant Superintendent of Personnel.

Teachers subject to district initiated transfers shall have the right to indicate preference from a list of vacancies.

In the event that a transfer is necessitated by decrease in enrollment/**staffing ratios**, the Immediate Administrator shall first determine if there are volunteers for transfer. If there are no volunteers, the Immediate Administrator shall use the following criteria in designating the transferee:

1. Credentials to perform the required services in remaining positions.
2. Specialized training and experience needed in a particular assignment.
3. All other factors being equal, the teacher with the least District seniority shall be transferred.



Whenever the District determines that a teacher is to be involuntarily transferred, the teacher shall be notified in writing within ten (10) days.

#### **ARTICLE 11 EVALUATION PROCEDURES**

The District has an interest in exploring options to make the evaluation process more meaningful to employees and in alignment with State and federal reform.

#### **ARTICLE 13 LEAVES OF ABSENCE**

##### **A. Sick Leave with Pay**

##### **3. Procedure**

A teacher who will be absent **shall** notify the principal or designee as soon as it is known that the teacher will be absent and no later than one and one-half (1 1/2) hours, if possible, before the teacher is to report for duty. Such notice shall be made by using the ~~Substitute Employee Management System (S.E.M.S.)~~ **substitute reporting system.** Teachers becoming aware of the need for absence due to surgery, maternity, or predictable or prior scheduled cause shall submit a statement to the administration as far in advance of the initial disability date as possible.

**If an employee has more than 25% absences total year to date on Mondays, Fridays, and/or before holidays the employee will be required to bring a doctor's note for each future absence(s) for that school year.**

##### **C. Personal Necessity**

1. Definition. Personal necessity means any business, civic, or personal activity, which cannot be conducted before or after the school day ~~without causing inconvenience to the unit member.~~ **Personal travel, vacations, and recreational activities not directly related to professional responsibilities are not acceptable use of such time.**

##### **K. Personal Leave Without Pay**

5. **A permanent certificated staff member who does not return at the close of their work year and does not notice the District of their intent will be placed on a 39-month re-employment list. At the close of the 39-month period said employee will be released as a District employee.**

#### **ARTICLE 14 CLASS SIZE**

The District has an interest in reviewing the certificated class size ratios for 2011-2014 school years in order to maintain fiscal solvency.

#### **ARTICLE 16: SALARIES**

The District has interest in negotiating a reduction in salaries and salary schedules for the 2011-2014 school year in order to maintain fiscal solvency for the District.

#### **ARTICLE 17 FRINGE BENEFITS**

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees and clarifying language. The District has an interest in dropping #C under this article.

##### **1. Health Insurance**

- ~~C. Teachers who terminate active District service at the end of a school year, and who have been covered by one of the District sponsored employee benefits programs, shall continue to receive said coverage through August 31 of the following school year, except~~

~~that unit members who work an entire academic year and are not permanent employees and whose contracts are not renewed shall continue to receive said coverage through September 30 of the following school year, including unit members who are not permanent employees and whose contracts are not renewed.~~

#### **ARTICLE 21 MENTOR TEACHER**

**The mentor program is no longer functioning. The article should be deleted and any references to the program should be restructured within the individual article.**

#### **ARTICLE 23 EARLY RETIREMENT**

**District has an interest in clarifying language and procedures dealing with retiree benefits.**

#### **ARTICLE 29 MISCELLANEOUS PROVISIONS**

C. The Board shall deliver to the Association **five (5)** ~~seventy five (75)~~ copies of this Agreement **and maintain an updated version on the web.**

#### **ARTICLE 30 RE-OPENERS**

A. Negotiations During the Term of the Contract

#### **ARTICLE 31 SUMMER SCHOOL**

A The selection of teachers for summer schools will apply to the following programs:

1. Regular education, including junior high proficiency, elementary remedial, and ESL/language acquisition.
2. Special education (extended year).
- 3 ~~School-age child care.~~

B. A teacher may apply to teach in any and all programs for which he/she holds the appropriate credential.

C. The selection process will consist of the following steps and timeline **when feasible**:

1. Notice of certificated vacancies will be sent to all sites for posting during the first week in March.