

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, March 22, 2011
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:32 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, 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 5:33 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 6:10 p.m. and President Thornley led the pledge of allegiance to the flag. President Thornley announced the Board meeting is audio taped and may be video recorded and streamed to the Internet or posted on the Internet for public viewing. President Thornley reported that the Board reviewed a request for a stipulated expulsion in Closed Session concerning student case #1011-10. Regarding student case #1011-10, 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 Spring Semester of the 2010/2011 school year and the Fall Semester of the 2011/2012 school year, (last day of 2011/2012 Fall Semester to be determined by approved District calendar). The Board finds that the student has violated Education Code §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 §48916. The student may apply for readmission at the end of the expulsion order.

Public Comments – Policy (see above)

Darren Jones, President of the Beechwood School Foundation, spoke about the Foundation's history and the \$41,000.00 donation made towards Beechwood School. He shared the Foundation joined efforts with the PTSA under "Team Beechwood" in an effort to fundraise for Beechwood School. Mr. Jones commented the Foundation's Dinner and Auction "A Night on the Town" would be held on March 25, 2011, from 6-12 p.m. at Coyote Hills Country Club. The Foundation will also be hosting a 5K Mile fundraiser on May 1, 2011. Proceeds from the Foundation assist Beechwood School for STEMS, Readers & Writers Workshop, and Experiential Learning.

Jesus Silva, teacher at Nicolas Jr. High School, shared the Nicolas Jr. High Speech and Debate tournament was held on March 15 at Nicolas Jr. High. Mr. Silva thanked the Board members and Executive Cabinet members that were judges or stopped by Nicolas Junior High to observe the tournament. Mr. Silva shared that this year was the 2nd Annual Speech and Debate tournament and approximately 105 students participated. President Thornley thanked Jesus Silva and Nicolas Junior High School for creating a vision and making the tournament such a success.

Introductions/Recognitions

Maple Alumnae Committee president, Kitty Jaramillo, presented a check in the amount of \$6,000.00 towards Maple School, which includes \$1,000.00 from WalMart. In addition, Susan Mercado, Principal at Maple School, also received a check in the amount of \$1,000.00 from Northrop Grumman Corporation. The total donation towards Maple School was in the amount of \$7,000.00. Mrs. Mercado introduced the Maple Alumnae Committee and thanked them for their ongoing support of Maple School. Mrs. Mercado shared that donations

from the Maple Alumnae Committee go towards supporting busing for student field trips, recognition of students, and the Math and Mind Institute at Maple School.

Superintendent's Report

Dr. Hovey thanked the Maple Alumnae Committee for their hard work and generous support towards students at Maple School. Dr. Hovey shared that the Rotary Club of Fullerton was having their annual fundraising event on Saturday, March 26, 2011, at California State University, Fullerton. Dr. Hovey announced that the Fullerton School District would be one of the recipients of the proceeds from the Rotary Club's annual fundraiser event.

Information from the Board of Trustees

President Thornley – She shared that she participated in Day of the Author at Laguna Road School and got an opportunity to read a book that was written and illustrated by students.

Trustee Meyer – She attended the OCSBA/ACSA Joint Dinner Meeting on March 9, 2011, where Lucy Dunn, President and CEO of Orange County Business Council, spoke. She had an opportunity to attend the Wizard of Oz student performance at Golden Hill School and commented on how great it was. Trustee Meyer attended the Day of the Reader at Laguna Road School and also the Kindergarten Parent Information Night. She visited Maple School for a technology tour along with 15 other people. She attended the Speech and Debate tournament at Nicolas Junior High School

Trustee Sugarman- She thanked the Laguna Road School Kindergarten staff for their remarkable job in putting together the Kindergarten Parent Information Night. She attended the Computer Using Educators (CUE) Conference in Palm Springs from March 17- 19, 2011. Trustee Sugarman shared information she obtained at the CUE Conference with the Board and the audience. She reported that selected students from Fisler School were chosen to present at the CUE Conference.

Trustee Berryman- She stated she had just returned from Sacramento and it seems like the budget concerns are still unstable and unknown at this time. She commented that through the entire budget crisis, it is great to see amazing things happening, such as the Speech and Debate tournament at Nicolas Junior High School and the great work by Jesus Silva. She congratulated the Laguna Road School Kindergarten staff for a wonderful job at the Kindergarten Parent Information Night.

Trustee Thompson- He thanked Dr. Mathew Barnett, Principal at Nicolas Junior High School, for inviting him to visit Nicolas Junior High. Trustee Thompson congratulated Nicolas Junior High for the amazing job they are doing and stated what an uplifting place it is to visit. He enjoyed participating in the Speech and Debate Tournament at Nicolas Junior High. Trustee Thompson shared his wife had an opportunity to read at Day of the Reader at Laguna Road School. He complimented Executive Cabinet for their service to the District.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC Committee Representatives- Julie Brandon, Waafa Saada, and Xochilt Perez presented to the Board information regarding the DELAC Committee. Waafa Saada shared the last DELAC meeting was held on March 11, 2011, at Maple School. At the March 11th DELAC meeting, Susan Mercado, Principal at Maple School, presented information regarding Maple School; Nurse Nancy Rader spoke about the DTaP immunization for 7th through 12th grade students; Kathy Ikola, Assistant to the Superintendent, presented on emergency preparedness; Gigi Kelley, Program Specialist, spoke about GATE identification and testing procedure. The next DELAC Committee meeting is scheduled for May 20, 2011, at Sunset Lane School with Janine Jacobs, Lauralyn Eschner, and Rebecca Faubion as speakers.

PTA Council – Trustee Berryman reported PTA had their Council meeting on March 22, 2011, and all the PTA officers have been selected for the 2011-2012 school year. She announced Georgene Bravo would continue serving as PTA president for the 2011-2012 school year. Trustee Berryman thanked Dr. Hovey for sharing the job responsibilities of Kathy Ikola, Assistant to the Superintendent. The upcoming PTA Council meeting will be held on May 26, 2011.

FETA – Karla Turner – She stated that cutting the national budget in such drastic ways could lead to closing of 16,000 classrooms, 55,000 teachers losing their jobs, nearly 200,000 children could lose their Head Start programs and 8 million college students could lose their Pell grants. She had an opportunity to attend a Good Teaching conference in Anaheim with subjects on best teaching practices, bullying, retirement benefits, and legislation on the new Core Standards for education. She shared that those in the profession of teaching are speaking up about the unfair practices that are currently occurring in Wisconsin and in other places.

CSEA– Al Lacuesta – no report.

FESMA – Paula Pitluk– She reported that she attended the Legislative Action Day in Sacramento with Robert Johnson, Principal at Golden Hill School. The message they brought to legislators was that administrators are frightened for this generation of students and an “all cuts” budget will further devastate schools and programs

that are needed to prepare students for an increasingly complex and competitive world. Mrs. Pitluk and Mr. Johnson met with a member of Assemblyman Jeff Miller's staff, a few minutes with Senator Lou Correa, and with Assemblyman Chris Norby. They asked the elected representatives to give the public a voice by placing the extension of tax revenues on the June ballot.

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 Janny Meyer, seconded by Chris Thompson and carried 5-0 to approve the minutes of the Regular meeting on March 8, 2011.

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

Consent Items

Moved by Hilda Sugarman, seconded by Chris Thompson, and carried 5-0 to approve all consent items. The Board commented on board agenda items #1b and #1k: Trustee Berryman asked for clarification on board agenda items #1e #1h, and 1j.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered E22B0030, E22C0125 through E22C0138, E22D0454 through E22D0485, E22M0136 through E22M0146, E22R0561 through E22R0589, E22T0029 through E22T0032, E22V0082 through E22V0085, and E22X0345 through E22X0348 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130765 through 130807, out-of-date sequence purchase order numbered DJ-130007, and processed food and commodity purchase orders numbered GS-130013 and GS-130014 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 77316 through 77516 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8152 through 8162 for the 2010/2011 school year.

1g. Approve Amendment #1 to the 2010/2011 Service Agreement between Fullerton School District and the Orange County Superintendent of Schools, Orange County Department of Education (OCDE).

1h. Approve Agreement for Provision of Educationally-Related Mental Health Services between County of Orange Health Care Agency and Fullerton School District April 1, 2011 through June 30, 2011.

1i. Approve Consultant Agreement between New Management, Inc., and the Fullerton School District for an Interactive Discipline Workshop to be presented to teachers at Sunset Lane School on April 27, 2011.

1j. Approve State Required Data Elements of School Accountability Report Card (SARC) for grade levels K-8.

1k. Approve Agreement between Assistance League of Fullerton and Fullerton School District to provide tutoring/mentoring to students at Commonwealth School beginning September 1, 2011 through June 15, 2012.

1l. Adopt Resolutions numbered 10/11-B038 through 10/11-B046 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Adopt Resolution Number 10/11-B40-002 (CFD No. 2000-1, District 40, Van Daele) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Adopt Resolution Number 10/11-B48-002 (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.

1o. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545-17555 and 60500-60530.

1p. Approve/Ratify Classified Personnel Report.

Administrative Report

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

Mark Douglas, Assistant Superintendent of Personnel Services, shared with the Board FETA's proposal to negotiate with the Fullerton School District. The approval of the FETA proposal will be presented to the Board at the upcoming Board meeting on April 5, 2011.

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

There were no requests.

Recess to Closed Session – Agenda:

At 7:12 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas and legal counsel/Dave Larsen [Government Code sections 54954.5(f), 54957.6]

•Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

•Confidential Student Services [Education Code sections 35146, 48918]

Report from Closed Session

The Board returned to Open Session at 9:34 p.m. and announced there was no report from Closed Session.

Adjournment

President Thornley adjourned the Regular meeting on March 22, 2011 at 9:36 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Wednesday, March 30, 2011
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California
5:00 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 5:10 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, 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 5:11 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas and legal counsel/Dave Larsen [Government Code sections 54954.5(f), 54957.6]

Report From Closed Session

The Board returned to Open Session at 8:28 p.m. and there was no report from Closed Session.

Adjournment

President Thornley adjourned the Special meeting on March 30, 2011 at 8:30 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, April 5, 2011
4:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

4:00 p.m. – Call to Order, Pledge of Allegiance, and Report From Closed Session

Public Comments – Policy (see above)

Introductions/Recognitions

Laguna Road School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on March 22, 2011
Special meeting on March 30, 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 E22C0139 through E22C0148, E22D0486 through E22D0515, E22M0147 through E22M0153, E22R0590 through E22R0630, E22S0023 through E22S0025, E22T0033 through E22T0035, E22V0086 through E22V0089, and E22X0349 through E22X0354 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130808 through 130877 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 77517 through 77720 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8163 through 8193 for the 2010/2011 school year.

1g. Approve various/lunch shelters and various/shade structures, FSD-10-11-CF-01 through FSD-10-11-CF-05, to Valley Carports.

1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2011-March 31, 2011).

1i. Approve/Ratify Internet Safety Training Agreement between Orange County Department of Education (OCDE) and Fullerton School District for December 1, 2010 through February 28, 2011.

1j. Approve/Ratify warrants numbered 1111 through 1112 for the 2010/2011 school year (District 48, Amerige Heights).

1k. Approve Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2011 through June 30, 2012.

1l. Approve Independent Contractor Agreement between Janice H. Carter-Lourensz, M.D. and Fullerton School District for medical consultation beginning April 6, 2011 through June 30, 2011.

1m. Approve Agreement Number 36667 from the Orange County Department of Education (OCDE) for providing Dreamweaver customized technology training on April 19 and April 26, 2011.

1n. Approve submission of Application for Child Development Facilities Renovation and Repair Contract effective July 1, 2011 through June 30, 2014.

Discussion/Action Item

2a. Approve "Sunshine" of the Fullerton Elementary Teachers Association's (FETA) successor agreement (2011/2012) proposal to negotiate with Fullerton School District.

Administrative Report

3a. "Sunshine" Fullerton School District's 2011/2012 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

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

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]

Report From Closed Session

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, May 3, 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: April 5, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

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

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 APRIL 5, 2011**

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Lucy Acosta	Substitute Teacher	Employ	100	02/22/11
Lorina Crockett	Substitute Teacher	Employ	100	03/07/11
Ashley Edwards	Substitute Teacher	Employ	100	03/17/11
Amanda Lent	Substitute Teacher	Employ	100	03/17/11
Dawn Pelletier-Inouye	Substitute Teacher	Employ	100	03/17/11
Rebecca Vertson	Substitute Teacher	Employ	100	03/17/11
Ashley Zimprick	Substitute Teacher	Employ	100	03/11/11

EXTRA DUTY ASSIGNMENTS

Approve daily rate, for school psychologist for up to 5 days, effective January 31, 2011 through June 16, 2011, to complete temporary additional duties, from special education budget #0151154321-1201, for the following personnel:

Jody Goodrich

LEAVE(S) OF ABSENCE AND RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Lori Choate	2 nd /3 rd Grade/Maple	Leave of Absence	02/23/11-06/16/11
Mary Tonita Hanson	Speech/Special Services	Retire	06/16/2011
Cheryl Ristow	1 st Grade/Valencia Park	Retire	06/16/2011
Kimberly Roncevich	Language Arts/Nicolas	Leave of Absence	04/18/11-04/22/11

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 April 5, 2011.

Clerk/Secretary

CONSENT ITEM

DATE: April 5, 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 – April 5, 2011

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Laguna Road	Wells Fargo Foundation (Community Partner)	Monetary donation of \$198.00 for ASB/class enrichment
Parks	Esther Pae (Parent)	Monetary donation of \$50.00 for Parks Jr. High sports program

CONSENT ITEM

DATE: April 5, 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 E22C0139 THROUGH E22C0148, E22D0486 THROUGH E22D0515, E22M0147 THROUGH E22M0153, E22R0590 THROUGH E22R0630, E22S0023 THROUGH E22S0025, E22T0033 THROUGH E22T0035, E22V0086 THROUGH E22V0089, AND E22X0349 THROUGH E22X0354 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 E22C0139 through E22C0148, E22D0486 through E22D0515, E22M0147 through E22M0153, E22R0590 through E22R0630, E22S0023 through E22S0025, E22T0033 through E22T0035, E22V0086 through E22V0089, and E22X0349 through E22X0354 for the 2010/2011 fiscal year.

GC:SS:md
 Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/05/2011

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0139	ORANGE CNTY DEPARTMENT OF EDUC	300.00	300.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
E22C0140	LINDAMOOD-BELL LEARNING PROCES	639.00	639.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
E22C0141	ARAMARK SPORTS AND ENTERTAINME	1,579.16	1,579.16	1231019101 5210	Preschool Instruction / Conferences and Meetings
E22C0142	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
E22C0143	CALIFORNIA ASSOCIATION FOR	560.00	560.00	0122420101 5210	Title III Limited Engl Nicolas / Conferences and Meetings
E22C0144	CSU LONG BEACH	5,850.00	2,600.00	0132952101 5210	Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
			3,250.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
E22C0145	TURN THE PAGE PRESS INC	350.00	350.00	0100000000 9330	Unrestricted / Prepaid Expenditures
E22C0146	ORANGE COUNTY SCHOOL NURSES AS	150.00	150.00	0125554341 5210	LEA Medi Cal Reimb Health Svcs / Conferences and
E22C0147	CSU LONG BEACH	650.00	650.00	0132952101 5210	Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
E22C0148	ORANGE CNTY DEPARTMENT OF EDUC	1,800.00	1,800.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
E22D0486	SMS TECH SOLUTIONS	750.38	750.38	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
E22D0487	ROSETTA STONE LTD	6,981.76	6,981.76	0121352101 4310	ARRA Title I Dist Instruction / Materials and Supplies Instr
E22D0488	ORIENTAL TRADING COMPANY	93.45	93.45	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
E22D0489	HIGHSMITH COMPANY INC	930.53	930.53	0111717109 4310	Hourly Intervention Ladera Vis / Materials and Supplies
E22D0490	CURRICULUM ASSOCIATES	2,612.61	2,612.61	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22D0491	FULLERTON PUBLIC LIBRARY	192.00	192.00	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
E22D0492	BRIGHT APPLE	363.17	363.17	0111723109 4310	Hourly Intervention Parks / Materials and Supplies Instr
E22D0493	NASCO WEST INC	155.17	155.17	0130415103 4310	SLIP Instruction Golden Hill / Materials and Supplies Instr
E22D0494	MONKEY IN A DRYER	428.47	428.47	0107916101 4310	PTA Grant Instr Hermosa / Materials and Supplies Instr
E22D0495	READ NATURALLY	3,264.87	3,264.87	0111723109 4310	Hourly Intervention Parks / Materials and Supplies Instr
E22D0496	SCHOOL SPECIALTY	122.56	122.56	0109729279 4350	S Grant Support Admin Woodcres / Materials and Supplies
E22D0497	SUPPLY MASTER	226.20	226.20	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
E22D0498	GREAT BOOKS FOUNDATION, THE	1,931.14	1,931.14	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/05/2011

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0499	MASTER WHOLESALE SUPPLY	73.41	73.41	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
E22D0500	MATH OLYMPIADS	95.41	95.41	0111716109 4310	Hourly Intervention Hermosa Dr / Materials and Supplies
E22D0501	SUPPLY MASTER	78.47	78.47	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
E22D0502	PRESIDENT'S EDUCATION AWARD PR	60.94	60.94	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22D0503	HERE COMES MONEY INC	271.88	271.88	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
E22D0504	AMAZON.COM	408.85	408.85	0111915101 4310	Phelps Grant Golden Hill / Materials and Supplies Instr
E22D0505	INNOVATION FRONTIER INC	453.28	453.28	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22D0506	BUCKLE DOWN PUBLISHING	205.01	205.01	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22D0507	SUZUKI CORPORATION	71.85	71.85	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22D0508	DEMCO INC	140.39	140.39	0130416103 4310	SLIP Instruction Hermosa Drive / Materials and Supplies
E22D0509	SUPPLY MASTER	1,230.66	1,230.66	0130415103 4310	SLIP Instruction Golden Hill / Materials and Supplies Instr
E22D0510	SCHOOL MATE	1,067.50	1,067.50	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
E22D0511	SCHOOL MATE	1,123.50	1,123.50	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
E22D0512	ARTFELT PUPPET SYSTEM	932.38	932.38	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
E22D0513	AMAZON.COM	57.64	57.64	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
E22D0514	AMAZON.COM	175.20	175.20	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
E22D0515	AMAZON.COM	146.00	146.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
E22M0147	SCOTT OVERHEAD DOORS AND DOCK	3,763.00	3,763.00	1453323819 5640	Deferred Maint Parks Jr High / Repairs by Vendors
E22M0148	EC CONSTRUCTION COMPANY	3,835.00	3,835.00	1453318819 5640	Deferred Maint Laguna Road / Repairs by Vendors
E22M0149	PETRA GEOTECHNICAL INC	3,390.00	3,390.00	1453311859 5805	Deferred Maint Fac Beechwood / Consultants
E22M0150	PLUMBING AND INDUSTRIAL SUPPLY	512.60	512.60	1453350859 4363	Deferred Maint Facilities / Materials and Supplies Repairs
E22M0151	LOMA VISTA NURSERY	135.94	135.94	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22M0152	SCOTT OVERHEAD DOORS AND DOCK	393.00	393.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0153	DAILY JOURNAL CORPORATION	712.40	712.40	2567250859 5830	Facilities Growth Dev Fees / Legal Advertising

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/05/2011

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0590	BLUE RAVEN TECHNOLOGY INC	713.40	713.40	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0591	PEARSON ASSESSMENT INC	448.88	448.88	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0592	ANGELO, NORMA	23.92	23.92	0130410103 4310	SLIP Instruction Acacia / Materials and Supplies Instr
E22R0593	RIBET ACADEMY	132.00	132.00	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0594	FULLERTON COLLABORATIVE	100.00	100.00	0108955101 4310	Hands On Science Instructional / Materials and Supplies
E22R0595	SCHOLASTIC INC	616.05	616.05	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
E22R0596	ORANGE COUNTY MATH COUNCIL	250.00	250.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22R0597	MATRIX IMAGING PRODUCTS INC	3,600.00	3,600.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
E22R0598	VETROVEC, STACY	160.24	160.24	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
E22R0599	DESAI, SHITAL	413.19	413.19	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
E22R0600	THOMPSON, JAMIE	201.51	201.51	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0601	SUPPLY MASTER	136.72	136.72	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0602	STAPLES 025724519	60.30	60.30	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0603	PEARSON ASSESSMENT INC	83.13	83.13	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0604	HAWTHORNE EDUCATIONAL	45.13	45.13	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
E22R0605	RIVERSIDE PUBLISHING COMPANY	676.88	676.88	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0606	FULLERTON OBSERVER	128.00	128.00	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22R0607	LEE-ZARAGOZA, RACHEL	308.32	308.32	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
E22R0608	PARENT INSTITUTE FOR QUALITY E	8,880.00	8,880.00	0134520101 5805	English Lang Acq Prg Nicolas / Consultants
E22R0609	LEE-ZARAGOZA, RACHEL	120.55	120.55	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0610	ORANGE COUNTY MATH COUNCIL	250.00	250.00	0111716109 4310	Hourly Intervention Hermosa Dr / Materials and Supplies
E22R0611	DAISY IT	327.53	327.53	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
E22R0612	HOUGHTON MIFFLIN COMPANY	9,386.27	9,386.27	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0613	AEROMARK	23.93	23.93	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/05/2011

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0615	MISSION SAN JUAN CAPISTRANO	928.00	928.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
E22R0616	DISCOVERY SCIENCE CENTER	930.00	930.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
E22R0617	COSGROVE, MARILEE	200.00	200.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22R0618	KOERTH, KURT	433.87	433.87	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22R0619	HUTCHISON, DEBORAH	61.73	61.73	0111610101 6410	Donations Instr Acacia / New Equip Less Than \$10,000
E22R0620	BREWER, KIM	83.97	83.97	0111610101 6410	Donations Instr Acacia / New Equip Less Than \$10,000
E22R0621	DAISY IT	195.68	195.68	0152258749 4350	Personnel Commission Discret / Materials and Supplies
E22R0622	JIM COKAS DESIGN	3,000.00	3,000.00	0125852241 5805	Project CREATE Arts Media / Consultants
E22R0623	MOONEY, JENNIFER	266.61	266.61	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0624	DAILY JOURNAL CORPORATION	78.30	78.30	0153150759 5902	Warehouse DC / Communications Advertisement
E22R0625	PEARSON ASSESSMENT INC	11,226.69	11,226.69	0111555103 4310	Gifted and Talented Education / Materials and Supplies
E22R0626	ANDERSON, TRACEY	79.95	79.95	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
E22R0627	AMAZON.COM	368.93	368.93	0111555103 4310	Gifted and Talented Education / Materials and Supplies
E22R0628	PEARSON ASSESSMENT INC	328.18	328.18	0111555103 4310	Gifted and Talented Education / Materials and Supplies
E22R0629	DICK BLICK ART MATERIALS	137.01	137.01	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
E22R0630	LEARNING A TO Z	79.95	79.95	0111715109 4310	Hourly Intervention GoldenHill / Materials and Supplies
E22S0023	BANGKIT USA INC	23,065.88	23,065.88	0100000000 9320	Unrestricted / Stores
E22S0024	BATTERY EXPRESS	49.33	49.33	0100000000 9320	Unrestricted / Stores
E22S0025	ALPHA SCIENTIFIC MEDICAL INC	917.85	917.85	0100000000 9320	Unrestricted / Stores
E22T0033	A 1 TRANSMISSION AND SUPPLY	80.67	80.67	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
E22T0034	SOUTHERN COUNTIES OIL CO	2,041.49	1,020.74 1,020.75	0156556369 4361 0156656369 4361	Home to Sch Transportation DC / Materials and Supplies Transportation Special Ed DC / Materials and Supplies Fuel
E22T0035	SUPPLY MASTER	241.69	116.01 125.68	0156556369 4350 0156656369 4350	Home to Sch Transportation DC / Materials and Supplies Transportation Special Ed DC / Materials and Supplies

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/05/2011**

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22V0086	APPLE COMPUTER INC.	26,845.24	2,000.00	0121220101 6410	Title I Nicolas Instruction / New Equip Less Than \$10,000
			6,000.00	0122420101 6410	Title III Limited Engl Nicolas / New Equip Less Than
			12,845.24	0130220101 6410	Econ Impact Aid Nicolas / New Equip Less Than \$10,000
			6,000.00	0134520101 6410	English Lang Acq Prg Nicolas / New Equip Less Than
E22V0087	APPLE COMPUTER INC.	6,636.93	347.78	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
			6,289.15	0152151749 6450	Personnel Serv Certificated DC / Repl Equip Less Than
E22V0088	TAYLOR'S APPLIANCE	718.16	718.16	0132952101 6410	Afr Schl Ed Sfty Grt Cohort 6 / New Equip Less Than
E22V0089	APPLE COMPUTER INC.	22,010.47	10,967.39	0122252101 6410	ARRA Title II EETT Comp Instr / New Equip Less Than
			11,043.08	0130955253 6410	Ed Tech Info Systems Services / New Equip Less Than
E22X0349	LAKESHORE LEARNING	397.00	397.00	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22X0350	LAKESHORE LEARNING	1,001.00	1,001.00	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
E22X0351	FRY, ALISHIA LYNN	6,600.00	6,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0352	MORRISON, LISA RAINEY	6,900.00	6,900.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0353	PEPPER MUSIC, J W	200.00	200.00	0110220119 4310	Choir Nicolas / Materials and Supplies Instr
E22X0354	CSU FULLERTON AUXILIARY SVCS C	79,000.00	79,000.00	0125852221 5800	Proj CREATE Staff Development / Other Contracted
	Fund 01 Total:	252,209.87			
	Fund 12 Total:	7,282.44			
	Fund 14 Total:	11,500.60			
	Fund 25 Total:	712.40			
	Total Amount of Purchase Orders:	271,705.31			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 04/05/2011

The purchase order referenced below did not appear on the Purchase Order Detail Report. It was incorrectly printed with a print date of 3/16/2011 instead of 3/14/2011. It will appear on the May 3, 2011 Purchase Order Detail Report.

PO E22R0614 in the amount of \$78.30

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **04/05/2011**

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0132	CALIFORNIA SCHOOL NURSES ORGAN	250.00	+166.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
E22D0377	LAKESHORE LEARNING	636.45	+66.98	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22D0425	TRAFFIC CONTROL SERVICE INC	825.96	+12.31	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			+12.31	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			+24.61	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22D0476	COSTUMER, THE	818.52	+47.94	0110217119 4310	LV Productions / Materials and Supplies Instr
E22L0008	KONICA MINOLTA BUSINESS SOLUTI	2,074.00	+600.00	0132952101 5630	Aft Sch Ed Sfty Grt Cohort 6 / Rents and Leases
E22V0002	ATG REHAB	4,002.66	+478.73	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
E22V0083	HOWARD INDUSTRIES INC	652.39	+0.98	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
E22X0073	SOUTHWEST SCHOOL SUPPLY	6,000.00	+1,500.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
E22X0075	SOUTHWEST SCHOOL SUPPLY	2,750.00	+1,500.00	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr
E22X0124	AT&T MOBILITY	1,100.00	+250.00	0152151749 5900	Personnel Serv Certificated DC / Communications
E22X0155	OFFICE DEPOT BUSINESS SERVICE	2,400.00	+900.00	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
E22X0180	SOUTHWEST SCHOOL SUPPLY	4,350.00	+1,087.50	0131652103 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
E22X0223	JUDD, MARSHA	6,500.00	+2,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22Y0007	C AND C AUTOMOTIVE DISTRIBUTOR	6,000.00	+400.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+100.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
E22Y0017	ABS POWER BRAKE INC	1,000.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+200.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
E22Y0030	J AND J CARBURETORS	1,100.00	+300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
E22Z0009	CLARK SECURITY PRODUCTS	10,000.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		10,865.15		
	Fund 12 Total:		282.21		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **04/05/2011**

FROM 03/01/2011 TO 03/14/2011

<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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Total Amount of Change Orders:			11,147.36		
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FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

04/05/2011

FROM 03/01/2011 TO 03/14/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0133	ORANGE CNTY DEPARTMENT OF	15.00	15.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
	Fund 12 Total:	15.00			
	Total Amount of Purchase Orders:	15.00			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/05/2011

FROM 03/01/2011 TO 03/14/2011

<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

04/05/2011

FROM 03/01/2011 TO 03/14/2011

<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

04/05/2011

FROM 03/01/2011 TO 03/14/2011

<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 04/05/2011

FROM 03/01/2011 TO 03/14/2011

<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

04/05/2011

FROM 03/01/2011 TO 03/14/2011

<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

04/05/2011

FROM 03/01/2011 TO 03/14/2011

<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: April 5, 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 130808 THROUGH 130877 FOR THE 2010/2011 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 1, 2011 through March 14, 2011, contains purchase orders numbered 130808 through 130877 for the 2010/2011 school year totaling \$215,082.67. There were no out-of-date sequence purchase orders or processed food and commodity purchase orders created 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 130808 through 130877 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 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
Calolympic Glove Co.	130848	3/7/2011	3/17/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	case	80026	Glove, #4113-L Terrycloth, knit wrist 10/dz/es			\$109.4000	\$109.40	
							Sales Tax:	\$9.57
							P.O. Total:	\$118.97
							Vendor Total:	\$118.97
A & R Distributors	130809	3/1/2011	3/2/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
1	case	8202	Chips , Fritos Corn 120's			\$14.9800	\$14.98	
							Sales Tax:	\$0.00
							P.O. Total:	\$14.98
A & R Distributors	130811	3/1/2011	3/9/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
30	case	7003	Cracker, Jungle J&J 200/1oz/cs			\$18.4400	\$553.20	
							Sales Tax:	\$0.00
							P.O. Total:	\$553.20
A & R Distributors	130820	3/2/2011	3/30/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
14	case	8016	Munchie Kid's Mix, Quaker #80340 104/ .88 oz.			\$23.7000	\$331.80	
							Sales Tax:	\$0.00
							P.O. Total:	\$331.80
A & R Distributors	130823	3/2/2011	3/30/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
30	case	7003	Cracker, Jungle J&J 200/1oz/cs			\$18.4400	\$553.20	
39	case	7021	Cracker Graham Hi-Fbr Honey MJM 150/3pk			\$13.8600	\$540.54	
							Sales Tax:	\$0.00
							P.O. Total:	\$1,093.74
A & R Distributors	130824	3/2/2011	4/6/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
30	case	7003	Cracker, Jungle J&J 200/1oz/cs			\$18.4400	\$553.20	
							Sales Tax:	\$0.00
							P.O. Total:	\$553.20
A & R Distributors	130825	3/2/2011	4/20/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
20	cs	7018	Cracker,Graham Giant Choc Gldfish #15263 300/2/.9oz			\$36.4200	\$728.40	
							Sales Tax:	\$0.00
							P.O. Total:	\$728.40
A & R Distributors	130856	3/9/2011	3/30/2011				<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
112	case	68012	Juice, Hansen's, Burstin Berry 3680 40/6.75			\$10.8800	\$1,218.56	
112	Case	68013	Juice, Hansen's,Totally Tropical #68013 40/6.75oz			\$10.8800	\$1,218.56	
112	Case	68014	Juice,Hansen's,Stawberry Banana 3682 40/6.75oz			\$10.8800	\$1,218.56	
							Sales Tax:	\$0.00
							P.O. Total:	\$3,655.68

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
A & R Distributors		130871	3/11/2011	3/16/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	case	8018	Pretzel,*Mini, Snyder's 400's	\$22.8400	\$114.20		
					Sales Tax:	\$0.00	
					P.O. Total:	\$114.20	
A & R Distributors		130872	3/11/2011	3/30/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
155	cs	1	TEAM BLITZ VANILLA SS MILK # 64010, 48/8.5oz	\$9.4800	\$1,469.40		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,469.40	
					Vendor Total:	\$8,514.60	
Custom Design Uniforms Co.		130877	3/11/2011	5/2/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
28	each	L510	Polo w/ Embroidery, Ladies, S	\$12.9500	\$362.60		
55	each	L510	Polo w/ Embroidery, Ladies, M	\$12.9500	\$712.25		
37	each	L510	Polo w/ Embroidery, Ladies, L	\$12.9500	\$479.15		
20	each	L510	Polo w/ Embroidery, Ladies, XL	\$12.9500	\$259.00		
25	each	L510	Polo w/ Embroidery, Ladies, XXL	\$14.9500	\$373.75		
8	each	L510	Polo w/ Embroidery, Ladies, XXXL	\$15.9500	\$127.60		
10	each	K510	Polo w/ Embroidery, Men's, M	\$12.9500	\$129.50		
12	each	4662M	Sweatshirt w/ Logo, Jerzee Crew, S	\$13.0000	\$156.00		
25	each	4662M	Sweatshirt w/ Logo, Jerzee Crew, M	\$13.0000	\$325.00		
20	each	4662M	Sweatshirt w/ Logo, Jerzee Crew, L	\$13.0000	\$260.00		
15	each	4662M	Sweatshirt w/ Logo, Jerzee Crew, XL	\$13.0000	\$195.00		
12	each	4662M	Sweatshirt w/ Logo, Jerzee Crew, 2XL	\$15.0000	\$180.00		
5	each	4662M	Sweatshirt w/ Logo, Jerzee Crew, 3XL	\$16.0000	\$80.00		
90	each	C864	Cap, Baseball PA Contrast Stp w/ Embr Logo	\$7.7500	\$697.50		
50	each	A510	Bib Aprons, Med. Length Bk	\$9.5000	\$475.00		
					Sales Tax:	\$421.08	
					P.O. Total:	\$5,233.43	
					Vendor Total:	\$5,233.43	
Otis Spunkmeyer, Inc.		130847	3/3/2011	3/11/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	7542	Cookie Oatmeal Raisin #58903 160/2 oz./cs	\$65.3200	\$130.64		
2	case	7541	Cookie Choc Chip #58900 160/2 oz./cs	\$65.3200	\$130.64		
1	case	7660	Cookie Sugar #58904 160/2 oz./cs	\$65.3200	\$65.32		
1	case	7543	Cookie Peanut Butter #58905 160/2 oz./cs	\$65.3200	\$65.32		
2	case	7544	Cookie Wte Choc Mac Nt #58907 160/2 oz./cs	\$68.9100	\$137.82		
1	case	7678	Cookie Dbl Choc Otis#58901 160/2oz/case	\$65.3200	\$65.32		
					Sales Tax:	\$0.00	
					P.O. Total:	\$595.06	
					Vendor Total:	\$595.06	
Swift Produce		130841	3/3/2011	3/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130841	3/3/2011	3/7/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	each	999120	Lettuce, green leaf #19407	\$1.7900	\$3.58		
2	each	999006	Cucumber, Each #15507	\$1.2900	\$2.58		
2	each	999059	Pepper, red bell #23507	\$1.4500	\$2.90		
10	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$1.6900	\$16.90		
2	lb	27108	Tomato, 4/5 pound	\$3.7900	\$7.58		
15	lb	999235	Salad, 3-way #39998 lb	\$1.6900	\$25.35		
15	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$58.35		
15	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$26.85		
40	lb	999240	Jicama sticks, #38158	\$1.9900	\$79.60		
5	lb	999265	Stir Fry Mix 10#, #49908	\$2.6400	\$13.20		
1	cs	999135	Spinach, Baby 4# case #19679	\$14.9500	\$14.95		
3	case	999130	Banana, #54709 Petite green tip	\$20.9000	\$62.70		
2	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs	\$16.4500	\$32.90		

Sales Tax: \$0.00
P.O. Total: \$347.44

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130842	3/3/2011	3/8/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	case	999121	Pears, #58949 110/case	\$31.9500	\$31.95		
6	case	999055	Tangerine, large #59359 or #59389 150/case	\$24.9500	\$149.70		
1	each	999006	Cucumber, Each #15507	\$1.2900	\$1.29		
5	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$8.95		
5	lb	999216	Salad, 4-way #39928 lb	\$1.6900	\$8.45		

Sales Tax: \$0.00
P.O. Total: \$200.34

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130843	3/3/2011	3/9/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	case	999055	Tangerine, large #59359 or #59389 150/case	\$24.9500	\$74.85		
3	each	999059	Pepper, red bell #23507	\$1.4500	\$4.35		
10	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$1.6900	\$16.90		
140	lb	999235	Salad, 3-way #39998 lb	\$1.6900	\$236.60		
5	lb	999216	Salad, 4-way #39928 lb	\$1.6900	\$8.45		
5	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$19.45		
5	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$8.95		
15	lb	999216	Salad, 4-way #39928 lb	\$1.6900	\$25.35		
3	each	999006	Cucumber, Each #15507	\$1.2900	\$3.87		
1	case	999028	Tomato, cherry #27609 12/1pt /case	\$34.9500	\$34.95		

Sales Tax: \$0.00
P.O. Total: \$433.72

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130844	3/3/2011	3/10/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999055	Tangerine, large #59359 or #59389 150/case	\$24.9500	\$49.90		
1	case	27109	Tomato 4/5 case	\$37.9500	\$37.95		
10	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$1.6900	\$16.90		
10	lb	999203	Broccoli florets #31608 lb	\$3.8900	\$38.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.7900	\$17.90		
1	each	999011	Lettuce, Romaine #19607	\$34.9500	\$34.95		
2	each	27008	Tomato, pound	\$1.9089	\$3.82		
3	case	77009	Frozen Mixed Vegetable, 20# case	\$18.9500	\$56.85		

Sales Tax: \$0.00
P.O. Total: \$257.17

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130845	3/3/2011	3/11/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130859	3/10/2011	3/14/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130860	3/10/2011	3/15/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130861	3/10/2011	3/16/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130862	3/10/2011	3/17/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	999030	Apple, red 150/case #50309(Washington)			\$29.9500	\$59.90
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Vendor Total:							\$1,538.17
Gold Star Foods	130808	3/1/2011	3/11/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6	cs	55062	Chicken Burger,Tyson Smkd 174/2.8oz/cs, GS#401598			\$48.2600	\$289.56
5	case	30052	Pigs-in-Blanket Wrp Dbl B, 60/2oz/cs GS#100488			\$25.1800	\$125.90
						Sales Tax:	\$0.00
						P.O. Total:	\$415.46
Gold Star Foods	130814	3/1/2011	3/25/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
8	case	55108	Egg & Chse Wrap SunFrsh, IW 75/3.1oz., GS#401560			\$37.0300	\$296.24
12	case	30337	Pncks mini,Strwbrry Splsh,Pillsbry#31518 IW 72/3.17			\$36.0800	\$432.96
12	case	59601	Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644			\$37.3400	\$448.08
4	case	55110	Egg Tac-Go,Sausage&Chse w/Trky, IW 96/3.2, #401562			\$51.7000	\$206.80
11	case	3401	Apple Frudel, Pillsbury, IW 72/2.29oz., GS#112999			\$39.8700	\$438.57
10	cs	3208	Bar, Benefit Banana Chocolate,48/2oz., GS#113235			\$14.9300	\$149.30
						Sales Tax:	\$0.00
						P.O. Total:	\$1,971.95
Gold Star Foods	130817	3/2/2011	3/11/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
80	case	54015	Cheese,String Cmdy LOL#987958 160/1oz.MOZZ.			\$15.1800	\$1,214.40

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods	130817	3/2/2011	3/11/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
				Sales Tax:		\$0.00
				P.O. Total:		\$1,214.40
Gold Star Foods	130818	3/2/2011	3/25/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
80	case	7553	Cookie,Choc Chip, Red. Fat IW, BV#70660 90/2oz		\$33.7400	\$2,699.20
				Sales Tax:		\$0.00
				P.O. Total:		\$2,699.20
Gold Star Foods	130831	3/2/2011	4/8/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
26	case	11049	Raisins, Caltropic,144/1.5oz., GS#202545		\$21.9700	\$571.22
48	case	55019	Chicken Nugget, Natural Tyson GS#401738		\$41.6500	\$1,999.20
13	cs	56201	Peaches Fro Cup #5950 Wawona 96/4 oz		\$26.7700	\$348.01
44	case	58106	Pork Rib Honey BBQ, Pierre 100/3.2oz/cs, GS#401374		\$29.4700	\$1,296.68
				Sales Tax:		\$0.00
				P.O. Total:		\$4,215.11
Gold Star Foods	130832	3/2/2011	3/25/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
125	case	30076	French Toast, Sticks Aunt Jemima#43585 180/.88oz.		\$16.4800	\$2,060.00
145	case	38002	Fish Trout melts#08892 ClrSpring 40/cs		\$24.3000	\$3,523.50
34	case	55002	Chicken, Sausage Patty Tyson #17443 354/1.36oz.		\$39.5800	\$1,345.72
40	case	55007	Chicken Patty Tyson,141/3.4oz Case, GS#401592		\$37.1600	\$1,486.40
				Sales Tax:		\$0.00
				P.O. Total:		\$8,415.62
Gold Star Foods	130833	3/2/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	cs	56026	Turkey Preckd Grnd, JennieO 4/7#/cs (D), GS#400986		\$40.4801	\$809.60
39	case	57002	Hamburger Patty,Beef&Onion,Pierre135/cs, GS#401400		\$22.9500	\$895.05
75	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356		\$51.6500	\$3,873.75
				Sales Tax:		\$0.00
				P.O. Total:		\$5,578.40
Gold Star Foods	130834	3/2/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
81	cs	1	COMMODITY FRESH APPLE SLICES #500276 100ct		\$2.5000	\$202.50
52	cs	2	COMMODITY FRESH BABY CARROTS #500312 100ct		\$2.5000	\$130.00
				Sales Tax:		\$0.00
				P.O. Total:		\$332.50
Gold Star Foods	130835	3/2/2011	4/8/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
62	cs	1	WG Max Beef Pizza Quesadilla#77389-12715,96ct		\$52.5000	\$3,255.00
				Sales Tax:		\$0.00
				P.O. Total:		\$3,255.00
Gold Star Foods	130836	3/2/2011	4/13/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	CS	1	FRESH COMMODITY APPLE SLICES #500276 100CT		\$2.5000	\$125.00
89	CS	2	FRESH COMMODITY BABY CARROTS #500312 100CT		\$2.5000	\$222.50
				Sales Tax:		\$0.00
				P.O. Total:		\$347.50

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods		130837	3/2/2011	4/22/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
69	case	30008	Hot Dog, Turkey, Foster Farms, 5 80/cs,GS#100746		\$8.9700	\$618.93	
						Sales Tax:	\$0.00
						P.O. Total:	\$618.93
Gold Star Foods		130838	3/2/2011	4/22/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
40	CS	1	FRESH COMMODITY BABY CARROTS #500312 100CT		\$2.5000	\$100.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$100.00
Gold Star Foods		130851	3/7/2011	4/8/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
12	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.		\$73.4000	\$880.80	
						Sales Tax:	\$0.00
						P.O. Total:	\$880.80
Gold Star Foods		130852	3/7/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
30	case	55057	Chicken Pty Hot&Spicy Tyson,144/cs, GS#401608		\$42.5600	\$1,276.80	
10	case	55059	Chicken, Popcorn , Tyson 124/15pc/case, GS#401582		\$44.6000	\$446.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,722.80
Gold Star Foods		130858	3/9/2011	3/17/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	4331	Dressing,Ranch, Marzetti #81992 120/1.5oz.		\$17.5300	\$87.65	
						Sales Tax:	\$0.00
						P.O. Total:	\$87.65
Gold Star Foods		130875	3/11/2011	3/17/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	30015	Corn Dog,Jumbo 1W (DonLee) 40/cs, GS#100498		\$15.0600	\$150.60	
						Sales Tax:	\$0.00
						P.O. Total:	\$150.60
Gold Star Foods		130876	3/11/2011	3/25/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
20	case	57017	CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356		\$51.6500	\$1,033.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,033.00
P & R Paper Supply Company, Inc.		130816	3/2/2011	3/11/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	80006	Gloves Plastic disp FDH-FHCT 14 (M) 10/100/cs		\$15.9500	\$159.50	
9	bundle	81021	Bag brown lunch #6 WPK-6LB 500/bundle		\$7.0500	\$63.45	
5	Box	81103	Cover *Rack Bun Pan 52x80 #HND-RP8052 50/RL		\$11.5000	\$57.50	
6	BOX	88302	Paper Prchmnt-pn liners PPC-25Q1 16X24 1M/cs		\$23.7500	\$142.50	
2	case	80011	Hairnets Brown string CEL-HN500DB 10/144/case		\$94.0000	\$188.00	
3	case	84003	Cup 2 oz Souffle plastic Solo #B200 2500/case		\$19.0000	\$57.00	
3	case	84503	Lid 2 oz Solo #PL2 2500/case		\$20.4000	\$61.20	

Vendor Total: ~~\$34,253.32~~
33,038.92

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.		130816	3/2/2011	3/11/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						Sales Tax:	\$47.91
						P.O. Total:	\$777.06
P & R Paper Supply Company, Inc.		130840	3/3/2011	3/4/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	Doz	80027	Pot holder #ARD-PT8 8 terrycloth 1 dz	\$14.7600	\$147.60		
						Sales Tax:	\$12.92
						P.O. Total:	\$160.52
P & R Paper Supply Company, Inc.		130865	3/10/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	84306	Cup, #DRT-16CT 16oz Clear Soft 20/50/case	\$75.9800	\$303.92		
10	case	80007	Gloves *Plastic disp FDH-FHCT 12 (SM) 10/100/CS	\$15.9500	\$159.50		
2	ROLL	87103	Film 12x12 Vinyl perf sheets Anchor #151212	\$9.8400	\$19.68		
10	cs	81003	Bag *bunpan18x24 Handguard FB24 250/cs	\$10.7500	\$107.50		
3	case	84806	Lid, DRT-L24C 16-24 oz Clear slot, 10/100/cs	\$25.1700	\$75.51		
						Sales Tax:	\$1.72
						P.O. Total:	\$667.83
Vendor Total:						\$2,382.46	\$1,605.41
Duray		130874	3/11/2011	4/8/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	each	1	Produce Washer, Nilma ATIR I	\$34,450.0000	\$34,450.00		
1	each	1	Outbound Freight for Nilma ATIR fr Sacramento	\$550.0000	\$550.00		
1	each	1	Landing Table, Duray Custom 60"x36", 6"Caster	\$1,500.0000	\$1,500.00		
1	each	1	Control Panel Stand, Duray Custom	\$450.0000	\$450.00		
1	each	1	Delivery and Installation	\$1,500.0000	\$1,500.00		
						Sales Tax:	\$3,185.00
						P.O. Total:	\$41,635.00
Vendor Total:							\$41,635.00
Form Plastics		130854	3/9/2011	3/16/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	86213	Tray 3 1/2x3 1/2, 2000/case Part#5010-128500	\$42.7400	\$854.80		
						Sales Tax:	\$0.00
						P.O. Total:	\$854.80
Vendor Total:							\$854.80
DJ CO-OPS		130815	3/1/2011	3/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Renewal Fee for Schoo Year 2011-2012	\$415.0000	\$415.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$415.00

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$415.00
ASR Food Distributors, Inc.	130810	3/1/2011	3/18/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	30063	Chow Mein Noodles #52724002019 Ling's 2/5#/case	\$17.5200	\$87.60	
Sales Tax:						\$0.00
P.O. Total:						\$87.60
ASR Food Distributors, Inc.	130812	3/1/2011	3/25/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	case	59033	Pizza Brkfst Sausage #TRC14752 (SSE #78964) 100/cs	\$47.3600	\$852.48	
24	case	56108	Muffin,AppleCinn #207115W 20th Cen. 100/1.5oz/cas	\$23.1500	\$555.60	
6	cs	59525	Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz	\$29.6900	\$178.14	
Sales Tax:						\$0.00
P.O. Total:						\$1,586.22
ASR Food Distributors, Inc.	130813	3/1/2011	4/13/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	case	59033	Pizza Brkfst Sausage #TRC14752 (SSE #78964) 100/cs	\$47.3600	\$852.48	
Sales Tax:						\$0.00
P.O. Total:						\$852.48
ASR Food Distributors, Inc.	130819	3/2/2011	3/25/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
16	case	56109	Muffin Blueberry #207215W 20th Cent 100/1.5oz/cas	\$23.3700	\$373.92	
Sales Tax:						\$0.00
P.O. Total:						\$373.92
ASR Food Distributors, Inc.	130826	3/2/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
60	cs	56025	Burrito,Bf&Bn #96575CN Los Cabos 96/5.75 oz/cs	\$47.0500	\$2,823.00	
Sales Tax:						\$0.00
P.O. Total:						\$2,823.00
ASR Food Distributors, Inc.	130827	3/2/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
38	cs	1	Spring Egg Cookie, IW, 144 ct - KidsKookie	\$21.7600	\$826.88	
Sales Tax:						\$0.00
P.O. Total:						\$826.88
ASR Food Distributors, Inc.	130828	3/2/2011	4/22/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	cs	30048	Weiner Dbl Mini-dog Chekn #60003 50/cs Michael B	\$34.7700	\$139.08	
45	case	56702	Chicken, Mandarin Orange Lings#8-52724-11101-8 25#	\$67.5300	\$3,038.85	
31	case	59043	Pizza,Cheese Tony's Galaxy(SSE#78475)Rnd IW 72/5oz	\$55.6600	\$1,725.46	
54	case	59045	Pizza,Pepp Tony's Galaxy(SSE#78477)Rnd IW 72/5oz.	\$52.8600	\$2,854.44	
Sales Tax:						\$0.00
P.O. Total:						\$7,757.83
ASR Food Distributors, Inc.	130853	3/7/2011	3/25/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	case	56031	Burrito,Bn&Chse, Los Cabos#92540WholeGrn IW96/5.75	\$43.0500	\$172.20	
Sales Tax:						\$0.00
P.O. Total:						\$172.20

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	130869	3/10/2011	4/1/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	case	46002	Strawberry, sliced 4+1 No Stable 6/6.5#/case		\$42.8900	\$1,286.70
				Sales Tax:		\$0.00
				P.O. Total:		\$1,286.70
ASR Food Distributors, Inc.	130870	3/11/2011	3/17/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
38	case	7242	Turnover cherry CutiePie#2506-94 WG 120/2oz./case		\$26.4500	\$1,005.10
				Sales Tax:		\$0.00
				P.O. Total:		\$1,005.10
				Vendor Total:		\$16,771.93
Chefs' Toys	130846	3/3/2011	3/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	each	1	Part#1900 - UHS-12FUSD Universal Server		\$4,706.6500	\$23,533.25
5	each	1	Part#1900 - TS-38-AE-15 Tray Server,1826Serie		\$3,891.6800	\$19,458.40
				Sales Tax:		\$3,761.77
				P.O. Total:		\$46,753.42
Chefs' Toys	130855	3/9/2011	6/10/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
34	each	Part14789	Food Pan, Camwear, plastic, 2-1/2" deep, blk		\$7.7500	\$263.50
85	each	Part#2989	Food Pan, Camwear, plastic, 4" deep, black		\$9.8600	\$838.10
102	each	Part14448	Crock Cambro, Black w/ Lid 2.7Qt, Fits 6-1/8"		\$4.9800	\$507.96
70	each	Part#1900	Buffet Camchiller, 18-1/2"x12-5/8"x4",blue		\$83.3300	\$5,833.10
14	each	Part#1900	Serving Buffet, Versa VBRL6110, 72"x29"		\$1,130.0000	\$15,820.00
28	each	Part#1900	Tray Rail Only, Versa VBRR6191, 72" gray		\$162.0000	\$4,536.00
14	each	Part#1900	End Table w/ Arm, Versa VBRTBL191, gray		\$162.5000	\$2,275.00
14	each	Part#1900	Connector, Versa VCSCNL110, black		\$136.0000	\$1,904.00
15	each	Part#1900	Cash Register Cart, lockable ctr drwr, 6"cast		\$922.5000	\$13,837.50
				Sales Tax:		\$4,008.83
				P.O. Total:		\$49,823.99
				Vendor Total:		\$96,577.41
Campus Foods	130821	3/2/2011	3/23/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	8207	Sunflower Seeds, Dakota Gourmet #1462 150/1oz.		\$19.0500	\$381.00
24	cs	8019	Chex, Strawberry Yogurt # 0959 60/1.2oz		\$19.4700	\$467.28
8	case	8026	Chez It's Scrabble Campus #1433 175.75 oz.		\$35.0000	\$280.00
				Sales Tax:		\$0.00
				P.O. Total:		\$1,128.28
Campus Foods	130822	3/2/2011	4/6/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	cs	7023	Crackers, Graham Scooby Doo, Keebler #2523 175/1oz		\$42.8400	\$214.20
16	cs	8020	Chex, Cheddar Cheese #2967 60/1.2oz.		\$19.4700	\$311.52
				Sales Tax:		\$0.00
				P.O. Total:		\$525.72

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/1/2011 and 3/14/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Campus Foods	130829	3/2/2011	3/24/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
11	case	4310	Sauce, Tartar Packets, Hollens #6634 200/case		\$5.1500	\$56.65
18	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J #2209 200's		\$19.7500	\$355.50
					Sales Tax:	\$0.00
					P.O. Total:	\$412.15
Campus Foods	130830	3/2/2011	3/31/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J #2209 200's		\$19.7500	\$592.50
					Sales Tax:	\$0.00
					P.O. Total:	\$592.50
Campus Foods	130850	3/7/2011	3/24/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
100	case	4304	Sauce BBQ Packet, Heinz #5693 200/12g.		\$4.5000	\$450.00
10	case	11077	Juice, Apple Langers # 6050 12/16oz./case		\$8.3500	\$83.50
10	case	11085	Juice, Orange Langers # 6051 12/16oz./case		\$8.3500	\$83.50
					Sales Tax:	\$0.00
					P.O. Total:	\$617.00
Campus Foods	130857	3/9/2011	3/17/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	4325	Dressing,Bleu Cheese, Ken's 60/1.5oz.		\$15.7900	\$15.79
					Sales Tax:	\$0.00
					P.O. Total:	\$15.79
Campus Foods	130866	3/10/2011	3/31/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
36	case	3005	Cereal, Cocoa Puffs Red/Sugar GenMills 96/case		\$21.8900	\$788.04
					Sales Tax:	\$0.00
					P.O. Total:	\$788.04
Campus Foods	130867	3/10/2011	4/7/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
36	case	3001	Cereal,Trix GenMills Red Sugar 96/case		\$21.8900	\$788.04
					Sales Tax:	\$0.00
					P.O. Total:	\$788.04
Campus Foods	130868	3/10/2011	4/13/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
36	case	3002	Cereal, CinnaToast Red Sugar GenMills 96/case		\$21.8900	\$788.04
					Sales Tax:	\$0.00
					P.O. Total:	\$788.04
					Vendor Total:	\$5,655.56
Trade Supplies	130849	3/7/2011	3/17/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	80022	Towels, White Terry 20X40 5doz./case		\$89.5000	\$447.50
					Sales Tax:	\$39.16
					P.O. Total:	\$486.66

CONSENT ITEM

DATE: April 5, 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 77517 THROUGH 77720 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 77517 through 77720 for the 2010/2011 school year totaling \$623,262.11. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$414,650.47
12 Child Development	11,231.04
14 Deferred Maintenance	2,985.04
25 Capital Facilities	1,221.00
68 Workers' Compensation	192,319.05
81 P C Insurance	855.51
Total	\$623,262.11

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 77517 through 77720 for the 2010/2011 school year.

GC:SS:md

CONSENT ITEM

DATE: April 5, 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 8163 THROUGH 8193 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 8163 through 8193 for the 2010/2011 school year. The total amount presented for approval is \$158,706.53.

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 8163 through 8193 for the 2010/2011 school year.

GC:AC:dlh

CONSENT ITEM

DATE: April 5, 2011

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

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

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

SUBJECT: **APPROVE VARIOUS/LUNCH SHELTERS AND VARIOUS/SHADE STRUCTURES, FSD-10-11-CF-01 THROUGH FSD-10-11-CF-05, TO VALLEY CARPORTS**

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation in the District, and bids were opened on March 31, 2011. The successful low bidder was Valley Carports with a total bid of \$452,698.00.

Rationale: Student expansion and shelter needs have prompted the design of lunch shelters and shade structures at Beechwood, Commonwealth, Fisler, Hermosa Drive, Ladera Vista Jr. High, Maple, Nicolas Jr. High, Pacific Drive, Parks Jr. High, Richman, Rolling Hills, Valencia Park, and Woodcrest.

Funding: Capital Facilities Fund (25). The contract amount is \$452,698.00.

Recommendation: Approve various/lunch shelters and various/shade structures, FSD-10-11-CF-01 through FSD-10-11-CF-05, to Valley Carports.

GC:LL:mm
Attachment

AGREEMENT

THIS AGREEMENT, entered into this 5th day of April, 2011 in the County of Orange of the State of California, by and between the Fullerton School District, hereinafter called the "DISTRICT," and Valley Carports, 23829 Road 68, Tulare, CA 93274, (559) 686-3867, Hereinafter called the "CONTRACTOR."

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Various/Lunch Shelters and Various/Shade Structures, FSD-10-11-CF-01 through FSD-10-11-CF-05 in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the contract documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received a notice to proceed, the CONTRACTOR shall complete the work within fifty-six (56) calendar days from receipt of the notice to proceed. It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the Contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for

the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the Contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of **Two hundred dollars (\$200.00)** per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the Contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the contract documents, the sum of **Four Hundred Fifty-Two Thousand, Six Hundred Ninety-Eight Dollars (\$452,698.00)**, said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the general conditions.

Should any Change Order result in an increase in the contract price, the cost of such Change Order shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and the CONTRACTOR regarding the cost of a Change Order, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents, and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the contract documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents, and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify, and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and

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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the contract documents; or (4) any other loss, damage, or expense, sustained by any person, firm, or corporation or in connection with the Work called for in this Agreement or the contract documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm, or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the contract documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death, or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any subcontractor or material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Affidavit
Bid Guarantee Form
Bid Bond
Bid Form
Contractor's Certificate Regarding Workers' Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employer's Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Labor Compliance Program

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed

for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.)
3. The DISTRICT's Labor Compliance Program

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project a Class **B** Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

FULLERTON SCHOOL DISTRICT

VALLEY CARPORTS

Name of District

Contractor

By:

By:

Signature

Signature

Typed Name

Typed Name

Title

Title

On File

Social Security or Taxpayer Identification Number

(CORPORATE SEAL)

CONSENT ITEM

DATE: April 5, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 3 (JANUARY 1, 2011-MARCH 31, 2011)

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

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

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2011-March 31, 2011).

MD:nm
 Attachment

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

District: Fullerton School District

Person completing this form: Nina Mota

Title: Administrative Secretary

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

Date for information to be reported publicly at governing board meeting: April 5, 2011

Please check the box that applies:

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

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

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

Signature of Superintendent: _____ Date: 04/06/11

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

CONSENT ITEM

DATE: April 5, 2011

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

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

SUBJECT: **APPROVE/RATIFY INTERNET SAFETY TRAINING AGREEMENT BETWEEN ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) AND FULLERTON SCHOOL DISTRICT FOR DECEMBER 1, 2010 THROUGH FEBRUARY 28, 2011**

Background: Orange County Department of Education’s (OCDE) Educational Technology Team is focused on learning and sharing and is committed to achievement for every student. In today’s technological age, ensuring the safety of all students has become a major focal point. OCDE has received grant funding from the U.S. Department of Education to implement the county’s Youth Internet Safety Education Project.

Rationale: The District is invited to send middle school teachers to attend Internet Safety Training sessions hosted by OCDE. OCDE will reimburse the District for all substitute teaching costs.

Funding: Not applicable.

Recommendation: Approve/Ratify Internet Safety Training Agreement between Orange County Department of Education (OCDE) and Fullerton School District for December 1, 2010 through February 28, 2011.

MLD:nm
Attachment

SERVICE AGREEMENT
FULLERTON SCHOOL DISTRICT

This AGREEMENT is hereby made and entered into this 1st day of December, 2010, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT has received grant funds from the United States Department of Education for the provision of services to students through the delivery of the Orange County Youth Internet Safety Education Project; and

WHEREAS, the grant requires that SUPERINTENDENT allocate a portion of the grant funds for implementation of the Orange County Youth Internet Safety Education Project;

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

NOW, THEREFORE, the Parties hereby agree as follows:

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

1 perform the following service for the Instructional Services
2 Programs:

3 1.1 Provide reimbursement for substitute teachers for
4 designated middle school teachers to attend the Internet
5 Safety Training sessions conducted by the SUPERINTENDENT
6 and Web Wise Kids.

7 2.0 TERM. This AGREEMENT shall be in full force and effect for the
8 period commencing December 1, 2010, and ending on February 28, 2011,
9 subject to termination as set forth in this AGREEMENT.

10 3.0 PAYMENT.

11 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to
12 exceed Six hundred dollars (\$600.00) for services satisfactorily
13 rendered pursuant to Section 1.0 of this AGREEMENT. Reimbursement
14 shall be made at the daily rate of One hundred dollars (\$100.00) for
15 a maximum of six (6) teachers. Payment to DISTRICT shall be made
16 periodically upon satisfactory performance of activities identified
17 in Section 1.0 of this AGREEMENT, satisfactory completion of
18 reporting requirements, and receipt and approval of an itemized
19 invoice. DISTRICT'S expenditures shall comply with all applicable
20 provisions of federal, state, and local rules, regulations, and
21 policies relating to administration, use, and accounting for public
22 funds, including, but not limited to, the California Education Code.
23 DISTRICT'S itemized invoice shall provide a detailed description of
24 services provided, dates the services were performed, supported by
25 documentation which shall include, but not be limited to: ledgers,
journals, time sheets, invoices, bank statements, canceled checks,

1 receipts, receiving records, and records of services provided.
2 Payment shall be mailed to: Fullerton School District, 1401 West
3 Valencia Drive, Fullerton, California 92833, or at such other place
4 as DISTRICT may designate in writing.

5 B. DISTRICT shall not claim reimbursement for food, equipment
6 purchases, or services provided beyond the expiration and/or
7 termination of this AGREEMENT, except as may otherwise be provided
8 under this AGREEMENT.

9 C. SUPERINTENDENT may withhold or delay any payment should
10 DISTRICT fail to comply with any of the provisions set forth in this
11 AGREEMENT.

12 D. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by U.S.
14 Department of Education. In the event that such funding is terminated
15 or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S
16 fiscal obligations hereunder shall be limited to a pro-rated amount
17 of funding actually received by the SUPERINTENDENT under the grant.
18 SUPERINTENDENT shall provide DISTRICT written notification of such
19 termination. Notice shall be deemed given when received by the
20 DISTRICT or no later than three (3) days after the day of mailing,
21 whichever is sooner.

22 4.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an
23 independent contractor and shall be wholly responsible for the manner
24 in which the services required by the terms of this AGREEMENT are
25 performed. Nothing herein contained shall be construed as creating

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

7 5.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
8 that all matters produced under this AGREEMENT shall become the
9 property of SUPERINTENDENT and cannot be used without
10 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
11 have all right, title and interest in said matters, including the
12 right to secure and maintain the copyright, trademark and/or patent
13 of said matter in the name of the SUPERINTENDENT. DISTRICT consents
14 to use of DISTRICT'S name in conjunction with the sale, use,
15 performance and distribution of the matters, for any purpose and in
16 any medium.

17 6.0 HOLD HARMLESS/INDEMNIFICATION.

18 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
19 hold harmless DISTRICT, its Governing Board, its officers, agents,
20 and employees from liability and claims of liability for bodily
21 injury, personal injury, sickness, disease, or death of any person
22 or persons, or damage to any property, real personal, tangible or
23 intangible, arising out of the negligent acts or omissions of
24 employees, agents or officers of SUPERINTENDENT or the Orange County
25 Board of Education during the period of this AGREEMENT.

1 B. DISTRICT hereby agrees to indemnify, defend, and hold
2 harmless SUPERINTENDENT, the Orange County Board of Education, the
3 U.S. Department of Education, the California Department of
4 Education, and their officers, agents, and employees from liability
5 and claims of liability for bodily injury, personal injury,
6 sickness, disease, or death of any person or persons, or damage to
7 any property, real, personal, tangible or intangible, arising out of
8 the negligent acts or omissions of employees, agents or officers of
9 DISTRICT during the period of this AGREEMENT.

10 7.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,
11 and require all of its subcontractors, take out prior to commencing
12 the services and maintain in full force and effect from the
13 commencement of services until expiration of this AGREEMENT a policy
14 or policies of insurance covering DISTRICT'S and its subcontractor's
15 services. DISTRICT shall furnish to SUPERINTENDENT certificates of
16 insurance evidencing all coverage's and endorsements required
17 hereunder. All insurance shall be with an insurance company admitted
18 by the Insurance commissioner of the State of California to transact
19 such insurance in the State of California. Minimum coverage's shall
20 be as follows:

21 A. Comprehensive General Liability Insurance in an amount not
22 less than One million dollars (\$1,000,000) per occurrence, combined
23 single limit;

24 B. Comprehensive Automobile liability insurance covering all
25 owned, non-owned and hired vehicles in an amount not less than One
million dollars (\$1,000,000) per occurrence;

1 C. Statutory Workers' Compensation Insurance;

2 D. An endorsement to said policy(ies) naming the Orange County
3 Superintendent of Schools, the Orange County Board of Education, and
4 its officers, agents and employees as an additional insured while
5 rendering services under this AGREEMENT;

6 E. A thirty (30) day written notice to SUPERINTENDENT of
7 cancellation or reduction in coverage;

8 F. If the DISTRICT is either partially or fully self-insured
9 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
10 writing and provide SUPERINTENDENT with a statement signed by an
11 authorized representative of DISTRICT stating that DISTRICT agrees to
12 hold harmless, defend, and indemnify the Orange County Superintendent
13 of Schools, the Orange County Board of Education, and their officers,
14 employees and agents as if the insurance requirements in the above
15 paragraphs are in full force and effect.

16 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
17 unlawful discrimination of persons because of race, color, religious
18 creed, national origin, ancestry, physical handicap, medical
19 condition, marital status, or age or sex of such persons.

20 9.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the SUPERINTENDENT'S general right of inspection to
22 secure the satisfactory completion thereof. DISTRICT agrees to
23 comply with all federal, state and local laws, rules, regulations and
24 ordinances that are now or may in the future become applicable to
25 DISTRICT, DISTRICT'S business, equipment and personnel engaged in

1 operations covered by this AGREEMENT or occurring out of the
2 performance of such operations.

3 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
4 performance of any of the services in this AGREEMENT without prior
5 written approval of the SUPERINTENDENT.

6 11.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)
7 REQUIREMENTS. DISTRICT will be required to comply with all applicable
8 State and federal laws and regulations regarding this AGREEMENT and
9 administration of programs funded with this AGREEMENT. Specifically,
10 the DISTRICT will be required to comply with relevant State laws and
11 regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations
12 governing cost principles [Office of Management and Budget (OMB)
13 Circular A-133]. These regulations contain information regarding the
14 programmatic requirements and the requirements for financial
15 management maintenance of records, programmatic changes and budget
16 revisions, contracting, and general administrative responsibilities.
17 In addition, federal funds are also subject to the administrative
18 requirements at 29 CFR, Part 97 for projects administered by State,
19 local, or Indian tribal government and at 29 CFR, Part 95 for
20 projects administered by institutions of higher education, hospitals,
21 or non-profit organizations, Part 96 - Audit Requirements for Grants,
22 Contracts and other Agreements.

23 12.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California
24 Department of Education and United States Department of Education and
25 their respective authorized agents, shall have access, for the
purpose of audit or examination, to any records of DISTRICT pertinent

1 to this AGREEMENT. DISTRICT shall maintain records of services
2 provided and financial records for a period of three (3) years from
3 the date of final payment under this AGREEMENT, and for such longer
4 period, if any, as is required by applicable statute, or by any other
5 cause of this AGREEMENT.

6 13.0 TOBACCO USE POLICY. In the interest of public health,
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and vehicles,
9 and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 14.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
14 or DISTRICT with or without cause, upon the giving of thirty (30)
15 days prior written notice to the other party.

16 15.0 NOTICES. All notices or demands to be given under this
17 Agreement by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after deposit
22 in any U.S. Post Office. The address to which notices or demands may
23 be given by either party may be changed by written notice given in
24 accordance with the notice provisions of this section. At the date
25 of this AGREEMENT the addresses of the parties are as follows:

1 DISTRICT: Fullerton School District
2 1401 West Valencia Drive
3 Fullerton, California 92833
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 Costa Mesa, California 92626
8 Attn: Patricia McCaughey

9 16.0 SEVERABILITY. If any term, condition or provision of this
10 AGREEMENT is held by a court of competent jurisdiction to be invalid,
11 void, or unenforceable, the remaining provisions will nevertheless
12 continue in full force and effect, and shall not be affected impaired
13 or invalidated in any way.

14 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
15 be governed by the laws of the State of California, with venue in
16 Orange County, California.

17 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
18 attached hereto constitute the entire agreement between
19 SUPERINTENDENT and DISTRICT regarding the services and any agreement
20 made shall be ineffective to modify this AGREEMENT in whole or in
21 part unless such agreement is embodied in an Amendment to this
22 AGREEMENT which has been signed by both Parties. This AGREEMENT
23 supersedes all prior negotiations, understandings, representations
24 and agreements.

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

3 DISTRICT: FULLERTON SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY: 
7 Authorized Signature

8 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

9 TITLE: _____

TITLE: Coordinator

10 DATE: _____

DATE: December 29, 2010

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FSD-OC Youth Internet Safety Education Project-FedGrant(36451)10
ZIP4

CONSENT ITEM

DATE: April 5, 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 1111 THROUGH 1112 FOR THE 2010/2011 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1111 through 1112 for the 2010/2011 school year. The total amount presented for approval is \$131,424.21.

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

01	General Fund	\$131,424.21
	Total	<u>\$131,424.21</u>

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

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

Recommendation: Approve/Ratify warrants numbered 1111 through 1112 for the 2010/2011 school year (District 48, Amerige Heights).

GC:SS:md

CONSENT ITEM

DATE: April 5, 2011

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **APPROVE AGREEMENT WITH EDUCATIONAL CONSULTING SERVICES (ECS) RELATED TO THE DISTRICT'S MANDATED COST CLAIMS, EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012.**

Background: Mandated cost claims are billed to the State and cover additional time spent on activities that are mandated by the State. Fullerton School District has filed claims each year despite the absence of funding being forthcoming from the State. During 2006/2007, part of the backlog of claims was paid and, due to the District's decision to continue filing claims, the District received over \$3.6 million in funds. During 2010/2011, the District received an additional \$680,000.00 of backlogged receipts. The District will continue to file claims in order to maximize the potential income stream as long as mandates are in force by the State.

The cost for the services to be performed between July 1, 2011 and June 30, 2012, is \$15,000.00. Additionally, if new mandated cost claim programs are introduced by the State during the period of this Agreement, ECS will charge \$90.00 per hour for the work performed by a principal, \$75.00 per hour for work performed by a management consultant, and \$40.00 per hour for work performed by clerical staff for data collection and claim preparation for those claims only. The services will include training and support for school site and department staff in gathering data for mandate filing. A copy of the contract is attached.

Rationale: The continued filing of mandated cost claims will pursue recovery of funds due to the District from the State.

Funding: General Fund (01).

Recommendation: Approve Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2011 through June 30, 2012.

GC:RG:gs
Attachment



CONSULTING AGREEMENT

This agreement made and entered into July 1, 2011 by and between the **FULLERTON SCHOOL DISTRICT**, hereinafter referred to as the "District" and **EDUCATIONAL CONSULTING SERVICES, INC.**, hereinafter referred to as "ECS".

It is hereby mutually agreed that EDUCATIONAL CONSULTING SERVICES, INC. will provide consulting services to the DISTRICT under the following terms and conditions:

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. ECS will provide the following services:

Will train, monitor, prepare, and file the district's mandated cost claims.

Will represent the district in responding to desk or field audits conducted by the State Controller's Office for all claims prepared by ECS.

2. This Agreement shall commence on July 1, 2011 and shall continue in full force and effect until June 30, 2012 ("Initial Term"). Unless either party sends written notice to the other party at least 30 days prior to the end of the Initial Term or any subsequent term, this Agreement shall automatically renew for an additional year following the Initial Term, subject to the termination provisions herein.
3. The District will prepare and furnish to ECS upon request such information as is reasonably necessary to the performance of ECS to this Agreement.
4. The District shall pay ECS \$15,000 (Fifteen Thousand) for mandated cost services. The district shall pay ECS 1/12 of the contract amount each month for the duration of the Agreement.

If new mandated cost claim programs are introduced by the State during the period of this agreement, ECS will charge the following hourly rate for data collection and claim preparation for those claims only.

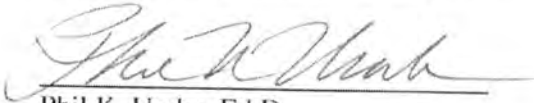
Principal	\$90.00 per hour
Management Consultant	\$75.00 per hour
Clerical	\$40.00 per hour

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

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

Educational Consulting Services, Inc.

Fullerton School District



Phil K. Urabe, Ed.D

Signature

Federal ID #33-0885056

Printed Name

Title

CONSENT ITEM

DATE: April 5, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Laura Rydell, Director, Student Support Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN JANICE H. CARTER-LOURENSZ, M.D. AND FULLERTON SCHOOL DISTRICT FOR MEDICAL CONSULTATION BEGINNING APRIL 6, 2011 THROUGH JUNE 30, 2011**

Background: The District does not have a physician consultant available to assist staff with serious student health issues that require input/consultation from a pediatrician to enable staff to ensure the students' health needs are appropriately accommodated at school.

Rationale: The District will contract with a pediatrician currently used by the North Orange County Special Education Local Plan Area (SELPA) to provide consultation services to staff.

Funding: The Special Education budget (420) will pay the consultant costs not to exceed \$2,500.00.

Recommendation: Approve Independent Contractor Agreement between Janice H. Carter-Lourensz, M.D. and Fullerton School District for medical consultation beginning April 6, 2011 through June 30, 2011.

JM:LSR:vr
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Janice H. Carter-Lourensz, M.D., M.P.H., (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:

Assist staff with serious student health issues that require input/consultation from a pediatrician to enable staff to ensure the child's health needs are appropriately accommodated at school.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT from **April 6, 2011 through June 30, 2011**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed

Two thousand five hundred dollars (\$2,500.00). Payment shall be made at the rate of two hundred fifty dollars (\$250.00) per hour.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Janice H. Carter-Lourensz, M.D., M.P.H.
Address & 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 5th DAY of April 2011

Fullerton School District
(Name of District)

Janice H. Carter-Lourensz, M.D., M.P.H.
(Contractor Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.
Typed Name

Janice H. Carter-Lourensz, M.D., M.P.H.
Typed Name, Title

Superintendent
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: April 5, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Ted Lai, Director, Technology & Media Services
SUBJECT: APPROVE AGREEMENT NUMBER 36667 FROM THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR PROVIDING DREAMWEAVER CUSTOMIZED TECHNOLOGY TRAINING ON APRIL 19 AND APRIL 26, 2011

Background: As part of the Fullerton School District Mission Statement, community involvement and technology are two areas that are emphasized. School site and District departmental web pages are an essential part of developing the home-school connection, celebrating student successes, and informing parents and the community of news and events. Through the Orange County Department of Education (OCDE) custom training program, the District is able to schedule two all-day trainings to help build capacity in knowledge of Dreamweaver for site and District web masters. On April 19, 2011 and April 26, 2011, Bob Delgado, a trainer with OCDE, will conduct a beginning and intermediate training for Fullerton School District's designated web masters.

Rationale: It is essential that the District and school site web masters update their web pages to provide the latest news to students, parents, and the community. Dreamweaver is the application used to update and modify web pages. Every year, OCDE provides school districts with California Technology Assistance Project (CTAP) Certificates to help cover the costs of educational technology training. These CTAP Certificates can only be used for technology-related professional development. This Dreamweaver training is consistent with the goals of the District and usage of CTAP Certificates.

Funding: Total cost of the training is \$1,500.00 to be paid with CTAP Certificates. School sites will cover the costs of a sub if necessary.

Recommendation: Approve Agreement Number 36667 from the Orange County Department of Education (OCDE) for providing Dreamweaver customized technology training on April 19 and April 26, 2011.

JM:TL:sg
Attachment

3 FULLERTON SCHOOL DISTRICT
4 INCOME AGREEMENT

5 This AGREEMENT is hereby entered into this 24th day of March,
6 2011, by and between the Orange County Superintendent of Schools, 200
7 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
8 as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia
9 Drive, Fullerton, California 92833, hereinafter referred to as
10 DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred
11 to as the Parties.

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

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

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

23 NOW, THEREFORE, the parties hereby agree as follows:

24 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
25 independent contractor to perform the following described work and
SUPERINTENDENT hereby agrees to perform said work upon the terms and

1 conditions hereinafter set forth. Specifically, SUPERINTENDENT shall
2 perform the following services:

3 1.1 Provide Four (4) half-day custom course training in
4 Dreamweaver: Two (2) Beginner DreamWeaver and Two (2)
5 Intermediate DreamWeaver.

6 2.0 TERM. This AGREEMENT shall commence on April 19, 2011, and
7 end on April 26, 2011, subject to termination as set forth in this
8 AGREEMENT.

9 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for
10 services satisfactorily performed pursuant to Section 1.0 of this
11 AGREEMENT a total sum not to exceed One thousand five hundred dollars
12 (\$1,500.00). Payment shall be mailed to: Orange County Superintendent
13 of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box
14 9050, Costa Mesa, California 92628-9050, or at such other place as
15 SUPERINTENDENT may designate in writing.

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

1 assume full responsibility for payment of all federal, state and
2 local taxes or contributions, including unemployment insurance,
3 social security and income taxes with respect to SUPERINTENDENT'S
4 employees.

5 5.0 HOLD HARMLESS/INDEMNIFICATION.

6 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
7 harmless DISTRICT, its Governing Board, officers, agents, and
8 employees from liability and claims of liability for bodily injury,
9 personal injury, sickness, disease, or death of any person or
10 persons, or damage to any property, real personal, tangible or
11 intangible, arising out of the negligent acts or omissions of
12 employees, agents or officers of SUPINTENDENT or the Orange County
13 Board of Education during the period of this AGREEMENT.

14 B. DISTRICT herby agrees to indemnify, defend, and hold harmless
15 SUPERINTENDENT, the Orange County Board of Education, and its
16 officers, agents, and employees from liability and claims of
17 liability for bodily injury, personal injury, sickness, disease, or
18 death of any persons or persons, or damage to any property, real,
19 personal, tangible or intangible, arising out of the negligent acts
20 or omissions of employees, agents or officers of DISTRICT during the
21 period of this AGREEMENT.

22 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to
23 this AGREEMENT shall not be assigned by the DISTRICT without prior
24 written approval of SUPERINTENDENT.

25 7.0 TOBACCO USE POLICY. In the interest of public health, the
SUPERINTENDENT provides a tobacco-free environment. Smoking or the

1 use of any tobacco products are prohibited in buildings and vehicles,
2 and on any property owned, leased or contracted for by the
3 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
4 abide with conditions of this policy could result in the termination
5 of this AGREEMENT.

6 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
7 they will not engage in unlawful discrimination in employment of
8 persons because of race, color, religious creed, national origin,
9 ancestry, physical handicap, medical condition, marital status, or
10 sex of such persons.

11 9.0 TERMINATION. Either party may terminate this AGREEMENT with
12 or without reason with the giving of thirty (30) days written notice
13 to the other party. DISTRICT shall compensate SUPERINTENDENT only
14 for services satisfactorily rendered to the date of termination.
15 Written notice by DISTRICT shall be sufficient to stop further
16 performance of services by SUPERINTENDENT. Notice shall be deemed
17 given when received by the SUPERINTENDENT or DISTRICT or no later
18 than three (3) days after the day of mailing, whichever is sooner.

19 10.0 NOTICE. All notices or demands to be given under this
20 AGREEMENT by either party to the other, shall be in writing and given
21 either by: (a) personal service or (b) by U.S. Mail, mailed either by
22 registered or certified mail, return receipt requested, with postage
23 prepaid. Service shall be considered given when received if
24 personally served or if mailed on the third day after deposit in any
25 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

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

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

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

12 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
13 seek redress for violation of, or to insist upon, the strict
14 performance of any term or condition of this AGREEMENT shall not be
15 deemed a waiver by that party of such term or condition, or prevent a
16 subsequent similar act from again constituting a violation of such
17 term or condition.

18 12.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected,
22 impaired or invalidated in any way.

23 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
24 shall be governed by the laws of the State of California with venue
25 in Orange County, California.

14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or
agreement with respect to the services contemplated, and may be

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

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

4 DISTRICT: FULLERTON SCHOOL DISTRICT ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____ BY:  _____
6 Authorized Signature Authorized Signature

7 PRINT NAME: _____ PRINT NAME: Patricia McCaughey

8 TITLE: _____ TITLE: Coordinator

9 DATE: _____ DATE: March 24, 2011

10 FullertonSD-EduTech-CustomTraining-Income(36667)11
11 ZIP6

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CONSENT ITEM

DATE: April 5, 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 SUBMISSION OF APPLICATION FOR CHILD DEVELOPMENT FACILITIES RENOVATION AND REPAIR CONTRACT EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2014

Background: Fullerton School District operates preschool programs through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Programs serve 356 three to five-year olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park and Woodcrest Schools.

Rationale: The California Child Care and Development Division offers districts operating a State Preschool Program a Facilities Renovation and Repair Contract. These funds must be used to maintain compliance with health and safety requirements established by state licensing regulations and local health and fire departments, to comply with the Americans with Disabilities Act (ADA) of 1990, or to purchase or replace equipment necessary for the health and safety of children enrolled in state-subsidized child care and development programs. These funds must be used for child care facilities serving state-subsidized children only. Fullerton School District is applying to renovate the state preschool classrooms, and renovations will include cabinetry, flooring, painting and playground rehabilitation.

Funding: Fullerton School District may receive up to \$50,000.00 to be applied to Child Development budget (308).

Recommendation: Approve submission of Application for Child Development Facilities Renovation and Repair Contract effective July 1, 2011 through June 30, 2014.

MD:MC:ln

DISCUSSION/ACTION ITEM

DATE: April 5, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE “SUNSHINE” OF THE FULLERTON ELEMENTARY TEACHERS ASSOCIATION’S (FETA) SUCCESSOR AGREEMENT (2011/2012) PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL DISTRICT

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: Approve “Sunshine” of the Fullerton Elementary Teachers Association’s (FETA) successor agreement (2011/2012) proposal to negotiate with Fullerton School District.

MLD:nm
Attachment

1 Fullerton Elementary Teachers Association
2 2011-12 Bargaining Proposals

3 **ARTICLE 8 HOURS OF EMPLOYMENT**

4 A. The work week for a full-time teacher shall be not less than 37-1/2 hours, normally to
5 be rendered in units of 7-1/2 hours of school-based service per day, inclusive of a
6 thirty (30) minute duty-free lunch period. The normal seven and one-half (7-1/2) hours
7 of school based services per day shall be structured and directed by the teacher's
8 immediate administrator. The service shall be in conformity with the teacher's job
9 description and may include such activities as:

- 10 1. Instructional Activities
- 11 2. Preparation Activities
- 12 3. Student Diagnostic and Assessment Activities
- 13 4. Correcting/Checking Student Work
- 14 5. School and Student Record Maintenance
- 15 6. Campus and Student Supervision
- 16 7. Parent Conferences
- 17 8. Staff, Departmental and Faculty Meetings
- 18 9. Professional Growth and In-service Meetings
- 19 10. Curriculum Development
- 20 11. District Committee Assignments

21 1. Preparation Activities, as mentioned above shall be provided, in part, as follows:

22 a. Junior High School teachers will be provided with one (1) full period of
23 preparation time per day.

24 b. K-6 teachers will be provided with forty five (45) minutes of preparation time
25 per day.

26 2. Parent Conferences, as mentioned above, shall be held as follows:

27 a. Junior high school teachers will be scheduled to work Parent Conferences at a
28 time in October and March TBD.

29 b. K-6 teachers have a full non-student day to work Parent Conferences on each
30 Monday of the Fall and Spring conference week, with restructured days for the
31 rest of the work week.

32 With the approval of their immediate administrator, teachers may incorporate morning
33 and afternoon relief periods into the daily work schedule.

34 B. Each teacher, in addition to the work week described above, may be required to
35 attend school and district sponsored events. School site principal and staff will make a
36 reasonable effort to set a yearly site calendar, including school-wide and District
37 sponsored events. Changes and adjustments may still occur throughout the year, but
38 the principal will confer with the staff to assist in calendaring such events.

39 C.

40 1. In the event of an emergency, and only in the event of an emergency, an
41 employee may be directed during his or her preparation period to substitute for
42 another employee.

43 2. In the event of an emergency, and only in the event of an emergency, which does
44 not occur during a preparation period, an employee may be directed to supervise,

1 in addition to his or her own class, or regular assignment some portion of another
2 employee's class.

3 3. Internal substitution assignments shall rotate and be equitably distributed among
4 employees.

5 4. An emergency shall be deemed to exist when:

6 a. the District, having made a reasonable effort, cannot secure a daily, part time
7 or hourly substitute; and

8 b. no volunteers have been pre-arranged or are forthcoming.

9 D. Additional Teaching Periods

10 1. The administration will determine if there is a vacancy for an additional teaching
11 period to be added to a full-time teacher's assignment.

12 2. The administration will notify the staff when there is an additional teaching period
13 available.

14 3. The assignment will be filled among the full-time permanent unit members at the
15 site who volunteer for the additional teaching period.

16 4. The administration will use the following criteria to fill the additional teaching
17 period: appropriate credential, subject matter experience and success in teaching
18 assignments.

19 5. If the criteria listed above are judged equal by the administration, then District
20 seniority shall be the determining factor.

21 6. The teacher who fills the vacancy shall receive additional salary equal to one-
22 seventh (1/7) of the teacher's daily rate.

23 7. A teacher cannot work an additional period longer than one semester unless there
24 is an agreement between the Association and the District.

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

33 F. Principals will make reasonable efforts to schedule Individual Educational Plans
34 (IEP_s) meetings during the teacher_s regular instructional day. If such a meeting
35 continues beyond the teacher_s work day for more than one hour, participation will be
36 on a voluntary basis, or another meeting will be scheduled.

37 G. The use of the restructured Wednesdays should be reviewed by staff at school sites
38 and calendared in advance to assist all school staff in their planning. The use of the
39 restructured Wednesdays shall be utilized in accordance with Section "A" above, and
40 may be used for the following activities:

41 Staff presentations

42 Grade level/school wide collaboration

43 Review and analysis of assessment results/student work

44 Adjust lesson plans based upon student assessment results

45 Lesson planning for differentiated instruction

- 1 Determining intervention/remedial groups
- 2 GLIT/PIT/PEER
- 3 Lesson design
- 4 Setting key standards
- 5 Curriculum mapping
- 6 Developing best practices for instruction
- 7 Building learning teams
- 8 Coaching and reflection
- 9 Professional Learning Communities activities
- 10 Individual teacher preparation to improve student achievement

- 11 1. One Wednesday (2nd) every other each month will be reserved for District or
- 12 school site coordinated meetings and trainings. If the District or school site does
- 13 not utilize this day, it will go to the school site and teachers who will vote by grade
- 14 level to determine how it will be utilized. If the second Wednesday of the month
- 15 falls on the week prior to report cards or conferences, the fourth Wednesday will
- 16 be reserved for District or school site coordinated meetings and trainings.
- 17 2. One Wednesday, each month will be reserved for use by the school site principal.
- 18 The principal and staff will be responsible for developing a plan for staff
- 19 development or work on program/grade level activities.
- 20 3. One Wednesday each month will be reserved for use by the school site. Teachers
- 21 will vote by grade level to determine how it will be utilized.
- 22 4. One Wednesday ~~each month~~ in even months and two Wednesdays in odd months
- 23 will be devoted to individual teacher planning time to improve student
- 24 achievement.
- 25 5. If there is a fifth Wednesday in any given month, it will be devoted to individual
- 26 teacher planning time to improve student achievement.

27 **ARTICLE 9 WORK YEAR**

28 A. The instructional year shall be 180 days, and the duty year shall be 486 185 days.

29 B. Instructional time shall comply with minimums specified in the Education Code:

30 Kindergarten 36,000 minutes per year

31 Grades 1-3 50,400 minutes per year

32 Grades 4-8 54,000 minutes per year

33 In 1985-1986, the average minutes per year at each grade level were adjusted as

34 necessary to reduce the difference between school sites. The district average at each

35 grade level shall not be increased except to comply with the Education Code. Any minor

36 adjustments to accommodate bus schedules may be implemented only after

37 consultation with FETA. In no case shall instructional time be adjusted to the extent that

38 the District would be penalized by a loss of revenue.

39 However, beginning in September 1992, pupil contact minutes equal to five standard

40 days will be added at schools where needed to prevent the necessity of makeup days in

41 the event of hot weather. Specifics will be developed at each affected site.

42 C. School Calendar

43 There shall be a Calendar Committee which shall meet as needed to develop the

44 student attendance calendar. The committee shall include representatives of all

45 interested parties as decided by the District after consultation with FETA. The committee

1 shall include a least one (1) member nominated by FETA. The committee shall send a
2 recommendation to the Board of Trustees for action at a Board meeting that occurs no
3 later than March 15 of the school year in which the committee is meeting.

4 D. Work Calendar

5 Upon the conclusion of the Calendar Committee's recommendation to the Board, the
6 District and FETA shall meet and schedule teacher work days.

7 **ARTICLE 14 CLASS SIZE**

8 A. The allocation ratio of regular program pupils to classroom teachers on a District-
9 wide average shall not exceed 30 to 1 for classes not included in Class Size
10 Reduction Program. In no case shall the ratio exceed the class standards specified
11 by law to the extent the District would be penalized by a loss of revenue. The District-
12 wide average described herein shall not be calculated with the inclusion of special
13 education program students and teachers. Within the staffing allocations described
14 herein, the District shall make a reasonable effort to equitably distribute students to
15 individual classes.

16 B. The allocation of special education pupils to special education teachers shall
17 conform to the provisions listed below. As used in this subsection, "class" means any
18 circumstance where only students with an IEP are served and at least one special
19 education teacher is assigned and provides instruction and/or therapy exclusively to
20 students with an IEP. In the formation of special education classes, consideration
21 shall be given to the age of the students, the nature and severity of their disabilities,
22 the educational needs of the students, and the degree of intervention necessary.

23 1. Classes in which all the students receive special education services for 20
24 percent of the school day or less shall have at least one qualified teacher for
25 each 15 students in attendance during any given class. However, the district
26 may increase the class size by a maximum of two students when a
27 paraprofessional is provided for the entire class.

28 2. Each class in which any student receives special education services for more
29 than 20 percent of the school day but no more than 60 percent of the school
30 day shall have at least one qualified teacher for each ten students in
31 attendance during that class. However, the district may increase the class
32 size by a maximum of five students when a paraprofessional is provided for
33 the entire class.

34 3. Each class in which any student receives special education services for more
35 than 60 percent of the school day shall have at least one qualified teacher for
36 each eight students in attendance during that class. However, the district may
37 increase the class size by a maximum of five students when a
38 paraprofessional is provided for the entire class.

39 4. Each class for preschool age children shall have at least one qualified
40 teacher and one paraprofessional for each five students in attendance during
41 that class. However, the district may increase the class size by a maximum of
42 five students when an additional paraprofessional is provided for the entire
43 class.

44 C. Exclusive to the class sizes ratios specified above, the following case load limits
45 will apply:

46 1. RSP teachers – 28:1

47 2. Speech & Language Specialists – TBD

1 B. Individual class size may fluctuate, within District allocations, depending on such
2 factors including, but not limited to:

3 Student Welfare

4 Instructional Goals

5 Special Program Funding Requirements

6 Multi-grade Classes

7 Differentiated Staffing Patterns

8 Grade Level Enrollments

9 Approved Experimental or Pilot Programs

10 Flexible Scheduling

11 Team Teaching

12 Program Activities

13 Bilingual Classes

14 ESL Classes

15 Classes Containing Mainstreamed Special Education or ESL Students

16 **ARTICLE 29 MISCELLANEOUS PROVISIONS**

17 A. Any individual contract theretofore executed between the Board of Trustees and an
18 individual teacher shall be subject to and consistent with the terms and conditions of
19 this Agreement.

20 B. This Agreement shall supersede any rules, regulations, or practices of the Board of
21 Trustees which are, or may in the future be, contrary to or inconsistent with its terms.

22 C. The Board shall deliver to the Association seventy-five (75) copies of this Agreement.

23 D. A teacher's notification to the Board of Trustees that he/she intends to resign shall
24 remain revocable until such time as the Board of Trustees officially takes action on
25 such notification.

26 E. The parties agree to form a committee to establish a catastrophic sick leave bank
27 program.

28 F. Site Options for Best Practices—Research Based Instructional Improvement
29 Programs.

30 School sites will be supported and encouraged to move forward with Best Practices –
31 Research Based Instructional Improvement Programs. Plans that are in conflict with the
32 Agreement may be approved by mutual agreement between the District and the
33 Association.

34 G. When substitutes are not available for classroom teachers using statutory leave at the
35 Jr. High or 6-8 grade Middle School classrooms, the District will compensate the
36 school's discretionary account for the amount it would normally pay a substitute for
37 each occurrence.

38 H. Certificated personnel who are fulfilling a curricular/instructional/program coordination
39 function that are not a specific school site, do not have a regular roster of students, or
40 a school site function, and are not hired into a position determined to be management
41 will be designated as a Teacher on Special Assignment (TSA). TSA positions will be
42 filled after posting and interviewing. TSA_s shall serve up to three years dependent
43 upon positive evaluations and continued funding. An additional term of two years may
44 be granted upon successfully reapplying and interviewing for the position. If no
45 qualified candidates apply for a posted TSA position the Association and District will
46 meet and confer about possible solutions. During the term of this agreement

1 incumbent TSA_s will be able to complete their current term, but will not be available
2 for another term if they have served six years or more. The normal work day for
3 TSA_s will be based on an eight (8) hour work day and may be expected to work
4 beyond the normal work day as required in Article 8 Section A. Individuals designated
5 as a TSA will receive an annual increase to base rate of pay equal to 130 hours of the
6 regular hourly rate of pay (Column 1 Step 5).

7 Teachers assigned to work with another agency will not be considered a TSA if fully
8 funded (100% of salary, health and welfare benefits, and statutory benefits) by the
9 outside agency.

10 I. Assignment of combo classes will be limited to no more than once every four years,
11 unless the unit member agrees to the composition of the class beforehand.

12 J. Sub time will be provided to K-1 teachers for 1:1 testing.

13 K. The District will reimburse teachers for all education related expenses after satisfying
14 the requirements for securing an authorization to provide educational services to
15 students with Autism Spectrum Disorders.

16 L. The parties shall form a Staff Development Committee to determine the various types
17 of staff development provided to unit members.

18 ARTICLE 30 RE-OPENERS

19 A. Negotiations During the Term of the Contract

20 ~~1. Total Compensation: The parties agree that compensation in the form of both~~
21 ~~Salaries, Article 15 and Fringe Benefits, Article 17, shall be determined in years~~
22 ~~two and three of this Agreement by using the combination of both of these forms~~
23 ~~of compensation when comparing to the market. The parties shall not use either~~
24 ~~salary data or fringe benefit data alone to draw conclusions about the relative~~
25 ~~position of the District to its comparator agencies, i.e., the elementary districts in~~
26 ~~Orange County.~~

27 ~~2. Methodology: To develop the methodology for using Total Compensation to~~
28 ~~determine salaries and fringe benefit payments by the District in years two and~~
29 ~~three of this Agreement, the parties agree to immediately begin a process of~~
30 ~~exploring the ways and means of accomplishing this objective. To that end, the~~
31 ~~parties agree to begin meeting in January 1999 and to meet at least monthly~~
32 ~~thereafter with the purpose of developing an agreed upon total compensation~~
33 ~~methodology by September 1, 1999.~~

34 ~~3. Summer school compensation and staff development compensation shall also be~~
35 ~~negotiated at the same time salaries and fringe benefit payments are negotiated~~
36 ~~for years two and three.~~

37 B. Successor Agreement

38 ~~A Successor Agreement may be negotiated as provided in Article 4, Negotiations.~~

39 ARTICLE 20 INTERMEDIATE SANCTIONS DISCIPLINE

40 ~~20.1 The District has the right to discipline unit members for just cause, up to and~~
41 ~~including suspension without pay for up to ten (10) days. The causes for discipline~~
42 ~~under this section shall be limited to the causes for discharge contained in the~~
43 ~~Education Code.~~

44 ~~See Appendix D for applicable education code sections.~~

1 20.2 The Board shall not inquire into, nor predicate any adverse action upon a teacher's
2 personal, political, and organizational activities or preferences, unless such
3 activities and preferences affect the teacher_s job performance.

4 20.3 ~~Effective July 1, 1992, suspensions without pay of two days or more are grievable~~
5 ~~up to the Level V of the grievance procedure.~~

6 20.4 ~~Effective July 1, 1992, for grievances involving disciplinary action of less than two~~
7 ~~(2) days suspension without pay, if the employee is not satisfied with the results of~~
8 ~~the decision at Level III of the grievance procedure, he/she may request that the~~
9 ~~Association submit the grievance to the Board of Trustees. If the Association~~
10 ~~concur with the employee_s request, the Association shall, within ten (10) days of~~
11 ~~the decision at Level III, submit a request in writing to the Superintendent for a~~
12 ~~meeting with the Board of Trustees. Such meeting shall be held in closed session~~
13 ~~with only the employee and one representative in attendance. The District may~~
14 ~~have two administrators plus the Superintendent in attendance. Such meeting with~~
15 ~~the Board~~

16 20.5 Just Cause/Due Process

17 The District may discipline a unit member only for just cause. Discipline shall
18 include warnings, reprimands, or suspensions without pay.

19 20.6 Progressive Discipline

20 20.6.1. The following progressive discipline procedures will be applied except
21 where the egregious nature of the offense may require the District to
22 directly impose a written warning, written reprimand, or suspension without
23 pay. Whether or not the egregious nature of the offense required bypassing
24 progressive discipline steps may be submitted to arbitration under Article 7
25 (Grievance Procedure) of the Agreement.

26 20.6.1.1 Verbal Counseling/Warning

27 The district shall first issue a verbal counseling/warning before
28 imposing further discipline. Verbal counseling/warning may result
29 in a post-conference summary memorandum. Post-conference
30 summary memorandum will not be placed in the unit member's
31 personnel file.

32 20.6.1.2 Written Warning

33 Subject to 20.6.1 above, written warnings will not be used unless
34 the unit member has been verbally warned about similar actions
35 within the last twelve (12) months. Written warnings will not be
36 placed in the unit member's file.

37 20.6.1.3 Written Reprimand

38 Subject to 20.6.1 above, written reprimands will not be used
39 unless the unit member has received a written warning about
40 similar actions within the last twelve (12) months.

41 20.6.1.4 Suspension Without Pay

42 Subject to 20.6.1 above, suspension will not be used unless the
43 unit member has received a written reprimand about similar
44 actions within the last twelve (12) months. No unit member will be
45 suspended more than ten (10) working days during a school year.

1 In all instances, however, the length of a suspension will relate to
2 the severity of the action.

3 20.7 Notice

4 Notice of suspension will be made in writing and served in person or by certified
5 mail upon the unit member by the superintendent or designee. A copy will be
6 concurrently provided to the Association president. The notice of suspension will
7 contain:

8 20.7.1. A statement of the specific acts or omissions upon which the action is based.

9 20.7.2. A statement of the cause(s) for which action is recommended;

10 20.7.3. Where applicable, the Education Code section, policy, rule regulation, or
11 directive violated;

12 20.7.4. Penalty proposed and effective date;

13 20.7.5. Copies of the documentary evidence upon which the recommendation is
14 based;

15 20.7.6. A statement of the unit member's right to challenge the proposed action by
16 requesting a hearing pursuant to the arbitration procedures of Article 7
17 (Grievance Procedure) of this Agreement subject to 20.9.1 below.

18 20.8 Administrative Leave

19 In the event a unit member is placed on administrative leave without advance
20 notice, a notice conforming to the specifications set forth above will be sent to the
21 unit member by certified mail addressed to the unit member's last known address,
22 within five (5) days of the unit member's removal from the position, with a copy
23 concurrently provided to the Association president.

24 20.9 Arbitration

25 20.9.1 Only written reprimands and suspension without pay may be appealed to
26 arbitration under the grievance procedure in Article 7 (Grievance Procedure)
27 of the Agreement commencing with Section (Arbitration Level). If timely
28 appealed, the penalty will not be applied until the arbitrator's decision is
29 rendered, except for just cause necessitating the immediate removal of the
30 unit member from the worksite. At arbitration, the just cause for earlier
31 discipline may be determined by the arbitrator.

32 20.9.2 The Association must request arbitration by delivering written notice of appeal
33 to the superintendent within twenty (20) working days after receipt of the
34 notice of suspension or written reprimand. If the Association does not demand
35 arbitration within the above timeline, the suspension without pay or letter of
36 reprimand may be imposed immediately by the superintendent or designee.

37 20.10 Confidentiality

38 All information or proceedings regarding any actions or proposed actions pursuant
39 to the Article will be kept confidential by the parties to the extent permitted by law.

40 20.11 Education Code

41 This Article is intended, for the purpose of suspension, to replace the provisions of
42 Education Code Section 44944, but will not apply to suspension pursuant to
43 Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to
44 preclude the District's right to re-elect probationary unit members.

ADMINISTRATIVE REPORT

DATE: April 5, 2011
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2011/2012 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

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 2011/2012 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

MLD:nm
Attachment

FULLERTON SCHOOL DISTRICT
SUNSHINE
PROPOSAL TO CSEA #130
2011/2012
April 5, 2011

The Parties are in a process of mediation for the Agreement that expired December 2007. Absent a timely resolve to those issues, the District is interested in continuing those negotiations to resolve interests in the following Contract Articles:

Article 6: Pay and Allowances

The District has an interest in reviewing the classified tuition reimbursement program and freezing the program for the next two years. The District has an interest in reducing salary schedules and work years for association members in order to maintain the District's fiscal solvency.

Article 8: Health Insurance

The District has an interest in reviewing Fringe Benefits for current and retired association members.

Article 5: Hours and Overtime

Clarify possible furlough days and maximize employee hours for effective operation of the District.