

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, June 2, 2009
3:00 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments - Policy

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

3:00 p.m. - Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Introductions/Recognitions

Maple School - Sally Ride Science Toy Challenge National Team Competition
Apple Distinguished School Recognition - Fisler School
Science Advocacy Council Recognition
Doug Boughter, Instrumental Music Teacher, Orange County Music and Arts Administrators Award
Daryl Spector's 3rd/4th Grade GATE Class, Hermosa Drive School, "What Is Success?" Presentation

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Item

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

Approve Minutes

Regular meeting on May 12, 2009

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

Consent Items

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

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered C22C0147 through C22C0153, C22D0837 through C22D0928, C22M0332 through C22M0333, C22R0899 through C22R0945, C22S0160 through C22S0171, C22T0044 through C22T0046, C22V0135 through C22V0142, C22X0614 through C22X0617 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 111106 through 111213, processed food/commodity purchase orders numbered DJ-110010, GS-110009, and 111187-A, and out-of-date sequence purchase order number CARGILL-110016 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 69445 through 69685 for the 2008/2009 school year. The total amount presented for approval is \$1,870,117.74.
- 1f. Approve/Ratify Nutrition Services warrants numbered 6975 through 7012 for the 2008/2009 school year totaling \$276,895.40.
- 1g. Approve/Ratify Classified Personnel Report.
- 1h. Approve/Ratify warrant number 1058 for the 2008/2009 school year in the amount of \$2,681.31 (District 40, Van Daele).
- 1i. Approve Participation Agreement with the Fullerton School District and the Mind Research Institute for the ST (Spatial Temporal) Math program at Pacific Drive School for the 2009/2010 school year.
- 1j. Approve Participation Agreement and software license renewal with the Fullerton School District and the Mind Research Institute for the ST (Spatial Temporal) Math program and Math + Music software program at Maple School for the 2009/2010 school year.
- 1k. Approve Amendment #2 to Contract #31929 with the Orange County Department of Education (OCDE) for implementation and software support of the Sungard Bi-Tech Financial System.
- 1l. Approve Instructional Materials Funding Realignment Program (IMFRP) Waiver to the California Department of Education to postpone the English Language Arts Materials Adoption to fiscal year 2011/2012.
- 1m. Approve 2009/2010 Master Contract between the Fullerton School District and the Orange County Department of Education (OCDE) Purchasing Division for Medi-Cal administrative activities.
- 1n. Approve/Ratify purchase of LCD projectors and high-resolution document cameras by piggybacking off of the Redlands Unified School District Bid Award No. 19-08.
- 1o. Approve Contract between the Fullerton School District and Blackboard Connect, Inc., for the use of the Connect-ED parent notification system effective July 1, 2009 through June 30, 2012.

- 1p. Approve/Ratify warrant number 1089 for the 2008/2009 school year in the amount of \$2,836.13 (District 48, Amerige Heights).
- 1q. Approve Settlement Agreement and mutual release of claims between the Fullerton School District and SCRIBA Educational Services, Inc.

Public Comments - Policy

Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board.

Discussion/Action Items

- 2a. Hold Public Hearing and appoint Janet McNeill to the Personnel Commission.
- 2b. Adopt *California Gateways* for Grades 4-8 English Language Arts Intensive Intervention Textbook Materials.
- 2c. Approve Renewal of Class Size Reduction Waiver for Orangethorpe School's Primary (K-3) Multiage Class.
- 2d. Adopt Resolution #08/09-24 to issue 2010 Tax and Revenue Anticipation Notes (TRANS) for the Fullerton School District.
- 2e. Adopt Resolution #08/09-25 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).
- 2f. Adopt Resolution #08/09-26 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).
- 2g. Hear presentation and accept report of 2008/2009 final Measure CC General Obligation Bond audit and financial and performance audits required by Proposition 39.
- 2h. Approve the 2009 Extended Year Site-Based Programs subject to positive operational budgets.
- 2i. Adopt Resolution #08/09-23 eliminating/reducing identified classified positions effective July 20, 2009.
- 2j. Approve authorization for the Orange County Department of Education (OCDE) to retain the services of Best, Best & Krieger and DMC Engineering to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 30, 2009, 2:30 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, May 12, 2009
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:31 p.m., and Janet Morey led the Pledge of Allegiance to the Flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman, and Lynn Thornley

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, and Mrs. Janet Morey

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:32 p.m., the Board recessed to closed session for: • Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

The Board returned to open session at 5:34 p.m. President Sugarman announced there was nothing to report from closed session. Mrs. Sugarman then requested a moment of silence in honor of Bob Fidler, former Board Member for 25 years, who passed away this past weekend.

Cub Scout Pack #292 led the pledge of allegiance to the flag, and President Sugarman thanked the Scouts and presented them with a Certificate of Appreciation.

Introductions/Recognitions

Janet Morey and Jennifer Shepard spoke about the District's Reading Masters Program partnership with Cal State Fullerton since March of 2007. Mrs. Shepard introduced Janice Crick, Reading Center Director, and Kathryn Bartle Angus, Cohort Chair, who spoke about the hard work and dedication of the ten teachers who completed the program. The teachers were introduced and congratulated: Amber Angulo, Amy Angulo-Elliott, Robert Calderon, Teresa Collar, Lorraine Gire, Jennifer Healy, Eileen Kroh, Sue Masters, Dalila Tirado, and Amy Trauscht.

Principal of Ladera Vista Junior High School, Margy Price, introduced 7th grade student Sam Bressler, State Geography Bee Champion, who will represent California, accompanied by his teacher, at the National Geography Bee in Washington, D.C. next week.

Janet Morey and Lauralyn Eschner spoke about the K-6 Railroad Safety Poster Contest, sponsored by the Railway Plaza Association for the last eleven years, that promotes the Association's dedication to the preservation of railway heritage in Southern California. Mr. Stan Swanson, Chairman of the Poster Contest, announced and introduced the six winners, with their posters, from schools in the District: Andrew Kim, John Woo, William Chwa, Emily Ong, Andrea Chapero, and Connor Nash. President Sugarman thanked the Railway Plaza Association and congratulated the students on their winning posters.

Pacific Drive School Report – Principal Gretchen Francisco spoke about the school's vision and mission statement and presented a very comprehensive overview of the school's many programs and events.

Administrative Report

English Learner (EL) Program Update – Julie Brandon, Sue Albano, Martha San Elias, and Irlana Pelayo presented: 1) information regarding the purpose of DELAC and discussed the topics that were covered at the November, January, March, and May meetings; 2) ongoing professional development for teachers of EL students; 3) a chart of the District's English Learner population; 4) the number of English Learners by

language; the R-30 Language Census; 5) the California English Language Development Test; 6) the CELDT results; 7) the Title III Annual Measurable Achievement Objectives and Yearly Progress; 8) and the English Learner CST Growth.

Public Comments

There were no public comments at this time.

Superintendent's Report

Dr. Hovey's report: thanked Principal Gretchen Francisco and Pacific Drive School for the wonderful artwork displayed on the Board Room walls and for their report this evening; thanked Sue Albano, Julie Brandon, Martha San Elias, and Irliana Pelayo for their EL presentation; enjoyed the opportunity to visit Marcy Fry's class at Rolling Hills School where he shared copies of a January 4, 1800 newspaper that had articles reporting on John Adams addressing the Senate and House and an account of the burial of General and President George Washington; thanked Rolling Hills School Principal Randa Schmalfeld and teacher Marcy Fry for the wonderful written poster he received from the students; joined Maple School Principal Susan Mercado, Maple PTA President Susie Hernandez, and volunteers as they were honored and recognized at the May 5 City Council Meeting for all their work on the transformation of Truslow Park that was made possible by a Kaboom Grant; tomorrow is Day of the Teacher and extended thanks to the teachers; next week is the celebration of Classified Employee Week.

Information from the Board of Trustees

Trustee Ballard's report: this is a very busy time of the year; reported the Education Foundation Putting Tournament fundraiser earned close to \$10,000, and every teacher has the opportunity to apply for a grant in the Fall; President of the Fullerton Education Foundation, Bob Johnson, discussed the expansion of the scope of the Foundation and that Trustees Berryman and Duncan are working to raise more funds; all the money raised at the Putting Tournament goes toward the STAR Grants that are awarded to teachers in the Fall; thanked Bob Johnson and Yolanda McComb for their wonderful job in arranging the Putting Tournament.

Trustee Berryman reported that the All the Arts for All the Kids "Give Your Heart to the Arts" luncheon was a wonderful event, and she enjoyed attending Nicolas Junior High School's "Knights of the Roundtable" breakfast.

Trustee Thornley's report: offered congratulations to all the winners of the many contests that are going on; enjoyed a fabulous concert at Ladera Vista Junior High School; thanked all the teachers behind the scenes who make the shows happen.

Trustee Duncan's report: thanked Golden Hill School for the volunteer celebration he attended and commented that many parents were there; he and Trustee Ballard were judges at the Woodcrest School Science Fair, along with Science Advocacy Council Members, and commented this was one of the best Science Fairs he has ever seen; the Fullerton College Foundation had a fundraiser that included raffling off a 2009 Ford Mustang, or \$20,000 toward another car, or cash for \$10,000, and the ticket was only \$25; he, Dr. Steven Shu, and Mike Oates met with Superintendent Hovey and Assistant Superintendent Janet Morey about a possible exchange program with junior high students in China next January or February; held the second Rotary Ayuda dental clinic last Saturday (for kids that do not have dental insurance) at Valencia Park School where approximately 75 children had registered to attend - Dr. Doan and 50 USC dental students are finding fewer cavities and urgent care cases each year; at the CSUF Phi Delta Kappa chapter, two students that are going into education each received a check for \$1,000 to help with their studies - they also awarded four \$250 checks to science teachers in the area; coming up soon, the Museum of Teaching and Learning will have an exhibition on Mendez. Vs. Westminster at the old Santa Ana courthouse; thanked the teachers and schools that participated in the Faces of Fullerton event, and it is estimated that approximately 9,000 people attended.

President Sugarman's report: spoke about recent articles in the Register and Times, pertinent to our education system, that provided insight into what leaders in our schools have to go through to ensure a good education for students - other articles regarding inequity in funding were clearly written and well stated; regarding this past Saturday's article on the math competition, it was remarkable to see five areas of competition in grades 4, 5, and 6, and out of 15 County competitors, 12 of the winners were from Fullerton; was amazing to see the Fullerton Excellence in Education Foundation article this week; encouraged people to attend the upcoming Wine Auction on June 6th, \$25 per ticket for the raffle, and you can purchase the

tickets online; a fundraiser for All the Arts for All the Kids is taking place at Bourbon Street on Tuesday nights where 15% of a bill goes toward the program; in lieu of flowers, the family of Bob Fislser is requesting that any donations be made to the Fullerton School District in honor of Mr. Fislser, to the attention of Becky Silva, and the family will meet with the Superintendent at a later date to determine how the money collected will be disbursed.

Information from PTA, DELAC, FETA, CSEA, FESMA

PTA President Luz Howchin's report: at the recent PTA convention, the new National PTA President spoke; in honor of Day of the Teacher, many schools are having luncheons or other activities to honor teachers; some schools are combining the celebrations honoring teachers along with a celebrations for Classified Employee Week; thanked Mark Douglas for allowing input regarding what the PTA is looking for in new principals for Valencia Park and Ladera Vista; the National PTA Reflections contest winner Kate Huh won for literature and will travel to Florida to accept her award; Sunset Lane PTA President Barbra Davis was recently recognized for all she's done to help with protecting children from predators; next Tuesday is the final PTA Council meeting awards installation luncheon. Superintendent Hovey thanked Luz Howchin for her help in pulling together attendees for the third PTA/SSC Information Meeting where there was good communication and feedback. Trustee Duncan thanked Mrs. Howchin for working at the Ayuda dental clinic last Saturday.

CSEA representative Janet Rock's report: upcoming negotiations are scheduled for June 5 and June 9, and the representatives will be Susan Meyer, Al Lacuesta, Albert Santillan, and Dianna Mullen; there are many individual stories to be addressed with regard to those classified employees who are being laid off; negotiations remain at impasse; the upcoming CSEA Banquet will be on May 16 at the Anaheim Park Hotel. FETA President Andy Montoya's report: the FETA Retirement and Awards Dinner will be held on June 4 at the Meridian Club, and invitations will be sent very soon; upcoming fundraisers for library, counselors, and teacher grants are a Fullertonopol Board, Give Five Ask Five, and Friends of FEF; during this past week, teachers were honored by students; many thanks for the support of the PTA; FETA and PTA stand together for a "no" vote on 1d and "yes" votes on 1a through 1f; FETA is sending three teachers to be honored with the "Who" award: Janny Meyer, Jeff Dotson, and Stacy Hollenbeck.

FESMA President Paula Pitluk stated that FESMA is in the midst of STAR testing.

Approve Minutes

Moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to approve the minutes of the Regular meeting on April 21, 2009 and Special meeting on April 28, 2009.

Consent Items

Moved by Beverly Berryman, seconded by Lynn Thornley and carried 5-0 to approve the consent items as presented.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered C22C0142 through C22C0146, C22D0790 through C22D0836, C22M0324 through C22M0331, C22R0821 through C22R0898, C22S0150 through C22S0159, C22T0041 through C22T0043, C22V0131 through C22V0134, C22X0604 through C22X0613 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 111019 through 111105, processed food/commodity purchase orders numbered CARGILL-110015 and GS-110008, and out-of-date sequence purchase orders numbered CARGILL-110014 and DJ-110009 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 69193 through 69444 for the 2008/2009 school year. The total amount presented for approval is \$651,291.16.
- 1f. Approve/Ratify Nutrition Services warrants numbered 6949 through 6974 for the 2008/2009 school

year totaling \$132,965.32.

- 1g. Approve Early Intervention for School Success grant application for preschool and early primary teacher training at Orangethorpe School for 2009/2010 and 2010/2011.
- 1h. Approve the 2009/2010 Site Use Agreement with the Girl Scout Council Greater Los Angeles.
- 1i. Approve Consultant Agreement with the Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide parenting classes and parent academic support training at Nicolas Junior High School for the 2009/2010 school year.
- 1j. Approve the 2008/2009 overnight field trip for Maple School teachers and students to attend the Sally Ride Science National Toy Challenge Team Competition in Washington, D.C.
- 1k. Approve the 2008/2009 overnight field trip for Ladera Vista Junior High teacher and student to attend the National Geographic Bee in Washington, D.C.
- 1l. Approve/Ratify format of School Accountability Report Card for grade levels K-6, K-8, and 7-8.
- 1m. Approve Addenda between the Fullerton School District and Dr. Martin Bonsangue, Dr. Jerry Gannon, Dr. Armando Martinez-Cruz, and Kathy Lewis, Mathematics Professors, California State University, Fullerton, to include additional days of coaching, evaluation, reporting, and planning.
- 1n. Approve Notice of Completion for Astro Painting Company, Inc., for Exterior Painting at Orangethorpe and Valencia Park Schools and the Fullerton School District Administrative Complex, FSD-08-09-DM-02.
- 1o. Approve/Ratify 2008/2009 Nonpublic Agency Contract with Dr. Robert Patterson, Psychologist.
- 1p. Approve/Ratify warrant number 1057 for the 2008/2009 school year in the amount of \$5,227.52 (District 40, Van Daele).
- 1q. Approve/Ratify warrant number 1088 for the 2008/2009 school year in the amount of \$23,447.40 (District 48, Amerige Heights).
- 1r. Approve Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2009 through June 30, 2010.
- 1s. Approve Amendment to the 2008/2009 Independent Contractor Agreement with Rich Thome through the 2009/2010 school year.
- 1t. Adopt Resolutions 08/09-B037 through 08/09-B039 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

Discussion/Action Items

2a. Board Reporting Procedures

Superintendent Hovey stated that he checked with legal counsel, and there is no law regarding the length of time that Board Members can report at Board Meetings. Trustee Berryman stated that she feels that Board Members talking about their activities validates the importance of what's out there, and as such, does think there is validity to the Board reporting out the things they've done. Trustee Duncan stated he likes to talk about what he's seen and wants the schools, teachers, and students to be recognized with the good work they're doing. Trustee Ballard stated that this is truly a business meeting, feels it's important to make a report succinct and to the point, that it's nice to share, but this is where the Board conducts the business of the District. Trustee Thornley stated

that this is not a PTA meeting and that sometimes it's forgotten that the Board meetings are about the business of the District, not the business of the community. Mrs. Thornley also stated it's great to share and is one of the strengths of the District, but this is not a PTA meeting. Trustee Ballard commented that she has heard from various principals that when they make a presentation about their school, it's a lot of work, some would rather not, and sometimes it's a lot of wear and tear on the principals. Mrs. Ballard commented that as a group, maybe some FESMA members would want to present something to the Superintendent or the Board President since they set the Agenda, and if any FESMA members have strong feelings, they should let the Superintendent and Board President know. President Sugarman stated she will discuss this issue further with the Superintendent.

- 2b. Approve revised Board Policy 1260 Community Relations, Educational Foundations, and revised Board Policy 3290 Business and Non-instructional Operations, Gifts, Grants, and Bequests.

Moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve the revised Board Policy 1260 Community Relations, Educational Foundations, and revised Board Policy 3290 Business and Non-instructional Operations, Gifts, Grants, and Bequests.

- 2c. Approve the proposed Administrative Law Judge decision, effective immediately, and notify the individuals that their services will not be required for the ensuing year.

Moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to approve the proposed Administrative Law Judge decision, effective immediately, and notify the individuals that their services will not be required for the ensuing year.

- 2d. Approve layoff of certificated employees for the 2009/2010 school year as presented in Exhibit A.

Richman School 5th grade teacher Patty Miller spoke to the Board regarding her concerns with what she feels were problems with documentation, insufficient evidence, and discrepancies in information she received. Trustee Duncan questioned what to do in light of Ms. Miller's comments, and Mark Douglas stated that nothing would be changed regarding the judge's ruling. It was then moved by Lynn Thornley, seconded by Beverly Berryman and carried 4-1 (Trustee Duncan voted "no") to approve the layoff of certificated employees for the 2009/2010 school year as presented in Exhibit A.

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

There were no requests.

Adjournment

President Sugarman adjourned the Regular meeting on May 12, 2009 at 7:52 p.m.

Clerk, Board of Trustees

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, California Mathematics and Science Partnership Grant participant stipend, extra duty assignments, Willie Brown provision, catastrophic leave, and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON June 2, 2009**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Stephanie Gutierrez	Substitute Teacher	Employ	100	05/01/09
Susan Lam	Substitute Teacher	Employ	100	04/23/09
Jessica Mefford	Substitute Teacher	Employ	100	04/24/09
Cherish Pettus	Substitute Teacher	Employ	100	05/13/09
Paola Sueiro	Substitute Teacher	Employ	100	05/12/09

**CALIFORNIA MATHEMATICS AND SCIENCE PARTNERSHIP GRANT PARTICIPANT STIPEND
Approve Stipend up to \$750.00 for work completed throughout the 2008-2009 school year from
cost center 383 for the following certificated personnel. Deductions were made per certificated
hourly rate for missed meetings.**

Karen Alvarado	\$676.64	Patt Hawkey	\$750.00	Kelly Pellizzari	\$676.64
Jess Amaro	\$750.00	Kristi Hernandez	\$750.00	Elena Perez	\$750.00
Theresa Benveniste	\$750.00	Glenda Howell	\$750.00	Dolph Petris	\$676.64
Kim Brewer	\$750.00	Gordon Jones	\$455.46	Josh Render	\$750.00
Alice Cha	\$750.00	Eileen Kroh	\$750.00	Irene Rhee	\$750.00
Charles Choi	\$676.64	Devi Lam	\$528.82	Maria Saqr	\$750.00
Jason Chong	\$750.00	Suzanne Lee	\$528.82	Jennifer Sarvis	\$750.00
Jenny Chun	\$750.00	Sarah Lee	\$750.00	Joanne Schleicher	\$750.00
Heidi Cockerill	\$528.82	Ed Lee	\$750.00	Jesus Silva	\$602.18
Joe Conti	\$750.00	Robin McIndoo	\$676.64	Kelly Talbot	\$750.00
Christina Corradino	\$566.05	Debbie McKechnie	\$676.64	Danielle Tavera	\$455.46
Julie Deschenes	\$750.00	Jack Meier	\$750.00	Jesus Uribe	\$602.18
Pablo Diaz	\$750.00	Edna Melton	\$455.46	Denise Vernak	\$528.82
Diane Dombrower	\$750.00	Ronette Merrihue	\$750.00	Carol Watts	\$750.00
Douglas Elmore	\$750.00	Pam Miller	\$750.00	Steve Welch	\$750.00
Ginger Frady	\$750.00	Andy Montoya	\$602.18	Ashley Wilson	\$750.00
Marcy Fry	\$750.00	Abbey Moran	\$750.00	Enoch Yousling	\$676.64
Kimerly Gibbons	\$676.64	Casey Nicholson	\$750.00	Pamela Zinnel	\$750.00
Jeaninne Gustafson	\$750.00	Shannon Njavro	\$750.00		
Cindi Guttenplan	\$750.00	Hai Mee Park	\$750.00		

EXTRA DUTY ASSIGNMENTS

Woodcrest Summer School – Special Education

**Approve hourly rate per FETA agreement for 21 days, June 18 – July 17 from #123 for the
following certificated personnel:**

Shelly Berglund	Lori Reed	Celeste Clary	Liz Makino
Kim Blashaw	Karina Morales	Barbara Peasley	Suzanne Welty
Debbie Williamson	Karen Rechnitzer	Susan Cravello	Amie Haselton
Linda Wingfield	Jenny Trujillo	Cindy Daverns	

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON June 2, 2009**

EXTRA DUTY ASSIGNMENTS – CONTINUED

Woodcrest Summer School – Special Education – Continued

**Approve hourly rate per FETA agreement for 21 days, June 18 – July 17 from #124 for the
following certificated personnel:**

Cheryl Richey	Melissa Hooper	Lori Trotter	Orba Smith
Liz Rivas	Carolin Marmolejo	Mona Chung	Miguel Frausto
Shelley Beach	Janice Nelson	Shoshana Levin	Scott Harrison
Kelli Edwards	Katie Paiz	Melissa Moyer	
Gina Glaudini	Joseph Vidal	Ann Nilsen	

Preschool Assessment/Summer Assessment

NAME	ACTION	EFFECTIVE DATE
Vicki Duffy	Daily Rate of \$513.21 Budget 248 1201	06/22/09-08/14/09
Darek Jaronczyk	Daily Rate of \$493.36 Budget 248 1201	06/22/09-08/14/09
Peggy Linne	Daily Rate of \$543.40	06/22/09-08/14/09
Cindy Acaba	Hourly rate Budget 248 1101 Budget 248 1201	06/18/09-08/22/09

EXTRA DUTY ASSIGNMENT HOME/HOSPITAL

**Budget numbers to be designated as 110 General Education student, 113 Special Education
Severely disabled, 122 Special Education Mild/Moderate**

NAME	ACTION	EFFECTIVE DATE
Pam Cartwright	\$37.23 per hour	06/22/09-07/17/09
Judy Clark	\$37.23 per hour	06/22/09-07/17/09
Bruce Cooper	\$37.23 per hour	06/22/09-07/17/09

WILLIE BROWN PROVISION

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Suzanne Jurgensen	1 st Grade/Laguna Road	Willie Brown Provision @ 50%	08/27/09

CATASTROPHIC LEAVE

Jody Dyer	Catastrophic Leave for 10 days effective June 1, 2009
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**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON June 2, 2009**

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Shelly Behrns	Kindergarten/Maple	Leave of Absence	05/18/09-06/12/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on June 2, 2009.

Clerk/Secretary

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290 (a), the Board of Trustees may accept any bequest, gift of money or property on behalf of the School District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance this evening are included on the following page. 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 extra curricular 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:sf
Attachment

FULLERTON SCHOOL DISTRICT

Gifts – June 2, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Sierra Business Solutions, Inc. (Community Partner)	Monetary donation of \$116.50 for donated cartridges
Acacia	Mr. and Mrs. Daniel LaFlamme (Parent)	Monetary donation of \$300.00 for the school
Commonwealth	Target Take Charge of Educations (Community Partner)	Monetary donation of \$208.28 for school needs
Commonwealth	Commonwealth PTA (PTA)	Monetary donation of \$2,000.00 for 6 th grade science camp
District	Beckman Coulter Foundation (Community Partner)	Monetary donation of \$15,000.00 for the FSD Hands-On Science program
District	Raytheon (Community Partner)	Donation of office supplies, world globe, and toaster oven
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$500.00 for laptop program
Golden Hill	Golden Hill PTA (PTA)	Monetary donation of \$2,025.00 for All the Arts for All the Kids program
Golden Hill	Arrowhead Drinking Water (Community Partner)	Donation of 196 water bottles for the wall dedication in honor of Erin Choe
Golden Hill	Washington Mutual (Community Partner)	Monetary donation of \$101.32 for the school
Ladera Vista	Target Take Charge of Educations (Community Partner)	Monetary donation of \$223.77 for school supplies
Ladera Vista	Ladera Vista PTSA (PTA)	Monetary donation of \$1,026.06 for the school from the "Love Your School" promotion
Laguna Road	Venus Santana (Parent)	Donation of school supplies. Donation valued at \$500.00

FULLERTON SCHOOL DISTRICT

Gifts – June 2, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Laguna Road	Laguna Road Support Our School Foundation (Community Partner)	Monetary donation of \$3,600.00 for the technology lab
Laguna Road	Laguna Road PTA (PTA)	Monetary donation of \$1,250.00 for copier costs and materials
Laguna Road	Jane Kim VIP Customs Service Inc. (Community Partner)	Monetary donation of \$1,500.00 for classroom enrichment
Orangethorpe	Orange County Community Foundation (Community Partner)	Monetary donation of \$500.00 for the Read Along project
Orangethorpe	Kathy A. Dockery Chapter B Trustee (Community Partner)	Donation of school supplies. Donation valued at \$1,200.00
Parks	Target Take Charge of Educations (Community Partner)	Monetary donation of \$145.67 for school needs
Parks	Education Foundation (Community Partner)	Monetary donation of \$4,983.43 for grants
Parks	Paul and Lis Paniagua Trustee (Parent)	Monetary donation of \$150.00 for the sports program
Parks	Ding Huah Cheng and Sherry Fu (Parents)	Monetary donation of \$200.00 for the vocal program
Parks	Mr. and Mrs. Jose Pineda (Parents)	Monetary donation of \$50.00 for instructional supplies
Parks	Mr. and Mrs. Aparna Shroff (Parent)	Monetary donation of \$70.00 for instructional supplies
Parks	Jung Mi Kim (Parent)	Monetary donation of \$500.00 for instructional supplies
Parks	Dr. and Mrs. John Griffin (Parent)	Monetary donation of \$75.00 for instructional supplies

FULLERTON SCHOOL DISTRICT

Gifts – June 2, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Mr. and Mrs. Thomas Malarkey (Parent)	Monetary donation of \$25.00 for instructional supplies
Parks	Mr. and Mrs. Choong Chang (Parent)	Monetary donation of \$60.00 for instructional supplies
Parks	Mr. and Mrs. Jeung Yeol Park (Parent)	Monetary donation of \$90.00 for instructional supplies
Parks	ITC Marketing, Inc. (Community Partner)	Monetary donation of \$500.00 for instructional supplies
Parks	Fullerton Dental Center (Community Partner)	Monetary donation of \$50.00 for instructional supplies
Parks	Shlemmer Investments (Grandparents)	Monetary donation of \$250.00 for the vocal program
Raymond	FETA (Community Partner)	Monetary donation of a \$80.00 Barnes and Noble gift card to purchase books for the library and an Elizabeth Ellison book
Raymond	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$126.00 for the school from the Brea Mall Event
Sunset Lane	Sunset Lane PTA (PTA)	Donation of three Radio Flyer Classic red wagons for Pre-K and Kindergarten classes. Donation valued at \$284.55
Valencia Park	Target Take Charge of Educations (Community Partner)	Monetary donation of \$76.43 for ASB
Woodcrest	Wells Fargo Community Support Campaign (Community Partner)	Monetary donation for \$180.00 for Mrs. Reed's class

CONSENT ITEM

DATE: June 2, 2009

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

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

PREPARED BY: Suwen Su, Director of Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED C22C0147 THROUGH C22C0153, C22D0837 THROUGH C22D0928, C22M0332 THROUGH C22M0333, C22R0899 THROUGH C22R0945, C22S0160 THROUGH C22S0171, C22T0044 THROUGH C22T0046, C22V0135 THROUGH C22V0142, C22X0614 THROUGH C22X0617 FOR THE 2008/2009 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered C22C0147 through C22C0153, C22D0837 through C22D0928, C22M0332 through C22M0333, C22R0899 through C22R0945, C22S0160 through C22S0171, C22T0044 through C22T0046, C22V0135 through C22V0142, C22X0614 through C22X0617 for the 2008/2009 fiscal year.

GC:SS:sf
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/02/2009

FROM 04/21/2009 TO 05/11/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22C0147	ORANGE CNTY DEPARTMENT OF EDUC	25.00	25.00	0131911101 5210	Phys Educ Blk Grnt Beechwood / Conferences and
C22C0148	ORANGE CNTY DEPARTMENT OF EDUC	2,000.00	1,600.00	0130623101 5210	Peer Assist Review Instr Parks / Conferences and Meetings
			400.00	0136423101 5210	Sch Block Grant Instr Parks / Conferences and Meetings
C22C0149	SCIENCE OLYMPIAD INC	995.00	995.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22C0150	SCHOOL SERVICES OF CALIFORNIA	125.00	125.00	0152351709 5210	Contract Admin Discret / Conferences and Meetings
C22C0151	ORANGE CNTY DEPARTMENT OF EDUC	70.00	70.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
C22C0152	FIRST PRESBYTERIAN NURSERY SCH	90.00	90.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
C22C0153	SCIENCE OLYMPIAD INC	795.00	795.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22D0837	RIVERSIDE PUBLISHING COMPANY	2,185.00	2,185.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0838	APPLE COMPUTER INC.	124.99	124.99	0130920101 4310	Ed Tech Supp Grant Nicolas / Materials and Supplies Instr
C22D0839	VIRCO MANUFACTURING	5,387.92	5,387.92	0131520101 4310	Career Ed Eqpt & Supp Instr / Materials and Supplies Instr
C22D0840	JONES SCHOOL SUPPLY	191.10	191.10	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22D0841	LATINO FAMILY LITERACY PROJECT	1,201.88	1,201.88	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0842	CREATIVE TEACHING PRODUCTS	699.09	699.09	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0843	BENCHMARK EDUCATION COMPANY	5,115.75	5,115.75	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0844	LANGUAGE CIRCLE ENTERPRISE PRO	403.75	403.75	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0845	SCHOLASTIC INC	105.97	105.97	0136419101 4310	Sch Block Grant Instr Maple / Materials and Supplies Instr
C22D0846	CM SCHOOL SUPPLY COMPANY	267.86	267.86	0130213101 4310	Econ Impact Aid Fern Drive / Materials and Supplies Instr
C22D0847	GOV CONNECTION	1,577.75	470.66	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
			391.59	0131623101 4310	Arts and Music Instr Parks / Materials and Supplies Instr
			79.06	0131723101 4310	Arts Music Instr Parks / Materials and Supplies Instr
			636.44	0134523101 4310	English Lang Acq Prg Parks / Materials and Supplies Instr
C22D0848	SCHOLASTIC INC	4,782.83	4,782.83	0130927101 4310	Ed Tech Supp Grant Sunset Lane / Materials and Supplies
C22D0849	STAPLES 025724519	780.99	780.99	0125952101 4310	Community Learn Ctr Cohort 3 / Materials and Supplies
C22D0850	DISCOUNT SCHOOL SUPPLY	148.86	148.86	0125952101 4310	Community Learn Ctr Cohort 3 / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/02/2009

FROM 04/21/2009 TO 05/11/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0851	SOPRIS WEST	358.51	358.51	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0852	EARTH'S BIRTHDAY PROJECT	99.69	99.69	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
C22D0853	GOPHER SPORT	864.78	864.78	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0854	ALL AMERICAN PARTY RENTALS	481.00	481.00	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22D0855	KATIE'S CREATIVE GIFTS	163.13	163.13	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22D0856	WESTERN PSYCHOLOGICAL SERVICES	182.88	182.88	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
C22D0857	SCHOOL HEALTH CORPORATION	352.31	352.31	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
C22D0858	PRESIDENT'S CHALLENGE	88.31	88.31	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
C22D0859	JONES SCHOOL SUPPLY	284.83	284.83	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
C22D0860	GOV CONNECTION	164.54	164.54	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
C22D0861	BRAINPOP LLC	1,425.00	1,425.00	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
C22D0862	MCGRAW HILL	915.86	915.86	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
C22D0863	NASCO WEST INC	177.48	177.48	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0864	GOV CONNECTION	711.23	711.23	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
C22D0865	LYONS MUSIC PRODUCTS	118.97	118.97	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0866	SUPPLY MASTER	502.58	502.58	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
C22D0867	SUPPLY MASTER	75.91	75.91	0111621109 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
C22D0868	ORIENTAL TRADING COMPANY	49.82	49.82	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0869	RENAISSANCE LEARNING INC	10,998.29	10,998.29	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
C22D0870	LEARNING A TO Z	479.40	479.40	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
C22D0871	STAPLES 025724519	271.85	271.85	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0872	RENAISSANCE LEARNING INC	301.50	301.50	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0873	OXFORD UNIVERSITY PRESS	1,676.07	1,676.07	0134527101 4310	English Lang Acq Prg Sunset Ln / Materials and Supplies
C22D0874	SCHOOL MATE	2,348.90	2,348.90	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 06/02/2009

FROM 04/21/2009 TO 05/11/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0875	HOUGHTON MIFFLIN COMPANY	1,383.98	1,383.98	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
C22D0876	HOUGHTON MIFFLIN COMPANY	3,062.15	3,062.15	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
C22D0877	SOLUTION TREE LLC	1,547.59	1,547.59	0130625101 4310	Peer Assist Review Ins Richman / Materials and Supplies
C22D0878	OXFORD UNIVERSITY PRESS	13,001.10	13,001.10	0138852101 4310	IM English Learners Supplement / Materials and Supplies
C22D0879	CURRAN INC, T D	1,515.12	1,515.12	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0880	CDW.G	368.88	368.88	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
C22D0881	SCANTRON	840.75	840.75	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
C22D0882	APPLE COMPUTER INC.	124.99	124.99	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
C22D0883	HOME DEPOT, THE	605.72	605.72	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
C22D0884	GOV CONNECTION	861.30	861.30	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
C22D0885	LIBRARY VIDEO COMPANY	132.95	132.95	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0886	MUSIC IN MOTION	282.57	15.61 266.96	0110323109 4310 0131623101 4310	Reimburse Parks Disc / Materials and Supplies Instr Arts and Music Instr Parks / Materials and Supplies Instr
C22D0887	COMPLETE BUSINESS SYSTEMS	1,501.61	1,501.61	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
C22D0888	GOV CONNECTION	1,294.13	1,294.13	0122412101 4310	Ttl III Ltd Engl Commonwealth / Materials and Supplies
C22D0889	HAZ RENTAL CENTER	1,417.50	1,010.00 407.50	0110217109 5630 0110317109 4310	Instruction Ladera Vista DC / Rents and Leases Reimburse Ladera Disc / Materials and Supplies Instr
C22D0890	HAZ RENTAL CENTER	945.15	945.15	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
C22D0891	AMAZON.COM	1,040.65	1,040.65	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0892	GOV CONNECTION	125.28	125.28	0130922101 4310	Ed Tech Supp Grant Pacific Dr / Materials and Supplies
C22D0893	AMAZON.COM	350.76	350.76	0134519101 4310	English Lang Acq Prg Maple / Materials and Supplies Instr
C22D0894	JONES SCHOOL SUPPLY	67.55	67.55	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0895	OFFICE DEPOT BUSINESS SERVICE	4,682.31	4,682.31	0125952101 4310	Community Learn Ctr Cohort 3 / Materials and Supplies
C22D0896	SCHOLASTIC INC	516.56	516.56	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/02/2009

FROM 04/21/2009 TO 05/11/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0897	SCHOLASTIC INC	2,154.25	2,154.25	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22D0898	FOLLETT LIBRARY RESOURCES	879.11	879.11	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22D0899	FOLLETT LIBRARY RESOURCES	282.75	282.75	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0900	LIBRARY VIDEO COMPANY	332.10	332.10	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0901	HEINLE AND HEINLE PUBLISHERS	1,689.88	1,689.88	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22D0902	HEINLE AND HEINLE PUBLISHERS	444.93	444.93	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22D0903	WOLVERINE SPORTS SUPPLY	2,127.14	2,127.14	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0904	CANNON SPORTS INC	300.09	300.09	0131923101 4310	Phys Educ Block Grant Parks / Materials and Supplies Instr
C22D0905	STAPLES 025724519	173.99	173.99	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
C22D0906	SUPPLY MASTER	1,353.11	1,353.11	0109712109 4310	Suppl Grant Support Commonwlth / Materials and Supplies
C22D0907	GOV CONNECTION	1,908.56	1,908.56	0130922101 4310	Ed Tech Supp Grant Pacific Dr / Materials and Supplies
C22D0908	SUPPLY MASTER	419.32	419.32	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
C22D0909	CALLOWAY HOUSE INC	444.06	444.06	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0910	ASSOCIATION FOR SUPERVISION CUR	183.47	183.47	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0911	AIMS EDUCATION FOUNDATION	990.85	990.85	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0912	AMERICAN CITIZENSHIP AWARDS PR	218.91	218.91	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
C22D0913	PREMIER SCHOOL AGENDA	1,646.11	1,646.11	0130410101 4310	SBCP Instr Acacia / Materials and Supplies Instr
C22D0914	PRESIDENT'S EDUCATION AWARD PR	15.00	15.00	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
C22D0915	COASTAL PUBLISHING GROUP INC	538.31	538.31	0130410101 4310	SBCP Instr Acacia / Materials and Supplies Instr
C22D0916	SOPRIS WEST	435.09	435.09	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0917	HAWTHORNE EDUCATIONAL	47.10	47.10	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0918	HAZ RENTAL CENTER	300.00	300.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0919	CRYSTAL PRODUCTIONS	138.93	138.93	0131717101 4310	Arts Music Instr Ladera Vista / Materials and Supplies Instr
C22D0920	CRIZMAC	200.23	200.23	0131717101 4310	Arts Music Instr Ladera Vista / Materials and Supplies Instr

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/02/2009**

FROM 04/21/2009 TO 05/11/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0921	GOV CONNECTION	754.73	754.73	0130922101 4310	Ed Tech Supp Grant Pacific Dr / Materials and Supplies
C22D0922	SCHOLASTIC INC	3,421.07	3,421.07	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
C22D0923	ART VIDEO WORLD	396.30	396.30	0131717101 4310	Arts Music Instr Ladera Vista / Materials and Supplies Instr
C22D0924	NASCO WEST INC	550.65	550.65	0131717101 4310	Arts Music Instr Ladera Vista / Materials and Supplies Instr
C22D0925	POSITIVE PROMOTIONS	348.80	348.80	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
C22D0926	NATIONAL ASSOCIATION OF SECOND	819.44	819.44	0110330109 4310	Reimburse Fisler Discretionary / Materials and Supplies
C22D0927	SUPPLY MASTER	317.55	317.55	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
C22D0928	AMAZON.COM	531.05	531.05	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
C22M0332	SSD ALARM SYSTEMS	1,021.43	1,021.43	0154950839 5640	Security / Repairs by Vendors
C22M0333	SHIFFLER EQUIPMENT SALES	73.23	73.23	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22R0899	SCHROCK, STEPHANIE	59.16	59.16	0131919101 4310	Phys Educ Block Grant Maple / Materials and Supplies
C22R0900	GOV CONNECTION	624.95	624.95	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22R0901	OTHER WORLD COMPUTING	198.04	198.04	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22R0902	OTHER WORLD COMPUTING	396.09	396.09	0150655359 4350	STAR Testing Prog (Mandate) DC / Materials and Supplies
C22R0903	OTHER WORLD COMPUTING	396.10	396.10	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
C22R0904	ORANGE CNTY DEPARTMENT OF EDUC	450.50	450.50	0111610109 4310	Donations Instr Acacia / Materials and Supplies Instr
C22R0905	ARMIJO, JESSICA	75.96	75.96	0111720109 4310	Hourly Intervention Nicolas / Materials and Supplies Instr
C22R0906	OFFICE DEPOT BUSINESS SERVICE	463.60	463.60	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
C22R0907	RANCHO SANTIAGO COMMUNITY	420.00	420.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
C22R0908	APPLE COMPUTER INC.	325.16	325.16	0136155241 4350	IM Library Ed Tech Admin / Materials and Supplies Office
C22R0909	LAFONT, ANNE	62.50	62.50	0111621109 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
C22R0910	PROVANTAGE	340.46	340.46	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
C22R0911	FULLERTON FIRE DEPARTMENT	2,567.98	2,567.98	0125257781 5800	Readiness Emergency Mgmt Admin / Other Contracted
C22R0912	LEE, RACHEL	133.71	133.71	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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C22R0913	FAASSEN, SUE	25.73	25.73	0130410101 4310	SBCP Instr Acacia / Materials and Supplies Instr
C22R0914	CLAYTON, PATRICIA	205.43	205.43	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22R0915	CJ ENTERPRISES	450.00	25.00	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
			325.00	0110217119 4310	LV Productions / Materials and Supplies Instr
			100.00	0110217132 4310	Dance Production Ladera Vista / Materials and Supplies
C22R0916	MILLER, PATRICIA	12.65	12.65	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
C22R0917	MERRIHUE, RONETTE	152.04	152.04	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22R0918	PETTIS, DONNA	73.59	73.59	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22R0919	CREATIVE COOKBOOK COMPANY	4,475.00	4,475.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22R0920	POPULAR SUBSCRIPTION SERVICES	109.95	109.95	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22R0921	IMAGINE LEARNING	4,893.75	1,561.25	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			3,332.50	0122412101 4310	Ttl III Ltd Engl Commonwealth / Materials and Supplies
C22R0922	IMAGINE LEARNING	16,312.50	16,312.50	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22R0923	ENGLAND, KATHERINE	342.34	342.34	0131713101 4310	Arts Music Instr Fern / Materials and Supplies Instr
C22R0924	KOERTH, KURT	75.00	75.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies Instr
C22R0925	KOERTH, KURT	123.36	123.36	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies Instr
C22R0926	MATA, GLORIA	48.21	48.21	0109725279 4350	Suppl Grant Supp Sch Adm Richm / Materials and Supplies
C22R0927	SUPPLY MASTER	174.26	174.26	0153050799 4350	Business Administration DC / Materials and Supplies
C22R0928	SCHOLASTIC INC	2,950.00	2,950.00	0134517101 4310	English Lang Acq Prg Ladera Vi / Materials and Supplies
C22R0929	WEST COAST EDUCATIONAL SYSTEMS	8,650.01	8,650.01	0138852101 4310	IM English Learners Supplement / Materials and Supplies
C22R0930	SCHOOL SPECIALTY	222.39	222.39	0124854321 4350	Spec Ed Preschool Psychologist / Materials and Supplies
C22R0931	NCS PEARSON INC	1,957.50	1,957.50	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22R0932	AEROMARK	9.52	9.52	0153050799 4350	Business Administration DC / Materials and Supplies
C22R0933	ADVANCED OFFICE SERVICES	89.89	89.89	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
C22R0934	BOYS AND GIRLS CLUB OF FULLERT	21,087.00	21,087.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants

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C22R0935	YMCA OF ORANGE COUNTY	20,938.30	20,938.30	0125952101 5805	Community Learn Ctr Cohort 3 / Consultants
C22R0936	WORLD BOOK EDUCATIONAL	839.00	839.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22R0937	MONREAL, LUPE	48.59	48.59	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies Instr
C22R0938	ESCHNER, LAURALYN	95.39	95.39	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
C22R0939	ESCHNER, LAURALYN	57.82	57.82	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
C22R0940	ESCHNER, LAURALYN	51.95	51.95	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
C22R0941	ESCHNER, LAURALYN	495.00	495.00	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
C22R0942	SANDMAN ENTERPRISES	83.50	83.50	0141655109 4310	Fine Arts Donations Instr / Materials and Supplies Instr
C22R0943	WATTS, BLANCHE	103.34	103.34	0134523101 4310	English Lang Acq Prg Parks / Materials and Supplies Instr
C22R0944	DOHERTY INC, JAMES	2,463.17	2,463.17	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
C22R0945	NIGRO NIGRO AND WHITE PC	2,200.00	2,200.00	0139252271 5835	Prop 10 OC Families Sch Admin / Audit
C22S0160	UNIPAK CORPORATION	6,508.69	6,508.69	0100000000 9320	Unrestricted / Stores
C22S0161	PIONEER CHEMICAL COMPANY	1,881.81	1,881.81	0100000000 9320	Unrestricted / Stores
C22S0162	SOUTHWEST SCHOOL SUPPLY	3,773.53	3,773.53	0100000000 9320	Unrestricted / Stores
C22S0163	ALPHA SCIENTIFIC MEDICAL INC	502.53	502.53	0100000000 9320	Unrestricted / Stores
C22S0164	NORTH ORANGE COUNTY COMMUNITY	800.01	800.01	0100000000 9320	Unrestricted / Stores
C22S0165	OFFICE DEPOT BUSINESS SERVICE	1,597.37	1,597.37	0100000000 9320	Unrestricted / Stores
C22S0166	SCHOOL SPECIALTY	150.95	150.95	0100000000 9320	Unrestricted / Stores
C22S0167	SOUTHWEST SCHOOL SUPPLY	1,829.61	1,829.61	0100000000 9320	Unrestricted / Stores
C22S0168	PIONEER STATIONERS	3,238.77	3,238.77	0100000000 9320	Unrestricted / Stores
C22S0169	BLAKE'S JANITOR SUPPLY INC	1,591.77	1,591.77	0100000000 9320	Unrestricted / Stores
C22S0170	GALE SUPPLY COMPANY	13,016.29	13,016.29	0100000000 9320	Unrestricted / Stores
C22S0171	BEST BUY CHEMICAL AND SUPPLY	307.98	307.98	0100000000 9320	Unrestricted / Stores
C22T0044	A 1 TRANSMISSION AND SUPPLY	298.96	298.96	0156656369 4360	Transportation Special Ed DC / Materials and Supplies

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C22T0045	SOUTHERN COUNTIES OIL CO	13,763.79	1,101.10	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			6,056.61	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			6,606.08	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
C22T0046	PARKHOUSE TIRE INC	542.22	542.22	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
C22V0135	APPLE COMPUTER INC.	4,402.33	4,402.33	0136426101 6410	Sch Block Grant Instr Rolling / New Equip Less Than
C22V0136	VIRCO MANUFACTURING	3,000.85	3,000.85	0132952101 6410	Afr Schl Ed Sfty Grt Cohort 6 / New Equip Less Than
C22V0137	VIRCO MANUFACTURING	1,500.42	1,500.42	0132952101 6410	Afr Schl Ed Sfty Grt Cohort 6 / New Equip Less Than
C22V0138	APPLE COMPUTER INC.	6,974.75	6,974.75	0122429101 6410	Title III Ltd Engl Woodcrest / New Equip Less Than
C22V0139	GOV CONNECTION	751.46	751.46	0121222101 6410	Title I Pacific Drive Instr / New Equip Less Than \$10,000
C22V0140	MACGILL AND COMPANY	2,413.10	175.02	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
			2,238.08	0139452341 6410	OC School Nurse Exp Health / New Equip Less Than
C22V0141	SCHOOL HEALTH CORPORATION	3,988.27	1,825.23	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
			2,163.04	0139452341 6410	OC School Nurse Exp Health / New Equip Less Than
C22V0142	SOUTHWEST SCHOOL SUPPLY	1,521.41	1,521.41	0136419101 6410	Sch Block Grant Instr Maple / New Equip Less Than
C22X0614	ROTARY CLUB OF FULLERTON SUNRI	1,200.00	1,200.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
C22X0615	PATTEN, KIMBERLY ANN	5,700.00	5,700.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0616	NEALE, DAVID	6,688.00	6,688.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0617	DIAMOND TROPHY AND ENGRAVING	350.00	350.00	0130424101 4310	SBCP Instr Raymond / Materials and Supplies Instr
	Fund 01 Total:	295,827.98			
	Fund 12 Total:	90.00			
	Total Amount of Purchase Orders:	295,917.98			

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C22D0781	LOWES HIW INC	246.26	+85.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22R0602	ACTION LEARNING SYSTEMS INC	38,000.00	+8,000.00	0121028101 5805	High Priority Inst Valencia Pa / Consultants
C22R0846	MULTI HEALTH SYSTEMS	152.89	+13.95	0151154321 4315	Psychological Services / Materials Test Kits Protocols
C22V0123	APPLE COMPUTER INC.	4,286.30	+1.16	0134523101 4310	English Lang Acq Prg Parks / Materials and Supplies Instr
			+37.96	0134523101 6410	English Lang Acq Prg Parks / New Equip Less Than \$10,000
C22X0002	NIGRO NIGRO AND WHITE PC	14,000.00	+5,000.00	4067750851 5835	CC Facilities / Audit
C22X0120	PARKER AND COVERT LLP	59,300.00	+29,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
			+300.00	0152351709 5825	Contract Admin Discret / Legal Assistance
C22X0257	SMART AND FINAL STORES CORPORA	5,000.00	+1,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22X0286	ADAMSON, GREG	14,425.00	-3,575.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0287	AYEH, KATHY	12,500.00	-5,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0288	ANGELI, CHRISTINE	13,675.00	+5,575.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0290	DIDYK, ROSINA	3,840.00	-6,960.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0291	ENGLAND, KATHERINE	2,900.00	-1,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0292	GREEN, BRYAN	15,774.00	-4,026.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0293	HUNT, JANELL	16,675.00	-4,025.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0294	JENSEN, VALERIE	8,100.00	-6,300.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0295	JUDD, MARSHA	1,800.00	-3,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0296	DAVIS, CHELSEA KREITLER	17,900.00	-4,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0297	LEWIS, JOHN-PAUL	11,615.00	-9,085.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0299	MOODY, VERONICA	14,640.00	-2,640.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0300	PRUITT, LINDA	9,250.00	+250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0301	SZABO, ISTVAN ZOLTAN	21,270.00	-330.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0302	SKRABA, KAT	19,572.00	-588.00	0141555109 5805	Fine Arts Resource Instr / Consultants

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C22X0303	THOMAS, JULIA GREENE	19,175.00	-3,325.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0304	VOGEL, MELANIE	20,820.00	-6,180.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0305	WARKENTIN, MADELYN	2,332.00	+132.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0306	WILSON, CYNTHIA ANN	12,900.00	-5,100.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0309	PLATERO, DAWN L	1,620.00	-3,780.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0310	KOHL, BRIAN	22,800.00	+300.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0312	JONES, DALE	14,250.00	-3,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0339	TRAVISANO, PAUL	21,325.00	-1,175.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0378	NING, NATALIE	14,325.00	+1,825.00	0141655109 5805	Fine Arts Donations Instr / Consultants
C22X0379	SALAMONE, LAUREN	1,900.00	-175.00	0141655109 5805	Fine Arts Donations Instr / Consultants
C22X0385	RICKMAN, ASHLEY	4,462.00	-5,474.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0458	SCHOLASTIC BOOK FAIRS	2,500.00	+1,500.00	0111625109 4310	Richman Donation Discretionary / Materials and Supplies
C22X0484	RYANEN, CYNTHIA	10,419.00	-6,141.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0548	SOULY, WILFRIED G.	7,925.00	-7,075.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0549	WILLIAMS, CHRISTOPHER JOHN	5,825.00	-6,175.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0580	POLL, SARI ROSE	5,610.00	-990.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22Y0001	C AND C AUTOMOTIVE DISTRIBUTOR	7,000.00	+250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
C22Y0002	PACIFIC SUPPLY COMPANY	7,000.00	+650.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
C22Z0022	FERGUSON ENTERPRISES INC	9,000.00	-1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0052	PLUMBING AND INDUSTRIAL SUPPLY	18,500.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0059	SSD ALARM SYSTEMS	7,600.00	+600.00	0154950839 5899	Security / Other Expenses
Fund 01 Total:			-52,183.93		

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		Fund 12 Total:	85.00		
		Fund 40 Total:	5,000.00		
		Total Amount of Change Orders:	-47,098.93		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

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C22M0329	LOMA VISTA NURSERY	733.67	733.67	0109728109 4310	Suppl Grant Support VP Primary / Materials and Supplies
C22V0003	USA SHADE AND FABRIC STRUCTURE	41,075.00	31,075.00 10,000.00	0111623859 6200 2567050851 6200	Made in the Shade Fac Parks / Buildings and Improve of Facilities / Buildings and Improve of Build
C22X0289	DACUYCUI, MELINDA	13,500.00	13,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0298	LIUFAU, RIKI MANUIA	21,600.00	21,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0311	FISHER, ADAM	15,840.00	15,840.00	0141555109 5805	Fine Arts Resource Instr / Consultants
	Fund 01 Total:	82,748.67			
	Fund 25 Total:	10,000.00			
	Total Amount of Purchase Orders:	92,748.67			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

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

Full Elem CFD2001-01

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 111106 THROUGH 111213, PROCESSED FOOD/COMMODITY PURCHASE ORDERS NUMBERED DJ-110010, GS-110009, AND 111187-A, AND OUT-OF-DATE SEQUENCE PURCHASE ORDER NUMBERED CARGILL-110016 FOR THE 2008/2009 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated April 21, 2009, through May 11, 2009, contains purchase orders numbered 111106 through 111213, processed food/commodity purchase orders numbered DJ-110010, GS-110009, and 111187-A, and out-of-date sequence purchase order numbered CARGILL-110016, totaling \$376,485.98.

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 111106 through 111213, processed food/commodity purchase orders numbered DJ-110010, GS-110009, and 111187-A, and out-of-date sequence purchase order numbered CARGILL-110016 for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
04-21-09 through 05-11-09

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
4/20/2009	Cargill Kitchen Solutions, Inc.	CARGILL-110016	Food	1,287.35
Processed Food & Commodity P.O.'s				
5/1/2009	DJ Co-ops	DJ-110010	Commodity	935.55
4/30/2009	Gold Star Foods	GS-110009	Commodity	451.44
5/5/2009	ASR Food Distributors, Inc.	111187-A	Food	2.50
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				1,287.35
Total Processed Food & Commodity P.O.'s				1,389.49
Total Purchase Orders from Purchase Order Summary Report				373,809.14
TOTAL PURCHASE ORDERS				\$ 376,485.98

Fullerton School District

Food Services

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PURCHASE ORDER SUMMARY

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(04/21/2009 - 05/11/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	111106	04/21/2009		0.00	1,428.00	0.00	1,428.00
	111111	04/21/2009		0.00	89.20	0.00	89.20
	111116	04/22/2009		0.00	1,526.31	0.00	1,526.31
	111151	05/04/2009		0.00	453.91	0.00	453.91
	111178	05/04/2009		0.00	1,726.74	0.00	1,726.74
	111183	05/04/2009		0.00	73.53	0.00	73.53
	111196	05/06/2009		0.00	4,470.78	0.00	4,470.78
			0.00	9,768.47	0.00	0.00	9,768.47
ASR Food Distributors, Inc.	111117	04/22/2009		0.00	1,487.36	0.00	1,487.36
	111125	04/24/2009		0.00	0.00	220.50	220.50
	111148	05/01/2009		0.00	0.00	245.00	245.00
	111150	05/04/2009		0.00	2,280.00	0.00	2,280.00
	111180	05/04/2009		0.00	7,217.86	1,634.35	8,852.21
	111184	05/04/2009		0.00	525.60	380.00	905.60
	111187	05/05/2009		0.00	0.00	0.00	0.00
	111193	05/06/2009		0.00	460.98	237.50	698.48
	111194	05/06/2009		0.00	0.00	245.00	245.00
	111213	05/11/2009		0.00	67.35	0.00	67.35
			0.00	12,039.15	0.00	2,962.35	15,001.50
Balian Ice Cream Co.	111141	04/30/2009		0.00	1,542.80	0.00	1,542.80
	111204	05/07/2009		0.00	1,573.20	0.00	1,573.20
			0.00	3,116.00	0.00	0.00	3,116.00
Coca Cola Co.	111133	04/29/2009		0.00	536.20	0.00	536.20
	111134	04/29/2009		0.00	396.65	0.00	396.65
	111135	04/29/2009		0.00	283.65	0.00	283.65
	111136	04/29/2009		0.00	204.25	0.00	204.25
	111137	04/29/2009		0.00	279.25	0.00	279.25
	111138	04/29/2009		0.00	271.45	0.00	271.45
	111139	04/29/2009		0.00	356.65	0.00	356.65
	111153	05/04/2009		0.00	7,015.60	0.00	7,015.60
	111154	05/04/2009		0.00	1,843.60	0.00	1,843.60
	111155	05/04/2009		0.00	5,481.80	0.00	5,481.80
	111185	05/05/2009		0.00	1,156.40	0.00	1,156.40
			0.00	17,825.50	0.00	0.00	17,825.50
Commercial Door Co., Inc.	111210	05/11/2009		0.00	0.00	300.00	300.00
			0.00	0.00	0.00	300.00	300.00

* Totals Are Rounded

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PURCHASE ORDER SUMMARY

(04/21/2009 - 05/11/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Driftwood Dairy	111157	05/04/2009		0.00	0.00	826.68	826.68
	111158	05/04/2009		0.00	0.00	1,263.46	1,263.46
	111159	05/04/2009		0.00	0.00	2,148.04	2,148.04
	111160	05/04/2009		0.00	0.00	1,087.70	1,087.70
	111161	05/04/2009		0.00	0.00	1,087.70	1,087.70
	111162	05/04/2009		0.00	0.00	426.90	426.90
	111163	05/04/2009		0.00	0.00	2,009.03	2,009.03
	111164	05/04/2009		0.00	0.00	839.93	839.93
	111165	05/04/2009		0.00	0.00	2,467.94	2,467.94
	111166	05/04/2009		0.00	0.00	4,170.72	4,170.72
	111167	05/04/2009		0.00	0.00	3,416.85	3,416.85
	111168	05/04/2009		0.00	0.00	3,424.78	3,424.78
	111169	05/04/2009		0.00	0.00	1,603.78	1,603.78
	111170	05/04/2009		0.00	0.00	1,973.14	1,973.14
	111171	05/04/2009		0.00	0.00	4,764.46	4,764.46
	111172	05/04/2009		0.00	0.00	1,057.33	1,057.33
	111173	05/04/2009		0.00	0.00	1,492.48	1,492.48
	111174	05/04/2009		0.00	0.00	3,976.76	3,976.76
	111175	05/04/2009		0.00	0.00	2,736.00	2,736.00
	111176	05/04/2009		0.00	0.00	1,897.45	1,897.45
	111177	05/04/2009		0.00	858.60	2,905.78	3,764.38
				0.00	858.60	45,576.90	46,435.50
Fullerton School District	111206	04/30/2009		0.00	0.00	234,817.74	234,817.74
	111207	04/30/2009		0.00	0.00	4,325.38	4,325.38
				0.00	0.00	239,143.12	239,143.12
Gold Star Foods	111118	04/22/2009		0.00	1,014.66	0.00	1,014.66
	111119	04/22/2009		0.00	0.00	517.04	517.04
	111122	04/24/2009		0.00	109.44	0.00	109.44
	111123	04/24/2009		0.00	102.60	0.00	102.60
	111124	04/24/2009		0.00	109.44	0.00	109.44
	111127	04/24/2009		0.00	3,715.50	0.00	3,715.50
	111152	05/04/2009		0.00	155.20	0.00	155.20
	111179	05/04/2009		0.00	11,055.80	0.00	11,055.80
	111182	05/04/2009		0.00	1,504.00	0.00	1,504.00
	111191	05/06/2009		0.00	139.25	0.00	139.25
	111192	05/06/2009		0.00	1,448.30	0.00	1,448.30
	111197	05/06/2009		0.00	202.02	0.00	202.02
	111200	05/07/2009		0.00	1,391.04	0.00	1,391.04
	111205	05/07/2009		0.00	144.30	0.00	144.30
	111212	05/11/2009		0.00	240.48	0.00	240.48
				0.00	21,332.03	517.04	21,849.07

* Totals Are Rounded

Fullerton School District

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PURCHASE ORDER SUMMARY

(04/21/2009 - 05/11/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Industrial Electric	111120	04/22/2009		0.00	0.00	0.00	1,584.38
				0.00	0.00	0.00	1,584.38
Joseph Webb Foods, Inc.	111107	04/21/2009		0.00	397.98	0.00	397.98
	111110	04/21/2009		0.00	302.66	0.00	302.66
	111130	04/27/2009		0.00	107.04	0.00	107.04
	111149	05/04/2009		0.00	1,496.06	0.00	1,496.06
	111181	05/04/2009		0.00	240.60	0.00	240.60
	111195	05/06/2009		0.00	356.64	0.00	356.64
	111198	05/06/2009		0.00	107.28	0.00	177.76
	111203	05/07/2009		0.00	90.12	0.00	90.12
	111211	05/11/2009		0.00	98.07	0.00	98.07
				0.00	3,196.45	0.00	70.48
							3,266.93
P & R	111112	04/21/2009		0.00	0.00	1,140.40	1,140.40
	111113	04/21/2009		0.00	0.00	458.60	458.60
	111143	04/30/2009		0.00	0.00	125.06	125.06
	111144	04/30/2009		0.00	0.00	255.58	255.58
	111145	04/30/2009		0.00	0.00	499.66	499.66
	111186	05/05/2009		0.00	0.00	80.75	80.75
	111199	05/06/2009		0.00	0.00	1,744.81	1,744.81
				0.00	0.00	4,304.86	4,304.86
Papa John's Pizza	111109	04/21/2009		0.00	229.40	0.00	229.40
				0.00	229.40	0.00	229.40
Peniel Our Family, Inc.	111202	05/07/2009		0.00	0.00	0.00	45.00
				0.00	0.00	0.00	45.00
Petty Cash	111128	04/27/2009		0.00	86.43	0.00	222.50
				0.00	86.43	0.00	222.50
Supply Master	111131	04/28/2009		0.00	0.00	0.00	843.05
	111188	05/05/2009		0.00	0.00	0.00	178.35
				0.00	0.00	0.00	1,021.40
							1,021.40
Swift Produce	111114	04/21/2009		0.00	194.50	0.00	509.53
	111115	04/22/2009		0.00	0.00	0.00	289.43
	111121	04/23/2009		0.00	0.00	0.00	335.45

* Totals Are Rounded

Fullerton School District

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PURCHASE ORDER SUMMARY

(04/21/2009 - 05/11/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Swift Produce	111126	04/24/2009		0.00	0.00	777.84	777.84
	111129	04/27/2009		0.00	58.35	1,114.52	1,172.87
	111132	04/28/2009		0.00	0.00	299.10	299.10
	111140	04/29/2009		0.00	0.00	304.00	304.00
	111142	04/30/2009		0.00	0.00	279.36	279.36
	111147	05/01/2009		0.00	0.00	208.25	208.25
	111156	05/04/2009		0.00	442.80	927.25	1,370.05
	111189	05/05/2009		0.00	0.00	199.14	199.14
	111190	05/06/2009		0.00	0.00	327.45	327.45
	111201	05/07/2009		0.00	0.00	347.56	347.56
	111208	05/08/2009		0.00	0.00	31.74	31.74
	111209	05/11/2009		0.00	55.35	929.60	984.95
				0.00	751.00	6,685.73	7,436.73
The Popcorn Man	111108	04/21/2009		0.00	1,260.00	0.00	1,260.00
				0.00	1,260.00	0.00	1,260.00
Xerox	111146	04/30/2009		0.00	0.00	998.78	998.78
				0.00	0.00	998.78	998.78
				0.00	70,463.03	4,821.90	298,524.21
							373,809.14

* Totals Are Rounded

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Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(04/21/2009 - 05/11/2009)

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111106	04/21/2009	A & R Distributors	1,428	0	99
111107	04/21/2009	Joseph Webb Foods, Inc.	398	0	99
111108	04/21/2009	The Popcorn Man	1,260	0	99
111109	04/21/2009	Papa John's Pizza Inv#8479, 8441	229	118	90
111110	04/21/2009	Joseph Webb Foods, Inc.	303	0	99
111111	04/21/2009	A & R Distributors	89	0	99
111112	04/21/2009	P & R Replace PO#110983	1,140	0	99
111113	04/21/2009	P & R Replace PO#110998	459	0	99
111114	04/21/2009	Swift Produce Produce rec'd 4/21/09. Inv#513135, 513144	510	195	90
111115	04/22/2009	Swift Produce Produce rec'd 4/22/09. Inv#513221	289	0	90
111116	04/22/2009	A & R Distributors	1,526	0	99
111117	04/22/2009	ASR Food Distributors, Inc.	1,487	0	99
111118	04/22/2009	Gold Star Foods	1,015	0	99
111119	04/22/2009	Gold Star Foods	517	0	99
111120	04/22/2009	Industrial Electric Motor for Carter Hoffman Corp. - Food Warmer (Nic)	1,584	0	90
111121	04/23/2009	Swift Produce Produce rec'd 4/23/09. Inv#513320	335	0	90
111122	04/24/2009	Gold Star Foods	109	0	90
111123	04/24/2009	Gold Star Foods	103	0	90
111124	04/24/2009	Gold Star Foods	109	0	90
111125	04/24/2009	ASR Food Distributors, Inc. Inv#700854	221	0	90
111126	04/24/2009	Swift Produce Produce rec'd 4/24/09. Inv#513381, 513391	778	350	90
111127	04/24/2009	Gold Star Foods	3,716	0	99
111128	04/27/2009	Petty Cash Petty Cash Replenishment	223	0	90

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111129	04/27/2009	Swift Produce Produce rec'd 4/27/09. Inv#513319, 513458	1,173	379	90
111130	04/27/2009	Joseph Webb Foods, Inc.	107	0	99
111131	04/28/2009	Supply Master	843	0	90
111132	04/28/2009	Swift Produce Produce rec'd 4/28/09. Inv#513539	299	0	90
111133	04/29/2009	Coca Cola Co. Contract price difference for Sept., 2008	536	0	90
111134	04/29/2009	Coca Cola Co. Contract price difference for Oct., 2008	397	0	90
111135	04/29/2009	Coca Cola Co. Contract price difference for Nov., 2008	284	0	90
111136	04/29/2009	Coca Cola Co. Contract price difference for Dec., 2008	204	0	90
111137	04/29/2009	Coca Cola Co. Contract price difference for January, 2009	279	0	90
111138	04/29/2009	Coca Cola Co. Contract price difference for February, 2009	271	0	90
111139	04/29/2009	Coca Cola Co. Contract price difference for March, 2009	357	0	90
111140	04/29/2009	Swift Produce Produce rec'd 4/29/09. Inv#513602	304	0	90
111141	04/30/2009	Balian Ice Cream Co.	1,543	0	90
111142	04/30/2009	Swift Produce Produce rec'd 4/30/09. Inv#513714	279	0	90
111143	04/30/2009	P & R Replace PO#111059	125	0	99
111144	04/30/2009	P & R Replace PO#111018	256	0	99
111145	04/30/2009	P & R Replace PO#111027	500	0	99
111146	04/30/2009	Xerox Open P.O. for SY 2008-2009 (April to June)	999	397	90
111147	05/01/2009	Swift Produce Produce rec'd 5/1/09. Inv#513777	208	0	90
111148	05/01/2009	ASR Food Distributors, Inc. Inv#111148	245	0	90
111149	05/04/2009	Joseph Webb Foods, Inc.	1,496	0	99
111150	05/04/2009	ASR Food Distributors, Inc.	2,280	0	99
111151	05/04/2009	A & R Distributors	454	0	99

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Fullerton School District
Food Services
P U R C H A S E O R D E R R E P O R T
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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111152	05/04/2009	Gold Star Foods	155	0	99
111153	05/04/2009	Coca Cola Co. Open PO for April thru June, 2009	7,016	1,144	17
111154	05/04/2009	Coca Cola Co. Open PO for April thru June, 2009	1,844	272	20
111155	05/04/2009	Coca Cola Co. Open PO for April thru June, 2009	5,482	908	23
111156	05/04/2009	Swift Produce Produce rec'd 5/4/09. Inv#513712, 513855	1,370	784	90
111157	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	827	0	10
111158	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,263	0	11
111159	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	2,148	0	12
111160	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,088	0	13
111161	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,088	0	15
111162	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	427	0	16
111163	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	2,009	0	17
111164	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	840	0	18
111165	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	2,468	0	19
111166	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	4,171	0	20
111167	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	3,417	0	21
111168	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	3,425	0	22
111169	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,604	0	23
111170	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,973	0	24
111171	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	4,764	579	25
111172	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,057	0	26
111173	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,492	0	27
111174	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	3,977	999	28

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Fullerton School District
Food Services
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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111175	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	2,736	0	29
111176	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	1,897	0	30
111177	05/04/2009	Driftwood Dairy Dairy purchases for May, 2009	3,764	0	90
111178	05/04/2009	A & R Distributors Summer Feeding	1,727	0	99
111179	05/04/2009	Gold Star Foods Summer Feeding	11,056	0	99
111180	05/04/2009	ASR Food Distributors, Inc. Summer Feeding	8,852	0	99
111181	05/04/2009	Joseph Webb Foods, Inc. Summer Feeding	241	0	99
111182	05/04/2009	Gold Star Foods Summer Feeding	1,504	0	99
111183	05/04/2009	A & R Distributors	74	0	99
111184	05/04/2009	ASR Food Distributors, Inc.	906	0	99
111185	05/05/2009	Coca Cola Co. Open PO for May thru June, 2009	1,156	0	90
111186	05/05/2009	P & R	81	0	99
111187	05/05/2009	ASR Food Distributors, Inc.	0	0	99
111188	05/05/2009	Supply Master	178	0	90
111189	05/05/2009	Swift Produce Produce rec'd 5/5/09. Inv#513944	199	0	90
111190	05/06/2009	Swift Produce Produce rec'd 5/6/09. Inv#514021	327	0	90
111191	05/06/2009	Gold Star Foods Summer Feeding	139	0	99
111192	05/06/2009	Gold Star Foods Summer Feeding	1,448	0	99
111193	05/06/2009	ASR Food Distributors, Inc. Summer Feeding	698	0	99
111194	05/06/2009	ASR Food Distributors, Inc. Produce rec'd 5/8/09.	245	0	90
111195	05/06/2009	Joseph Webb Foods, Inc.	357	0	99
111196	05/06/2009	A & R Distributors	4,471	0	99
111197	05/06/2009	Gold Star Foods	202	0	99

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Fullerton School District
Food Services
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PO Type: All
Purchase Date
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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111198	05/06/2009	Joseph Webb Foods, Inc.	178	0	99
111199	05/06/2009	P & R	1,745	0	99
111200	05/07/2009	Gold Star Foods June Breakfast	1,391	0	99
111201	05/07/2009	Swift Produce Produce rec'd 5//09. Inv#514084	348	0	90
111202	05/07/2009	Peniel Our Family, Inc. Inv#050504	45	0	90
111203	05/07/2009	Joseph Webb Foods, Inc. Pancake Breakfast	90	0	99
111204	05/07/2009	Balian Ice Cream Co.	1,573	0	90
111205	05/07/2009	Gold Star Foods	144	0	99
111206	04/30/2009	Fullerton School District Actual 9B & 10A Payroll and District Expenses	234,818	0	90
111207	04/30/2009	Fullerton School District PERS REDUCTION (9B)	4,325	0	90
111208	05/08/2009	Swift Produce Produce rec'd 5/8/09.	32	0	90
111209	05/11/2009	Swift Produce Produce rec'd 5/11/09.	985	396	90
111210	05/11/2009	Commercial Door Co., Inc. Repair Receiving Door Pulley	300	0	90
111211	05/11/2009	Joseph Webb Foods, Inc.	98	0	99
111212	05/11/2009	Gold Star Foods	240	0	99
111213	05/11/2009	ASR Food Distributors, Inc.	67	0	99

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 69445 THROUGH 69685 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$1,870,117.74

Background: Board approval is requested for warrants numbered 69445 through 69685 for the 2008/2009 school year. The total amount presented for approval is \$1,870,117.74.

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

Fund	Amount
01 General Fund	\$1,818,298.46
12 Child Development	5,942.43
14 Deferred Maintenance	0.00
21 Building Fund	263.92
23 G.O. Bond 2002B	0.00
25 Capital Facilities	0.00
40 Special Reserve	0.00
68 Workers' Compensation	45,612.93
81 Property/Liability Insurance	0.00
Total	\$1,870,117.74

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 69445 through 69685 for the 2008/2009 school year. The total amount presented for approval is \$1,870,117.74.

GC:SS:sf

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 6975 THROUGH 7012 FOR THE 2008/2009 SCHOOL YEAR TOTALING \$276,895.40**

Background: Board approval is requested for Nutrition Services warrants numbered 6975 through 7012 for the 2008/2009 school year. The total amount presented for approval is \$276,895.40.

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 6975 through 7012 for the 2008/2009 school year totaling \$276,895.40.

GC:LS:dlh

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on May 5, 2009.

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

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

Recommendation: Approve/ratify Classified Personnel Report.

KC:ph
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 5/5/2009
PRESENTED TO THE BOARD OF TRUSTEES: 6/2/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Linda	Sherrill	Clerical Asst. II/sub	Add substitute classification	04/27/09	99		999	B19/1
Christina	Herp	Instr. Asst./BB	Amend step raise	03/23/09	21	17.5/wk		B14/1
Diana	Reney	Instr. Asst./SE I	Change last name from Christiansen	03/24/09	22	3.50		B14/6
Renay	Ibarra	Instr. Asst./Reg.	Change last name from Gomez	04/20/09	28	17.5/wk	310	B11/3
Magdalena	Decena H	Playground Sup.	Change name from Maria M. Decena	03/13/09	29	2.50	100	B11/1
Connie	McClain	Playground Sup.	Change to regular status	04/21/09	19	1.40	100	B11/1
Evelyn	Johnson	Playground Sup./sub	Change to regular status	08/28/08	29	1.25	100	B11/1
Connie	McClain	Playground Sup./sub	Change to substitute status	04/14/09	19		100	B11/1
Roxana	Avilez	Bus Driver	Employ spring break	04/06/09	56	30.0/wk	566	B21/6
Karen	Kingston	Bus Driver	Employ spring break	04/06/09	56	30.0/wk	566	B21/6
Jamie	Chapman	After School Site Lead	Employ Spring Camp	04/06/09	60	30.0/wk	85	B18/3
Joni	David	After School Site Lead	Employ Spring Camp	04/06/09	60	30.0/wk	85	B18/5
Jana	Mosqueda	After School Site Lead	Employ Spring Camp	04/06/09	60	30.0/wk	85	B18/5
Himashie	Perera	After School Site Lead	Employ Spring Camp	04/06/09	60	30.0/wk	85	B18/4
Michael	Vallejo	After School Site Lead	Employ Spring Camp	04/06/09	60	30.0/wk	85	B18/5
Joanna	Barraza	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/1
Amruta	Bhatt	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Jennifer	Bradley	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/4
Antonio	Calderon	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/3
Sarah	Calderon	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Fredd	Corrales	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Lauren	Dodd	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/3
Asha	Ghai	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Tristin	Hernandez	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Joanna	Mendoza	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/3
Kimberly	Moore	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/1
Tricia	Morad	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/5
Alma	Navarro	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/4
Marissa	Olivas	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/4
Evelyn	Pena	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/1
Lilia	Ruiz	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/4
Kristine	Sterris	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/1
Christian	Tavarez	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/3
Jacqueline	Vankeeken	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Ryan	Victoria	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/2
Dominic	Wragg	Instr. Asst./Rec.	Employ Spring Camp	04/06/09	60	30.0/wk	85	B11/3
Deanna	Padilla	After School Site Lead	Employ Spring Camp /work out of class	04/06/09	60	30.0/wk	85	B18/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 5/5/2009
PRESENTED TO THE BOARD OF TRUSTEES: 6/2/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Jennifer	Fowler	After School Site Lead	Extend working out of class to 4/17/09	03/05/09	60	22.0/wk	329	B18/1
Adao	Garcia	Custodian II	Extend working out of class to 5/04/09	03/19/09	26	8.00		B24/2
Valerie	Cuevas	After School Site Lead	Hire probationary status	04/13/09	60	22.0/wk	329	B18/1
Dianna	Mullen	Benefits Clerk	Hire substitute status	06/12/09	50		524	B24/6
Bruce	Heckel	Custodian I/Gardener/sub	Hire substitute status	06/15/09	56		542/547	B17/6
Rosario	Pulido	Instr. Asst./BB/sub	Hire substitute status	06/15/09	60		999	B14/6
Danielle	Dorse	Instr. Asst./Rec.	Hire substitute status	03/27/09	60		999	B11/1
Grace	Salcido	Instr. Asst./SE/sub	Hire substitute status	06/12/09	99		999	B14/6
Rachel	Ives	Playground Sup./sub	Hire substitute status	04/15/09	26		100	B11/1
John	Rodgers	Reprographic Tech./sub	Hire substitute status	07/01/09	50		519	B20/6
Nancy	Morey	Playground Sup.	Increase hours from 2.5/wk to 2.5/day	01/07/09	21	2.50	100/304	B11/1
Braidie	Weber	Playground Sup.	Increase hours from 5.0/wk	08/28/08	11	10.0/wk	100	B11/1
Lisa	Bryce	Playground Sup.	Increase hours from 7.5/wk	08/28/08	11	17.0/wk	100	B11/1
Carmen	Serna	Admin. Secretary	Longevity increase	04/01/09	51	8.00	521	B03/3
Employee	2542		Paid administrative leave 1/26-3/06/09	01/26/09		8.00		
Joel	Chavez	Instr. Asst./BB	Promotion from Instr. Asst./Reg.	05/07/09	21	3.80	302	B14/2
Maria	Soberanis	School Office Mgr.	Promotion from Secretary	04/29/09	19	8.00	403	B25/3
Karen	Simo	Instr. Asst./Se II A	Related class transfer/ add 2% med.stipend	03/04/09	25	3.00		B14/6
Claudia	Casillas	Instr. Asst./BB/sub	Remove substitute classification	03/05/09	60		999	B14/1
Employee	2542		Remove unpaid suspension	01/26/09		8.00		
Maggie	Funes	Instr. Asst./Rec.	Resignation	04/10/09	30	15.8/wk	304/302	B11/3
Nicole	Van Over	Instr. Asst./Rec.	Resignation	03/13/09	60	16.25/wk	329	B11/4
Shelly	Yu	Instr. Asst./SE II B	Resignation	04/17/09	12	5.00	121	B14/3
Joe	Ahlert	Warehouse Coord.	Resignation	04/17/09	50	8.00	530	B30/6
Danielle	Dorse	Instr. Asst./Rec.	Resignation on probation	03/27/09	60	19.5/wk	85	B11/1
Khermal	Humphrey	Instr. Asst./Tech.	Resignation on probation	06/12/09	30	8.00	328	B14/2
Dionardo	Fauni	Custodian II	Return from leave of absence	04/21/09	26	8.00		B24/6
Jacqueline	Bradley	Account Clerk II/sub	Separation - no longer available	03/18/09	50		999	B24/6
Eleanor	Grainger	Admin. Sec./sub	Separation - no longer available	03/05/09	99		999	B30/6
Josefina	Chavez De Hernandez	Food Service Asst. I/sub	Separation - no longer available	04/22/09	90		606	B08/1
Leticia	Cortes Lopez	Food Service Asst. I/sub	Separation - no longer available	04/22/09	90		606	B08/1
Martha	Revueltas	Food Service Asst. I/sub	Separation - no longer available	04/22/09	90		606	B08/1
Giuliana	Romo	Instr. Asst./BB/sub	Separation - no longer available	03/05/09	60		999	B14/1
Joseph	Dilworth	Instr. Asst./Rec./sub	Separation - no longer available	03/05/09	60		999	B11/1
Jason	Neumann	Instr. Asst./Rec./sub	Separation - no longer available	03/06/09	60		999	B11/1
Janina	Bond	Instr. Asst./SE/sub	Separation - no longer available	03/09/09	99		999	B14/1
Lisa	Bunton	Instr. Asst./SE/sub	Separation - no longer available	03/06/09	99		999	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 5/5/2009
PRESENTED TO THE BOARD OF TRUSTEES: 6/2/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Elizabeth	Pennington	Instr. Asst./SE/sub	Separation - no longer available	03/05/09	99		999	B14/1
Stefanie	Wimberly	Instr. Asst./SE/sub	Separation - no longer available	03/04/09	99		999	B14/1
Kim	Katherine	Playground Sup.	Separation - no longer available	04/20/09	30	1.00	100	B11/1
Nita	Sorathia	Playground Sup.	Separation - no longer available	04/20/09	30	1.50	100	B11/1
Gloria	Bishop	Playground Sup./sub	Separation - no longer available	04/20/09	30		100	B11/1
Katherine	Mojarro	Playground Sup./sub	Separation - no longer available	08/28/08	29		100	B11/1
Maria	Mojarro	Playground Sup./sub	Separation - no longer available	08/28/08	29		100	B11/1
Diane	Rodriguez	Playground Sup./sub	Separation - no longer available	08/28/08	29		100	B11/1
Geetha	Mada	Instr. Asst./Rec.	Separation on probation	02/27/09	60	17.5/wk	85	B11/1
Dianna	Mullen	Benefits Clerk	Service retirement	06/12/09	50	8.00	524	B24/6
Judith	Porter-Holliday	Clerical Asst. II	Service retirement	05/30/09	10/13	8.00	403	B19/6
Bruce	Heckel	Custodian I	Service retirement	06/15/09	20	3.75		B17/6
Linda	Ahmadi	Instr. Asst./SE I	Service retirement	07/18/09	29	6.00		B14/6
Grace	Salcido	Instr. Asst./SE II A	Service retirement	06/12/09	29	6.00	125	B14/6
John	Rodgers	Reprographics Tech.	Service retirement	07/01/09	50	8.00	519	B20/6
Edward	Cooper	Vehicle Maint. Coord.	Service retirement	05/15/09	56	8.00		B36/6
Rosario	Pulido	Instr. Asst./BB	Service retirement	06/15/09	60	19.0/wk		B14/6
Employee	2568		Sick leave exhausted/39-mt.reemployment	04/17/09	29	6.00		B14/6
Employee	1997		Sick leave exhausted/39-mt.reemployment	04/27/09	19	8.00		B25/6
Cnythia	Barrett	Account Clerk II	Step raise	04/01/09	50	8.00	530	B24/5
Christine	Inks	Account Clerk II	Step raise	05/01/09	50	8.00	530	B24/5
Catherine	Brown	After School Site Lead	Step raise	05/01/09	60	20.0/wk	329	B18/6
David	Berdeja	Bus Driver	Step raise	05/01/09	56	25.0/wk	565/566	B21/3
Delfia	Orantes	Bus Driver	Step raise	04/01/09	56	25.0/wk	565/566	B21/5
Khotir	Pou	Bus Driver	Step raise	04/01/09	56	25.5/wk	565/566	B21/4
Susanna	Vallejo	Bus Driver	Step raise	05/01/09	56	25.0/wk	565/566	B21/3
Thomas	Vasquez	Bus Driver	Step raise	04/01/09	56	25.6/wk	565	B21/3
Cynthia	Milkovits	Clerical Asst. I	Step raise	04/01/09	30	3.80	403	B17/3
Eleanor	Johnson	Ed. Media Asst.	Step raise	04/01/09	18	3.50	402/097	B19/6
Claudia	Benitez	Food Service Asst. I	Step raise	05/01/09	90	2.00	606	B08/5
Patricia	Borjon De Cruz	Food Service Asst. I	Step raise	05/01/09	90	2.00	606	B08/5
Maria	Cornejo	Food Service Asst. I	Step raise	05/01/09	90	2.00	606	B08/5
Blanca	Garcia	Food Service Asst. I	Step raise	05/01/09	90	2.00	606	B08/5
Maria	Moreira	Food Service Asst. I	Step raise	05/01/09	90	2.50	606	B08/5
Maria	Rosales	Food Service Asst. I	Step raise	05/01/09	90	2.00	606	B08/5
Jyantika	Sukhadia	Food Service Asst. I	Step raise	05/01/09	90	2.00	606	B08/5
Wilson	Rabor	Instr. Asst. SE I	Step raise	05/01/09	11	6.00	242	B14/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 5/5/2009
PRESENTED TO THE BOARD OF TRUSTEES: 6/2/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maricela	Aguilar Navarro	Instr. Asst./BB	Step raise	05/01/09	60	18.0/wk	329	B14/2
Noelia	Cuanalo	Instr. Asst./BB	Step raise	05/01/09	60	3.50	392	B14/2
Vanessa	De La Torre	Instr. Asst./BB	Step raise	05/01/09	60	19.75/wk	329	B14/3
Uriel	Espinoza	Instr. Asst./BB	Step raise	04/01/09	60	16.25/wk	329	B14/2
Cynthia	Gonzalez	Instr. Asst./BB	Step raise	05/01/09	60	19.25/wk	329	B14/3
Mauro	Guzman	Instr. Asst./BB	Step raise	04/01/09	60	19.5/wk	329	B14/3
Eva	Hampton	Instr. Asst./BB	Step raise	05/01/09	60	19.75/wk	329	B14/3
Christina	Herp	Instr. Asst./BB	Step raise	05/01/09	21	17.5/wk	318	B14/2
Catalina	Hurtado	Instr. Asst./BB	Step raise	05/01/09	28	3.50	310	B14/2
Joanna	Barraza	Instr. Asst./Rec.	Step raise	05/01/09	60	19.75/wk	329	B11/2
David	Ben Jr.	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	329	B11/2
Jennifer	Bradley	Instr. Asst./Rec.	Step raise	04/01/09	60	19.75/wk	329	B11/4
Khanh	Dinh	Instr. Asst./Rec.	Step raise	05/01/09	60	19.0/wk	85	B11/2
Eric	Goossen	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	85	B11/3
Kimberly	Moore	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	85	B11/2
Emmanuel	Moran	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	85	B11/2
Marissa	Olivas	Instr. Asst./Rec.	Step raise	04/01/09	60	19.75/wk	259	B11/4
Patricia	Otto-Gaskill	Instr. Asst./Rec.	Step raise	05/01/09	30	12.4/wk	304/302	B11/4
Deanna	Padilla	Instr. Asst./Rec.	Step raise	04/01/09	60	19.5/wk	85	B11/4
Evelyn	Pena	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	85	B11/2
Cristian	Rus	Instr. Asst./Rec.	Step raise	04/01/09	27	15.0/wk	97	B11/3
Kristine	Sterris	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	85	B11/2
Guadalupe	Villescas Payan	Instr. Asst./Rec.	Step raise	05/01/09	60	19.75/wk	329	B11/3
Zinna	Voong	Instr. Asst./Rec.	Step raise	05/01/09	60	19.5/wk	85	B11/2
Courtney	Banks	Instr. Asst./Reg.	Step raise	05/01/09	29	17.5/wk	318	B11/3
Joel	Chavez	Instr. Asst./Reg.	Step raise	05/01/09	21	3.80	302	B11/2
Rosa	Dobies	Instr. Asst./Reg.	Step raise	04/01/09	11	9.0/wk	302	B11/2
Christine	Martinez	Instr. Asst./Reg.	Step raise	05/01/09	28	3.25	302	B11/3
Tracy	Moore	Instr. Asst./Reg.	Step raise	05/01/09	25	17.5/wk	392	B11/3
Martha	Ramirez	Instr. Asst./Reg.	Step raise	05/01/09	28	3.50	310	B11/3
Joshua	Alexander	Instr. Asst./SE I	Step raise	04/01/09	20	6.00	122	B14/3
Joshua	Castaneda	Instr. Asst./SE I	Step raise	04/01/09	13	3.80	120	B14/2
Bethany	Klewer	Instr. Asst./SE I	Step raise	04/01/09	27	6.00	120	B14/3
Karren	Martin	Instr. Asst./SE I	Step raise	04/01/09	15	3.00	120	B14/3
Rene	Mora	Instr. Asst./SE I	Step raise	05/01/09	20	6.00	242	B14/4
Pryscilla	Pintado	Instr. Asst./SE I	Step raise	05/01/09	10	3.80	120	B14/4
Marcia	Stanford	Instr. Asst./SE I	Step raise	04/01/09	23	3.00	122	B14/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 5/5/2009
PRESENTED TO THE BOARD OF TRUSTEES: 6/2/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Sarah	Taylor	Instr. Asst./SE I	Step raise	04/01/09	15	3.80	120	B14/3
Yvonne	Uranga	Instr. Asst./SE I	Step raise	04/01/09	25	3.75	126	B14/3
Megan	Cooley	Instr. Asst./SE II B	Step raise	05/01/09	26	6.00	122	B14/3
Jaclyn	Fertal	Instr. Asst./SE II B	Step raise	05/01/09	26	3.80	248	B14/2
Rukhsana	Javed	Instr. Asst./SE II B	Step raise	05/01/09	12	3.50	121	B14/4
Cristina	Lupini	Instr. Asst./SE II B	Step raise	04/01/09	26	6.00	122	B14/3
Hanna	Chon	Instr. Asst./Tech.	Step raise	04/01/09	18	3.00	94	B14/4
Sheila	Hawrylew	Instr. Asst./Tech.	Step raise	05/01/09	19	3.75	212	B14/3
Gina	Matz	Painter	Step raise	05/01/09	53	8.00	533	B30/4
Linda	Jimenez-Martinez	Sup. Child Care Services	Step raise	05/01/09	60	8.00	275/343	B09/3
Rosalia	Martinez	Sup. Child Care Services	Step raise	05/01/09	60	8.00	343/318	B09/3
Tania	Ruiz	Social Service Asst.	Temporary additional hours 4/06-4/9/09	04/06/09	60	8.00	292/343	B17/6
Andrea	Sculz	TBTA	Termination - expired TB test	03/18/09	99		999	B24/6
Abril	Ceja De Anda	Instr. Asst./Rec./sub	Termination - no longer available	03/18/09	60		999	B11/1
Cynthia	Davis	Instr. Asst./Rec./sub	Termination - no longer available	03/18/09	60		999	B11/1
Joseph	Emmerling	Instr. Asst./Rec./sub	Termination - no longer available	03/18/09	60		999	B11/1
Mercedes	Felix Hernandez	Instr. Asst./Rec./sub	Termination - no longer available	03/18/09	60		999	B11/1
Diana	Kang	Instr. Asst./Rec./sub	Termination - no longer available	03/18/09	60		999	B11/1
Daisy	Zazueta	Instr. Asst./Rec./sub	Termination - no longer available	03/18/09	60		999	B11/1
Employee	1635		Termination - services no longer required	03/31/09	99		999	B14/6
David	Ben Jr.	Instr. Asst./Rec.	Transfer from ASP: Pac. Dr. to Ladera Vista	03/16/09	60	19.5/wk	329	
Jennifer	Fowler	Instr. Asst./Rec.	Transfer from ASP: Raymond to Pac. Dr.	04/20/09	60	19.75/wk	329	B11/2
Melissa	Pepin	After School Site Lead	Transfer from ASP: Woodcrest to Raymond	04/16/09	60	22.0/wk	329	B18/1
Karen	Simo	Instr. Asst./SE I	Transfer from Woodcrest to Richman	03/04/09	25	3.00	242	B14/6
Employee	815		Two days unpaid suspension	03/25/09		8.00		
Dionardo	Fauni	Custodian II	Unpaid leave of absence 3/16-5/4/09	03/16/09	26	8.00		B24/6
Sherrie	Williamson	Ed. Media Asst.	Unpaid leave of absence 5/04-5/29/09	05/04/09	30	24.0/wk		B19/4
Elissa	Sanchez	School Office Mgr.	Working out of classification	02/24/09	19	8.00	403	B25/1
John	Marino	Transporter/Custodian	Working out of classification	01/05/09	53	8.00	542	B20/4
Dong	Lee	Custodian II	Working out of classification	03/16/09	27	8.00		B24/5
Arturo	Perez	Glazier/Painter	Working out of classification 2/26-3/09/09	02/26/09	53	8.00		B30/4
Deanna	Padilla	After School Site Lead	Working out of classification 3/16-6/16/09	03/16/09	60	30.0/wk	85	B18/2
David	Struble	Warehouse Coord.	Working out of classification 3/05-6/03/09	03/05/09	50	8.00		B30/3

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1058 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$2,681.31 (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant numbered 1058 for the 2008/2009 school year. The total amount presented for approval is \$2,681.31.

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

01	General Fund	<u>\$2,681.31</u>
	Total	\$2,681.31

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

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

Recommendation: Approve/Ratify warrant numbered 1058 for the 2008/2009 school year in the amount of \$2,681.31 (District 40, Van Daele).

GC:SS:sf

CONSENT ITEM

DATE: June 2, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: APPROVE PARTICIPATION AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND THE MIND RESEARCH INSTITUTE FOR THE ST (SPATIAL TEMPORAL) MATH PROGRAM AT PACIFIC DRIVE SCHOOL FOR THE 2009/2010 SCHOOL YEAR

Background: Pacific Drive School recently applied for and was awarded a grant through the Orange County Math Initiative (OCMI) to implement the ST (Spatial Temporal) Math Program in grades 2-3 for the 2009/2010 school year. The grant represents a partnership between the Mind Research Institute, University of California, Irvine, Orange County Department of Education and the U.S. Department of Education.

The program at Pacific Drive will consist of students in grades 2-3 participating in self-paced lessons using the math software that develops competency in conceptual problem-solving strategies. The math software uses an engaging format that promotes success and builds confidence in students, and provides continual feedback for teachers to monitor student progress. UCI researcher, Dr. Margaret Burchinal, will conduct a research study on the implementation by monitoring mathematics achievement as part of the grant requirements.

Fullerton School District Technology and Media Services staff reviewed the required technology specifications and will provide support to the Pacific Drive School staff to implement the technology components of the program.

Rationale: The Mind Research Institute's ST Math program has been a successful mathematical learning tool for students in the Fullerton School District at both Fern Drive and Maple Schools. Pacific Drive students would benefit academically through their participation in the program.

Funding: There is no cost to the District. All costs are paid through the OCMI grant.

Recommendation: Approve Participation Agreement with Fullerton School District and the Mind Research Institute for the ST (Spatial Temporal) Math program at Pacific Drive School for the 2009/2010 school year.

JM:js
Attachment

MIND Research Institute

3651 S. Harbor Boulevard, Suite 200 • Santa Ana, California 92704
 Phone: (888) 751-5413 • Fax: (714) 751-5915
 www.mindresearch.net

Proposal

Quote Number: 3101
 Date: 2009-04-13
 Sales Person: Arthur Lin
 Valid Until: 2009-12-31

Bill To **Ship To**

Pacific Drive Elem School Pacific Drive Elem School
 1501 W Valencia Dr 1501 W Valencia Dr
 Fullerton, CA 92833 Fullerton, CA 92833

Pacific Drive Elementary 09/10 NEW Unlimited Perpetual License

Quantity	Part Number	Product	List Price	Unit Price	Ext. Price
1	1	MIND-2grade-unPerp Two-grade unlimited perpetual license • ST Math Software License for unlimited computers at the school site + Updates (if any) for grades 2 & 3 • Installation of ST Math Software on computers in one computer lab • 1 day ST Math Software training for teachers • ST Math Teacher Manuals with Scope and Sequence • Web-based Student & Class ST Math Feedback Reports • Service and Technical Support via Email, Phone, and Site Visit (as necessary)	\$23,000.00	\$15,000.00	\$15,000.00
2	1	Math Initiative Grant \$15,000 Orange County Math Initiative (Cohort 2) Grant	\$15,000.00	\$-15,000.00	\$-15,000.00

Subtotal: \$0.00
 Tax: \$0.00
 Shipping: \$0.00
 Total: \$0.00

Grand Total

Currency:	USD	Subtotal:	\$0.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total:	\$0.00

MIND

Research Institute

Exhibit A to Participation Agreement New Client: First Year Perpetual License

MIND and Client agree to the following fee schedule, terms, and conditions.

First Year Period: July 1, 2009 to June 30, 2010.

PO #: _____

See attached Quote Number _____, dated _____.

Please check here if Client is not implementing the MIND Music curriculum: _____

Client understands and agrees that:

1. The attached fee schedule states the fees for Client's first year of participation in the Perpetual License Program, commencing on the date that MIND installs the Software at Client's school ("Installation Date"). It states the portion of the fees that the Client is responsible for, if any, and the portion that will be paid by the Orange County Math Initiative Grant to MIND on the Client's behalf.
2. The Client agrees to maintain the Perpetual License Program by paying the annual mandatory Support and Maintenance Fee ("Support Fee") after the initial Program year.
3. The Support Fee shall be due and payable within 45 days after Client receives MIND's invoice in the subsequent renewal years. The Client is responsible for all Support Fees and will not receive Sponsorship funding to cover them.
4. If Client does not pay the Support Fees within the 45 days, Client shall remove all copies of the Software and return all materials to MIND. If Client does not pay the fees, the Agreement will expire one-year from the Installation Date.
5. All fees are non-refundable.
6. All fees are exclusive of any sales, use, or other applicable taxes.

In return for payment of all or part of the MIND fees by the Orange County Math Initiative Grant, Client agrees to:

- 1) Fully implement the ST Math or ST Math+Music program ("Program") as recommended by MIND. Full implementation includes, but is not limited to, the following:
 - a) Full participation by teachers in training session;
 - b) Classroom teachers teach/attend the software sessions;
 - c) All grades use software for recommended of time (2 45-minute sessions per week) in order to complete software curriculum;
 - d) If implementing music, music is taught by a professional music instructor;
 - e) If implementing music, in the first year of the program, all grades (grade 5 music is optional) attend music instruction 2 times per week.
- 2) Be a reference and visitation site. Set up a regular pre-determined schedule of at least 2 potential days per week when visitors can come to the school and observe students participating in the software and/or music components of the Program. Host one Open House for visitors per semester.
- 3) Participate in research studies on the effectiveness of the ST Math program. These studies may include researchers using pre- and post-test assessment instruments and MIND Research Institute instructional materials with students at the school. This will include access to school and individual student CST data.
- 4) Conduct benchmark assessments periodically during the year as mutually agreed (using assessment instruments chosen by Client) and share the results with MIND for publication.
- 5) Allow its principal, or other staff, when practical, to attend and present (at MIND's request and expense) at MIND or third party seminars and conferences.

The parties so agree.

Signature of Client's Authorized Representative

Print your Name & Title

School Name

School Address

Date

MIND Research Institute

Name

Signature of Authorized Representative

Title

Date

MIND

Research Institute

MIND Research Institute PARTICIPATION AGREEMENT

This agreement ("Agreement") is between MIND Research Institute, a California non-profit corporation with a place of business at 3631 South Harbor Boulevard, Suite 200, Santa Ana, California 92704, ("MIND"), and the undersigned client ("Client"). In consideration of the mutual covenants herein, and for valuable consideration received, we agree as follows:

1. **The Program.** MIND has approved Client's application to participate in MIND's Math+Music Program ("Program"). The Program includes a license to use computer software developed and owned by MIND ("Software"). The Program is designed to benefit elementary students. The Program includes music training and computer games that utilize a spatial-temporal approach to math concepts. There are two main components of the Program: STAR Software and Piano Keyboard Training.
2. **Cooperation.** Client agrees to use its best efforts to implement all of the policies and procedures relating to the Program.
 - a. Client agrees to implement the entire Program, and to use its best efforts to comply with the Program procedures and requirements as provided by MIND.
 - b. Client agrees to take all reasonable steps to ensure that students abide by the procedures and requirements of the Program. Client shall be responsible for student compliance with the Program, and for all communications with parents and guardians concerning the Program.
 - c. Client agrees to cooperate with MIND and provide MIND with such reasonable information, assistance, and advice as MIND may request with respect to the development, monitoring, and support of the Program.
 - d. MIND may modify the Program from time to time, including Software upgrades and changes to the procedures. The parties agree to cooperate in the implementation of any changes to the Program.
 - e. Client understands and agrees that MIND is not obligated to provide unlimited support services. MIND will provide Client with a "Published List of Services" specifying the Program customary support services that MIND provides. If Client requires substantially more services than stated in the Published List of Services, MIND may charge Client additional fees for the additional services.
3. **Payment.** Client agrees to make timely payment to MIND for any portion of the fees it has agreed to pay as stated in the fee schedule attached as Exhibit A. If Client is sponsored, Client's sponsor shall pay the fees it has agreed to pay as stated in Exhibit A.
4. **Term and Renewal.** This Agreement shall commence on the date that MIND installs the Software at Client's school ("Installation Date) and shall continue in force for a period of one year. Client may renew the Agreement unless Client is in material breach of the Agreement or has failed to cooperate. Approximately three (3) months prior to each anniversary of the Installation Date, MIND will inform Client via a written proposal for the fees due for the next renewal year. Upon Client's approval of the proposal, the parties will execute a revised Exhibit A, including a new Agreement termination date and the revised Exhibit A will be made part of this Agreement. If Client does not execute the revised Exhibit A, and make full payment for the renewal year, this Agreement shall terminate as of the applicable anniversary date. If Client wishes to add additional students or grades, MIND will provide Client with revised pricing that reflects the change. Client may end its participation in the Program at any time, in Client's sole discretion; however, in the event of early termination, Client shall not receive a refund of fees.
5. **Intellectual Property.** Client understands and agrees that MIND retains ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights. MIND shall retain ownership of all intellectual property owned by MIND and shared with Client in the course of this Agreement. MIND remains the exclusive owner of all intellectual property rights; Client has no rights in MIND's intellectual property other than to use it as specifically provided in this Agreement, and only for the term of this Agreement. This provision shall survive the termination of the Agreement. Upon termination of the Agreement, for any reason, Client shall remove all copies of the Software and return all printed materials to MIND. Client shall not copy or distribute, share, lend, or otherwise transfer the Software, or other intellectual property owned by MIND to any third party. Client agrees not to modify, reverse engineer, disassemble, or decompile the Software. Client shall not alter or remove any copyright or proprietary notices affixed to materials supplied to Client by MIND. Client shall have rights to use the property only:
 - a. for educational purposes and not for any commercial purpose
 - b. for the class or classes specified in Exhibit A
 - c. for the number of students specified in Exhibit A
 - d. as specified in this Agreement
 - e. as directed by MIND

- f. during the term of this Agreement.
6. **Confidentiality.** Each party agrees that certain information which it may receive from the other party will be confidential information ("Confidential Information") to the disclosing party. The parties shall hold the other party's Confidential Information in strict confidence. Confidential Information includes: (1) information relating to the development of MIND software or other products; (2) information related to the source code of the MIND software; and (3) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is summarized in writing or other tangible form within fifteen (15) days after such oral disclosure is made). Each party agrees, both during and after the term of this Agreement, to use the Confidential Information of the other party only in furtherance of this Agreement, and not to, directly or indirectly, disclose such Confidential Information, except to persons who have a need to know such Confidential Information in the performance of this Agreement. The parties shall prevent the unauthorized copying, use and/or disclosure of the other party's Confidential Information. This paragraph shall not apply to any information that: (1) becomes known to the general public without a breach of this provision; (2) is disclosed by the owner of the Confidential Information to others without restriction on the disclosure; (3) is obtained from a third party without breach of this provision; or, (4) must be disclosed by law. Each party agrees that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable injury to the party concerned. Accordingly, both parties agree that the remedy at law for any breach of this paragraph may be inadequate and that the party suffering from the unauthorized use or disclosure shall be entitled to ex parte injunctive relief to prevent any such breach or the threat of such a breach.
 7. **Use of Data:** Client authorizes MIND to collect data resulting from Client's participation in the Program, including school and student standardized test data, and to use the data for only for purposes of MIND's ongoing research and development. The raw data resulting from the Software shall be the property of MIND exclusively. MIND may request that Client authorize MIND to use the names and photographs of participating schools, and other such public information, for promotional and educational purposes only. Such use will comply with Client's guidelines and be included in the fee as stated in Exhibit A. MIND will not use the photographs or names of any participating student for promotional purposes without first obtaining the prior written consent of the student's parents. Further, MIND agrees to maintain the confidentiality of students' personal information.
 8. **Delivery and Acceptance.** MIND shall deliver all necessary program material to Client. MIND shall record each delivery in a "Deliverable Receipt" that sets forth the nature and condition of the Deliverables, the medium of delivery, and the date of delivery. If acceptable, Client shall sign the Delivery Receipt to indicate acceptance of the deliverables.
 9. **Compliance with Laws.** The parties shall comply with all applicable laws, rules, ordinances, and regulations regarding this Agreement.
 10. IN NO EVENT SHALL MIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE PRODUCTS OR PARTICIPATION IN THE PROGRAMS EVEN IF MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
 11. MIND SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS AND PROGRAMS ARE PROVIDED "AS IS". UNDER NO CIRCUMSTANCES SHALL MIND OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO MIND BY CLIENT. FURTHER, MIND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.
 12. **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable, all other provisions shall remain in force.
 13. **Waiver.** The terms of this Agreement may be waived only in writing. Any delay in enforcing rights shall not be construed as a waiver.
 14. **Entire Agreement.** This document contains the entire Agreement between the parties and supersedes any previous understandings or agreements, whether written or oral.
 15. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MIND and Client.
 16. **Third Parties.** Client agrees that if the Program or Products include property licensed to MIND by a third party, such third party is a beneficiary of this Agreement and may enforce it directly against Client.
 17. **Relationship.** This Agreement shall not place the parties in a relationship of partners, joint venturers, or agency. Neither party shall have the power to obligate the other in any way.
 18. **Equitable Relief.** In the event of material breach by either party, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. Client acknowledges that the unauthorized use, transfer, or disclosure of the MIND's

intellectual property will: (1) substantially diminish the value to MIND's trade secrets, intellectual property and other proprietary interests; (2) render MIND's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Client breaches its obligations with respect to the use or confidentiality of the materials provided by MIND under this Agreement, MIND shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief.

19. **Arbitration.** All disputes relating to this Agreement shall be finally settled by arbitration of the American Arbitration Association in Orange County, California. Both parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court with jurisdiction.
20. **Governing Law.** The laws of the State of California shall govern this Agreement.
21. **Notices.** All notices shall be in writing and shall be deemed duly given upon delivery to the other party to the address set forth in this Agreement, or as changed by written notification.

The parties so agree.

Signature of Client's Authorized Representative

Name

Title

Client

Address

Date

MIND Research Institute

Name

Signature of Authorized Representative

Title

Date

CONSENT ITEM

DATE: June 2, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: APPROVE PARTICIPATION AGREEMENT AND SOFTWARE LICENSE RENEWAL WITH FULLERTON SCHOOL DISTRICT AND THE MIND RESEARCH INSTITUTE FOR THE ST (SPATIAL TEMPORAL) MATH PROGRAM AND MATH + MUSIC SOFTWARE PROGRAM AT MAPLE SCHOOL FOR THE 2009/2010 SCHOOL YEAR

Background: Maple School has implemented the Mind Research Institute's Math + Music software program for the first time this year in grades 4 and 5. Maple School recently applied for and was awarded a grant through the Orange County Math Initiative (OCMI) to expand the implementation of the ST (Spatial Temporal) Math Program in grades 2-3 for the 2009/2010 school year. The grant represents a partnership between the Mind Research Institute, University of California, Irvine, Orange County Department of Education and the U.S. Department of Education. UCI researcher, Dr. Margaret Burchinal, will conduct a research study on the implementation by monitoring mathematics achievement as part of the grant requirements. Additionally, the Maple School staff requested the addition of the MIND Research Institute ST Math Algebra Readiness (AR) program for students in grade 6.

Rationale: The Mind Research Institute programs have been successful learning tools for students in the Fullerton School District for several years. It would be beneficial for Maple students in grades 2, 3 and 6 to participate in the expanded program.

Funding: There is no cost to the District for the ST Math program for grades 2 and 3. All costs for are paid through the OCMI grant. Cost for the Algebra Readiness (AR) program for grade 6 is not to exceed \$5,000.00 and is to be paid from the English Language Acquisition Program (ELAP) fund (#345).

Recommendation: Approve Participation Agreement and software license renewal with Fullerton School District and the Mind Research Institute for the ST (Spatial Temporal) Math program and Math + Music software program at Maple School for the 2009/2010 school year.

JM:js
Attachment

MIND Research Institute

3431 S. Harbor Boulevard, Suite 200 • Santa Ana, California 92704
 Phone: (951) 751-5843 • Fax: (714) 751-5815
 www.mindresearch.org

Proposal

Quote Number: 3115
 Date: 2009-04-14
 Sales Person: Arthur Lin
 Valid Until: 2009-12-31

Bill To **Ship To**

Maple Elementary School Maple Elementary School
 244 E Valencia Dr 244 E Valencia Dr
 Fullerton, CA 92832 Fullerton, CA 92832

Maple Elementary 09/10 Add-On to Unlimited Perpetual License

Quantity	Part Number	Product	List Price	Unit Price	Ext. Price
1	MIND-2grade-unPerp	Two-grade unlimited perpetual license • ST Math Software License for unlimited computers at the school site + Updates (if any) for add-on grades 2 & 3 • Music Instructional Materials & Music Instructor Training • Installation of ST Math Software on computers in one computer lab • 1 day ST Math Software training for teachers • ST Math Teacher Manuals with Scope and Sequence • Web-based Student & Class ST Math Feedback Reports • Service and Technical Support via Email, Phone, and Site Visit (as necessary)	\$23,000.00	\$15,000.00	\$15,000.00
2	1	Math Initiative Grant \$15,000 Orange County Math Initiative (Cohort 2) Grant	\$15,000.00	\$-15,000.00	\$-15,000.00

Subtotal: \$0.00
 Tax: \$0.00
 Shipping: \$0.00
 Total: \$0.00

Grand Total

Currency:	USD	Subtotal:	\$0.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total:	\$0.00

MIND Research Institute

3651 N. Harbor Boulevard, Suite 200 • Santa Ana, California 92704
Phone: (888) 751-5443 • Fax: (714) 751-5915
www.mindresearch.org

Proposal

Quote Number: 3159
Date: 2009-05-27
Sales Person: Arthur Lin
Valid Until: 2009-08-31

Bill To **Ship To**

Maple Elementary School Maple Elementary School
244 E Valencia Dr 244 E Valencia Dr
Fullerton, CA 92832 Fullerton, CA 92832

Quantity	Part Number	Product	List Price	Unit Price	Ext. Price
1		ST Math: AR add-on to K-5 unlimited perpetual lic	\$5,000.00	\$5,000.00	\$5,000.00
		ST Math: AR Included Components:			
		• ST Math Software License for 35 computers + Updates (if any)			
		• 1 day ST Math Software training for teachers (regionally located)			
		• ST Math Teacher Manuals with Scope and Sequence			
		• Web-based Student & Class ST Math Feedback Reports			
		• Service and Technical Support via Email and Phone			

Subtotal: \$5,000.00
Tax: \$0.00
Shipping: \$0.00
Total: \$5,000.00

MIND

Research Institute

Exhibit A to Participation Agreement New Client: First Year Perpetual License

MIND and Client agree to the following fee schedule, terms, and conditions.

First Year Period: July 1, 2009 to June 30, 2010.

PO #: _____

See attached Quote Number _____, dated _____.

Please check here if Client is not implementing the MIND Music curriculum: _____

Client understands and agrees that:

1. The attached fee schedule states the fees for Client's first year of participation in the Perpetual License Program, commencing on the date that MIND installs the Software at Client's school ("Installation Date"). It states the portion of the fees that the Client is responsible for, if any, and the portion that will be paid by the Orange County Math Initiative Grant to MIND on the Client's behalf.
2. The Client agrees to maintain the Perpetual License Program by paying the annual mandatory Support and Maintenance Fee ("Support Fee") after the initial Program year.
3. The Support Fee shall be due and payable within 45 days after Client receives MIND's invoice in the subsequent renewal years. The Client is responsible for all Support Fees and will not receive Sponsorship funding to cover them.
4. If Client does not pay the Support Fees within the 45 days, Client shall remove all copies of the Software and return all materials to MIND. If Client does not pay the fees, the Agreement will expire one-year from the Installation Date.
5. All fees are non-refundable.
6. All fees are exclusive of any sales, use, or other applicable taxes.

In return for payment of all or part of the MIND fees by the Orange County Math Initiative Grant, Client agrees to:

- 1) Fully implement the ST Math or ST Math+Music program ("Program") as recommended by MIND. Full implementation includes, but is not limited to, the following:
 - a) Full participation by teachers in training session;
 - b) Classroom teachers teach/attend the software sessions;
 - c) All grades use software for recommended of time (2 45-minute sessions per week) in order to complete software curriculum;
 - d) If implementing music, music is taught by a professional music instructor;
 - e) If implementing music, in the first year of the program, all grades (grade 5 music is optional) attend music instruction 2 times per week.
- 2) Be a reference and visitation site. Set up a regular pre-determined schedule of at least 2 potential days per week when visitors can come to the school and observe students participating in the software and/or music components of the Program. Host one Open House for visitors per semester.
- 3) Participate in research studies on the effectiveness of the ST Math program. These studies may include researchers using pre- and post-test assessment instruments and MIND Research Institute instructional materials with students at the school. This will include access to school and individual student CST data.
- 4) Conduct benchmark assessments periodically during the year as mutually agreed (using assessment instruments chosen by Client) and share the results with MIND for publication.
- 5) Allow its principal, or other staff, when practical, to attend and present (at MIND's request and expense) at MIND or third party seminars and conferences.

The parties so agree.

Signature of Client's Authorized Representative

Print your Name & Title

School Name

School Address

Date

MIND Research Institute

Name

Signature of Authorized Representative

Title

Date

MIND

Research Institute

MIND Research Institute PARTICIPATION AGREEMENT

This agreement ("Agreement") is between MIND Research Institute, a California non-profit corporation with a place of business at 3631 South Harbor Boulevard, Suite 200, Santa Ana, California 92704, ("MIND"), and the undersigned client ("Client"). In consideration of the mutual covenants herein, and for valuable consideration received, we agree as follows:

1. **The Program.** MIND has approved Client's application to participate in MIND's Math+Music Program ("Program"). The Program includes a license to use computer software developed and owned by MIND ("Software"). The Program is designed to benefit elementary students. The Program includes music training and computer games that utilize a spatial-temporal approach to math concepts. There are two main components of the Program: STAR Software and Piano Keyboard Training.
2. **Cooperation.** Client agrees to use its best efforts to implement all of the policies and procedures relating to the Program.
 - a. Client agrees to implement the entire Program, and to use its best efforts to comply with the Program procedures and requirements as provided by MIND.
 - b. Client agrees to take all reasonable steps to ensure that students abide by the procedures and requirements of the Program. Client shall be responsible for student compliance with the Program, and for all communications with parents and guardians concerning the Program.
 - c. Client agrees to cooperate with MIND and provide MIND with such reasonable information, assistance, and advice as MIND may request with respect to the development, monitoring, and support of the Program.
 - d. MIND may modify the Program from time to time, including Software upgrades and changes to the procedures. The parties agree to cooperate in the implementation of any changes to the Program.
 - e. Client understands and agrees that MIND is not obligated to provide unlimited support services. MIND will provide Client with a "Published List of Services" specifying the Program customary support services that MIND provides. If Client requires substantially more services than stated in the Published List of Services, MIND may charge Client additional fees for the additional services.
3. **Payment.** Client agrees to make timely payment to MIND for any portion of the fees it has agreed to pay as stated in the fee schedule attached as Exhibit A. If Client is sponsored, Client's sponsor shall pay the fees it has agreed to pay as stated in Exhibit A.
4. **Term and Renewal.** This Agreement shall commence on the date that MIND installs the Software at Client's school ("Installation Date) and shall continue in force for a period of one year. Client may renew the Agreement unless Client is in material breach of the Agreement or has failed to cooperate. Approximately three (3) months prior to each anniversary of the Installation Date, MIND will inform Client via a written proposal for the fees due for the next renewal year. Upon Client's approval of the proposal, the parties will execute a revised Exhibit A, including a new Agreement termination date and the revised Exhibit A will be made part of this Agreement. If Client does not execute the revised Exhibit A, and make full payment for the renewal year, this Agreement shall terminate as of the applicable anniversary date. If Client wishes to add additional students or grades, MIND will provide Client with revised pricing that reflects the change. Client may end its participation in the Program at any time, in Client's sole discretion; however, in the event of early termination, Client shall not receive a refund of fees.
5. **Intellectual Property.** Client understands and agrees that MIND retains ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights. MIND shall retain ownership of all intellectual property owned by MIND and shared with Client in the course of this Agreement. MIND remains the exclusive owner of all intellectual property rights; Client has no rights in MIND's intellectual property other than to use it as specifically provided in this Agreement, and only for the term of this Agreement. This provision shall survive the termination of the Agreement. Upon termination of the Agreement, for any reason, Client shall remove all copies of the Software and return all printed materials to MIND. Client shall not copy or distribute, share, lend, or otherwise transfer the Software, or other intellectual property owned by MIND to any third party. Client agrees not to modify, reverse engineer, disassemble, or decompile the Software. Client shall not alter or remove any copyright or proprietary notices affixed to materials supplied to Client by MIND. Client shall have rights to use the property only:
 - a. for educational purposes and not for any commercial purpose
 - b. for the class or classes specified in Exhibit A
 - c. for the number of students specified in Exhibit A
 - d. as specified in this Agreement
 - e. as directed by MIND

f. during the term of this Agreement.

6. **Confidentiality.** Each party agrees that certain information which it may receive from the other party will be confidential information ("Confidential Information") to the disclosing party. The parties shall hold the other party's Confidential Information in strict confidence. Confidential Information includes: (1) information relating to the development of MIND software or other products; (2) information related to the source code of the MIND software; and (3) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is summarized in writing or other tangible form within fifteen (15) days after such oral disclosure is made). Each party agrees, both during and after the term of this Agreement, to use the Confidential Information of the other party only in furtherance of this Agreement, and not to, directly or indirectly, disclose such Confidential Information, except to persons who have a need to know such Confidential Information in the performance of this Agreement. The parties shall prevent the unauthorized copying, use and/or disclosure of the other party's Confidential Information. This paragraph shall not apply to any information that: (1) becomes known to the general public without a breach of this provision; (2) is disclosed by the owner of the Confidential Information to others without restriction on the disclosure; (3) is obtained from a third party without breach of this provision; or, (4) must be disclosed by law. Each party agrees that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable injury to the party concerned. Accordingly, both parties agree that the remedy at law for any breach of this paragraph may be inadequate and that the party suffering from the unauthorized use or disclosure shall be entitled to ex parte injunctive relief to prevent any such breach or the threat of such a breach.
7. **Use of Data.** Client authorizes MIND to collect data resulting from Client's participation in the Program, including school and student standardized test data, and to use the data for only for purposes of MIND's ongoing research and development. The raw data resulting from the Software shall be the property of MIND exclusively. MIND may request that Client authorize MIND to use the names and photographs of participating schools, and other such public information, for promotional and educational purposes only. Such use will comply with Client's guidelines and be included in the fee as stated in Exhibit A. MIND will not use the photographs or names of any participating student for promotional purposes without first obtaining the prior written consent of the student's parents. Further, MIND agrees to maintain the confidentiality of students' personal information.
8. **Delivery and Acceptance.** MIND shall deliver all necessary program material to Client. MIND shall record each delivery in a "Deliverable Receipt" that sets forth the nature and condition of the Deliverables, the medium of delivery, and the date of delivery. If acceptable, Client shall sign the Delivery Receipt to indicate acceptance of the deliverables.
9. **Compliance with Laws.** The parties shall comply with all applicable laws, rules, ordinances, and regulations regarding this Agreement.
10. IN NO EVENT SHALL MIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE PRODUCTS OR PARTICIPATION IN THE PROGRAMS EVEN IF MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
11. MIND SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS AND PROGRAMS ARE PROVIDED "AS IS". UNDER NO CIRCUMSTANCES SHALL MIND OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO MIND BY CLIENT. FURTHER, MIND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.
12. **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable, all other provisions shall remain in force.
13. **Waiver.** The terms of this Agreement may be waived only in writing. Any delay in enforcing rights shall not be construed as a waiver.
14. **Entire Agreement.** This document contains the entire Agreement between the parties and supersedes any previous understandings or agreements, whether written or oral.
15. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MIND and Client.
16. **Third Parties.** Client agrees that if the Program or Products include property licensed to MIND by a third party, such third party is a beneficiary of this Agreement and may enforce it directly against Client.
17. **Relationship.** This Agreement shall not place the parties in a relationship of partners, joint venturers, or agency. Neither party shall have the power to obligate the other in any way.
18. **Equitable Relief.** In the event of material breach by either party, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. Client acknowledges that the unauthorized use, transfer, or disclosure of the MIND's

intellectual property will: (1) substantially diminish the value to MIND's trade secrets, intellectual property and other proprietary interests; (2) render MIND's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Client breaches its obligations with respect to the use or confidentiality of the materials provided by MIND under this Agreement, MIND shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief.

19. **Arbitration.** All disputes relating to this Agreement shall be finally settled by arbitration of the American Arbitration Association in Orange County, California. Both parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court with jurisdiction.
20. **Governing Law.** The laws of the State of California shall govern this Agreement.
21. **Notices.** All notices shall be in writing and shall be deemed duly given upon delivery to the other party to the address set forth in this Agreement, or as changed by written notification.

The parties so agree.

Signature of Client's Authorized Representative

Name

Title

Client

Address

Date

MIND Research Institute

Name

Signature of Authorized Representative

Title

Date

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Becky Silva, Assistant Director, Business Services
SUBJECT: **APPROVE AMENDMENT #2 TO CONTRACT #31929 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR IMPLEMENTATION AND SOFTWARE SUPPORT OF THE SUNGARD BI-TECH FINANCIAL SYSTEM**

Background: The Orange County Department of Education (OCDE) operates the Bi-Tech System for approximately thirty (30) school districts and community colleges within the County. Fullerton School District began using the Bi-Tech Financial System in the 1998/1999 fiscal year.

The 2007/2008 contract was approved/ratified by the Board of Trustees on October 23, 2007, and contains language allowing annual renewals for up to five years. The purpose of Amendment #2 is to renew the contract for the 2009/2010 fiscal year. All aspects of the contract remain the same as in 2007/2008, except the cost. The cost for 2009/2010 is \$68,159.00.

Rationale: Sungard Bi-Tech is the financial system used by the Fullerton School District. OCDE is the service provider and software support provider. The proposed contract defines the terms of service, software support, charges, and any additional requirements of either party.

Funding: The cost for this system is for a not-to-exceed amount of \$68,159.00 and will be paid from the General Fund (01), 0153050799-5810.

Recommendation: Approve Amendment #2 to Contract #31929 with the Orange County Department of Education (OCDE) for implementation and software support of the Sungard Bi-Tech Financial System.

GC:BS:gs
Attachment

AMENDMENT #2
FULLERTON SCHOOL DISTRICT
SUNGARD BI-TECH SYSTEM
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2007, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Sixty-eight thousand one hundred fifty-nine dollars (\$68,159.00) for annual software support services for fiscal year 2009-2010. Annual software support service charges due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service fees annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support the Bi-Tech software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service charges due for each renewal period ninety (90) days prior to the end of each renewal period.

////
////
////

1 2009 -2010 Annual Software Support Service Fees

2	Basic Financial/Budget	\$46,630.00
3	School Site Finance	\$ 7,423.00
4	Fixed Assets	\$ 6,683.00
5	Stores Inventory	<u>\$ 7,423.00</u>
6	TOTAL	\$68,159.00

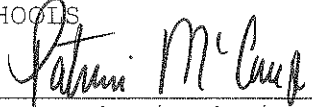
7 2.0 Except as expressly herein amended, said AGREEMENT of July 1,
8 2007, shall in all respects be and remain in full force and effect.

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

10 FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

11 BY: _____
12 Authorized Signature

BY:  _____
Authorized Signature

13 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

14 TITLE: _____

TITLE: Coordinator

15 DATE: _____

DATE: April 16, 2009

20 FullertonSD-Sungard(31939)2009-2010Amend2
21 ZIP4

CONSENT ITEM

DATE: June 2, 2009

TO: Mitch Hovey, Ed.D., Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE INSTRUCTIONAL MATERIALS FUNDING REALIGNMENT PROGRAM (IMFRP) WAIVER TO THE CALIFORNIA DEPARTMENT OF EDUCATION TO POSTPONE THE ENGLISH LANGUAGE ARTS MATERIALS ADOPTION TO FISCAL YEAR 2011/2012**

Background: The Fullerton School District's Mission is to provide an innovative, high-quality educational program for all students. FSD is facing fiscal challenges due to declining enrollment and reduction and/or elimination of several state and federal budgets. The IMRFP funding has been reduced by 20% for the 2009/2010 school year. Education Code 60422 outlines the requirements of the IMFRP that states "by the beginning of the first school term that commences no later than 24 months after those materials were adopted by the State Board of Education." FSD seeks to postpone the adoption of the *ELA Program Type 2 - Basic with English Language Development* for 12 additional months to the Fall of 2011. FSD currently has standards-aligned, State Board of Education approved resources available from the previous English Language Arts adoption. On October 14, 2008, FSD Board of Trustees approved the resolution that ensured the availability of textbooks and instructional materials for all students.

During the 2009/2010 school year, FSD would like to focus implementation and training in the area of the *ELA Program Type 5 - Intervention for English Learners* to ensure a successful adoption process for our students who are two or more years below grade level in grades 4-8 .

Rationale: Approving the IMRFP Waiver will allow FSD reserve funds during the 2009/2010 school year to ensure that adequate funding will be available during the 2011/2012 fiscal year to purchase state adopted English Language Arts materials and provide ongoing professional development to support the implementation of the ELA materials.

Funding: Not applicable.

Recommendation: Approve Instructional Materials Funding Realignment Program (IMFRP) Waiver to the California Department of Education to postpone the English Language Arts Materials Adoption to fiscal year 2011/2012.

JM:SA:lc
Attachment

SPECIFIC WAIVER REQUEST – Instructional Materials Funding Realignment Program (IMFRP)

(Rev. 4-24-09) <http://www.cde.ca.gov/re/lr/wr/>
Page 1 of 3

“24 Month” Rule

Send Original plus one copy to:

Waiver Office, California Department of Education
1430 N Street, Suite 5602
Sacramento, CA 95814

Faxed originals will not be accepted!

Send electronic copy and back-up material to: waiver@cde.ca.gov

CD CODE						
3	0	6	6	5	0	6

Local educational agency: Fullerton Elementary School District			Phone contact and recipient of approval/denial notice: Mitch Hovey, Ed.D. (714) 447-7405 Susan Albano (714) 447-7541			Contact person's e-mail address: mitch_hovey@fsd.k12.ca.us susan_albano@fsd.k12.ca.us		
Address: (City)		(State)		(ZIP)		Phone (and extension, if necessary): (714) 447-7400		
1401 West Valencia Drive Fullerton		CA		92833		Fax number: (714) 447-7454		
Period of request: (month/day/year) From: Sept. 1, 2010 To: Aug. 31, 2012			Local board approval date: (Required) June 2, 2009			Date of Public Hearing: (Required) June 2, 2009		

LEGAL CRITERIA

1. Authority for the waiver: Specific code section: EC 60422(c)(1) through (3)

Section 60422(c) The State Board of Education may grant the school district additional time to meet the purchasing requirements of subdivision (a) if the governing board of the school district demonstrates, to the satisfaction of the state board, that all of the following criteria apply to the district:

- (1) The school district has implemented a well designed, standards-aligned basic instructional materials program.
- (2) The school district, at the time of its request for additional time pursuant to this subdivision, has sufficient textbooks or basic instructional materials for use by each pupil.
- (3) The school district has adopted a plan for the purchase of standards-aligned instructional materials in accordance with subdivision (a) but the plan indicated an alternative date for compliance that is declared in the request for additional time.

2. Education Code Section to be waived: EC 60422(a) “24 month” rule for IMFRP adoptions

Curriculum Area: Eng/Lang Arts Basic Program **Grade Levels:** K-8 **Alternative Date for Compliance** 2011-2012 (12 month delay)

Note: Mathematics waivers are not needed see **EC Section 60422.1 (a)**

3. Collective bargaining unit information.

Does the district have any employee bargaining units? No If yes, please complete required information below:

Bargaining units) consulted on date(s): May 5, 2009

Name of bargaining unit **and** name of representative(s) consulted:
Fullerton Elementary Teacher's Association (FETA); Andy Montoya, President

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

Comments (if appropriate) **FSD Curriculum Steering Committee comprised of teachers, parents, and District staff are in support of the waiver.**

IMFRP “24 Month” Rule

4. Education Code or California Code of Regulations section to be waived.

EC 60422. (a) A local governing board shall use funding received pursuant to this chapter to ensure that each pupil is provided with a standards-aligned textbook or basic instructional materials, as adopted by the State Board of Education subsequent to the adoption of content standards pursuant to Section 60605 for kindergarten and grades 1 to 8, inclusive, or as adopted by the local governing board pursuant to Sections 60400 and 60411, for grades 9 to 12, inclusive. Pupils shall be provided with standards-aligned textbooks or basic instructional materials by the beginning of the first school term that commences no later than 24 months after those materials were adopted by the State Board of Education.

5. Desired outcome/rationale. Give a general description of what adoption you want to postpone and the reason:

Fullerton Elementary School District (FSD) is requesting a one-year waiver to postpone the adoption of new instructional materials for K-8, *English Language Arts Program Type 2 - Basic with English Language Development*, extended from fall 2010 to fall 2011. This would extend the use of our current standards-aligned, state approved textbooks from 7 years to 8 years. This waiver would allow FSD to address several pending issues.

FSD has a strong commitment to teacher quality and standards-aligned instruction. We implement a benchmark system that strongly correlates with the State CSTs. Our textbook adoption process is comprehensive, including review of grade level standards, analysis and review of new resources, an extensive piloting process, and professional development support. The district is currently, fully involved in the adoption of the new state approved 4-8 *English Language Arts Program Type 5 - Intervention for English Learners* textbooks and will be implementing these Intervention resources in the fall, 2009. The district would like to focus implementation and training in the area of the Intervention Program to ensure a successful adoption process for our students who are two or more years below grade level in grades 4th through 8th. Our EL population has also increased over the last two years from 4,180 students to 4,454 students.

Additionally, FSD is undergoing changes in staffing due to the state and federal fiscal crisis and district declining enrollment. More than 150, K-8 teachers, have received lay-off notices. Many of our teachers are now being reassigned to different grade levels. Adopting new ELA materials would make planning for teachers and the district difficult at this time. Additionally, the district’s Educational Services staff has been significantly reduced. This staff will also need to be reassigned to the classroom. With our current state adopted ELA materials in place, FSD’s state test scores indicate positive growth with an API of 813 up from 798 in 2007.

In 2009-2010, FSD would like to focus our limited resources on staff development to support the ELA-Program Type 5 Intervention implementation for students in grades 4th through 8th and provide staff development for teachers transitioning into new grade levels. The 12-month extension for the *ELA Program Type 2 - Basic with English Language Development* will give us an opportunity to restructure our ELA program to accommodate both the ELA Basic Program as well as those students who will be placed in the ELA Intervention including our English learner students.

With the approval of this waiver, FSD will follow the following schedule for English/Language Arts:

Subject Area	Grade	Year of Adoption Implementation
English/Language Arts – Program Type 5 Intervention for English Learners	4 - 8	2009-2010 implementation
English/Language Arts – Program Type 2 Basic with English Language Development	K - 8	2011-2012 *exceeds 24 month requirement by 12 months

See Attachment A

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

Has there been a Coordinated Compliance Review finding on this issue? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If yes, please attach explanation or copy of CCR finding)		
District or County Certification – I hereby certify that the information provided on this application is correct and complete.		
Signature of Superintendent or Designee: >	Title: Superintendent	Date: June 2, 2009
Signature of SELPA Director (only if a Special Education Waiver) > n/a		Date: n/a
FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY		
Staff Name (<i>type or print</i>):	Staff Signature: >	Date:
Unit Manager (<i>type or print</i>):	Unit Manager Signature: >	Date:
Division Director (<i>type or print</i>):	Division Director Signature: >	Date:
Deputy (<i>type or print</i>):	Deputy Signature: >	Date:

SPECIFIC WAIVER REQUEST IMFRP “24 Month” Rule

IMFRP -1 (Rev. 4-24-09)

Page 3 of 3

Attachment A: Desired Outcome/Rationale for Waiver

I. Responses to the Statutory Criteria for Waiver Approval:

EC 60422(c) The State Board of Education may grant the school district additional time to meet the purchasing requirements of subdivision (a) if the governing board of the school district demonstrates, to the satisfaction of the state board, that all of the following criteria apply to the district:

1. The school district has implemented a well-designed, standards-aligned basic instructional materials program.

FSD implements a comprehensive adoption process to ensure that teachers have access to the materials that will best meet the needs of our student population. In year one of this process, a selected committee of teachers representing all grade levels, district staff, and parents develop a *District Lens* to create a profile, that serves as a guide, to help make informed decisions regarding the needs of the students and teachers. This committee also creates adoption criteria for the review of new resources that is created from the analyses of the content Frameworks and state testing blueprints, state and district assessment data, and professional development needs. The committee spends several days reviewing new resources and makes preliminary recommendations for each grade level.

FSD Curriculum Steering Committee (CSC), representing parents, teachers, and administrators, are advised of the process throughout the year. During the school year, teachers representing all grade levels select materials, based on the *District Lens* and pilot these materials in their classrooms. In the spring, the committee and the CSC members reconvene to make a final recommendation for district-wide adoption to the Board of Education. During the implementation year and beyond, professional development is offered through district-wide staff development release days, grade level Professional Learning Communities (PLCs), junior high school department meetings, and after-school training opportunities. This process is followed for all past and current adoption cycles.

K – 8 English/Language Arts Intervention Program Type 5 (Adoption Activities 2008-2009, Implementation beginning fall 2009-2010)

During the 2008-09 school year, FSD selected two *English Language Arts Program Type 5 - Intervention for English Learners* to pilot for students in grades 4th through 8th. FSD began the selection process by implementing the comprehensive adoption process as described above. The materials selected to pilot are *Language! Focus on English Learning*, 4th Edition by Sopris West Educational Services and *California Gateways* by Houghton Mifflin Company. Pilot teachers are currently in the second rotation of the piloting process. The CSC has met on a regular basis, has received updates, and provided input on the process. In May 2009, teachers will meet to determine the strengths and weaknesses of each program and make a selection that they will recommend for approval to the FSD Board of Education. Once approved, ELA Intervention materials will be purchased beginning July, 2009 for fall implementation. Professional development activities to support the new materials will be planned for August, 2009 and throughout the school year. These activities will include training during district-wide staff development days, PLC grade level meetings, junior high school ELA department meetings, and after school training opportunities.

K – 8 English/Language Arts Intervention Basic Program (Proposed: Adoption Activities 2010-2011, Implementation beginning fall 2011-2012)

K-8 English Language Arts materials will be implemented beginning in the fall of 2011-2012. Adoption activities will begin in the summer 2010 with committees of teachers, parents, site administrators, and district staff who will complete a comprehensive review of the State adopted ELA Program Type 2 materials. Teachers selected from all K-8 grade level will pilot these materials throughout the school year. The CSC will meet on a regular basis to review the progress of the pilot teachers. The FSD Board of Education will approve the ELA materials

selected in May, 2011. Beginning in the fall 2011, all English Language Arts elementary and junior high school teachers will be involved in a series of professional development activities during district-wide staff development days, Professional Learning Community (PLC) grade level meetings, junior high school ELA department meetings, and after school training opportunities.

2. The school district, at the time of its request for additional time pursuant to this subdivision, has sufficient textbooks or basic instructional materials for use by each pupil.

FSD has sufficient textbooks for every student in all grades to use in the classroom and to use for homework. The district meets the William’s Audit requirements in all core subject areas (Education Code 60119). In September of each year, the Orange County Department of Education (OCDE) conducts on-site audits for selected schools to ensure that all students have the required textbooks. FSD has successfully maintained compliance per the OCDE William’s Audits. FSD also maintains a Textbook Library at the District Office. Teachers may request additional textbooks, when needed, which are delivered to their sites.

Attachments:

- Fullerton School District October 14, 2008 Governing Board Meeting Agenda Action Item 2a Public Hearing Approval: Resolution No. 08/09-04, Determining Steps to Ensure Availability of Textbooks and Instructional Materials, Grades K-8, Fiscal Year 2008-09 [FSD Attachment #1]
- Board Policy 6161 Equipment, Books, and Materials [FSD Attachment #2]

3. The school district has adopted a plan for the purchase of standards-aligned instructional materials in accordance with subdivision (a) but that plan indicated an alternative date for compliance that is declared in the request for additional time.)

FSD’s Textbook Adoption Timeline (see below) includes one school year for adoption committee activities, followed by the purchase and implementation of adopted materials at the beginning of the next school year. FSD also maintains a Textbook Procurement Plan for the expenditure of IMFRP and state Lottery funding for the purchase of State adopted materials. FSD utilizes these funding sources for the purchase of consumable textbooks/workbooks, replacement materials, and textbooks/materials needed for additional enrollment at various grade levels or specific content areas. IMFRP and state Lottery annual allocations have not been sufficient to fund newly adopted textbooks each year. FSD has been able to purchase required materials due to carryover funding from the 2002-05, when there were no core K-8 adoption expenditures. A portion of the carry-over funds, for the 2008-09 fiscal year, will be utilized to support the ELA Program Type 5 Intervention materials as well as for the purchase of Algebra Readiness mathematics consumable materials for 7th grade students.

Fullerton School District Textbook Adoption Timeline

Subject Area	Grade	Year of Adoption Implementation
Social Science	K - 8	2006-2007 fully implemented
Science	K - 8	2007-2008 fully implemented
Mathematics	K - 8	2008-2009 fully implemented
English/Language Arts – Program Type 5 Intervention for English Learners	4 - 8	2009-2010 implementation
English/Language Arts – Program Type 2 Basic with English Language Development	K - 8	2011-2012 *exceeds 24 month requirement by 12 months
Social Science	K - 8	2013-2014 (scheduled to adopt on time)

Attachments:

- Fullerton School District Textbook Procurement Plan [FSD Attachment #3]

II. Assessment Information: STAR and local assessments in the particular subject matter

2008 Academic Performance Index (API)

FSD’s Academic Performance Index (API) of 813 exceeds the State target of 800 by 13 points. FSD has continued to make growth in the API over a five-year period (67 points) from 746 to 813. Additionally, 14 of 20 FSD schools met or exceeded their 2007 API Growth Targets. FSD has 10 schools that are at or above the State target of 800, while 3 of these 10 sites are above 900. Of the 6 schools that did not meet their growth targets, 2 of the 6 schools have API scores well above 800.

2008 Adequate Yearly Progress (AYP)

FSD met 35 of its 37 Adequate Yearly Progress (AYP) indicators. The only subgroup that did not meet the AYP targets in 2007 and 2008 were our students with disabilities in the area of language arts. FSD is now in Year 1 of Program Improvement. The California Department of Education approved the FSD Local Educational Agency (LEA) Plan Addendum in January, 2009. The LEA Plan Addendum ensures that the district will provide adequate interventions for students before school, after school, during summer school, and including adopting the ELA Program Type 5 Intervention materials. Additionally, 7 of 20 schools did not meet their AYP ELA targets for one or more subgroups. FSD currently has three identified Program Improvement (PI) sites. Over the last two years, two of our PI sites exited PI status due to meeting all AYP targets for all subgroups.

2008 California Standards Tests (CSTs)

The percent of students achieving at the State target of proficient or above on CST in English/Language Arts, increased at all K-8 grade levels except for 5th grade which went down one percentage point from 2007 to 2008. In comparison with the county and the state, FSD scores are higher than both Orange County and California.

2008 Title III Accountability and California English Language Development Test (CELDT)

FSD met and exceeded all three AMAO targets for English learner students for the 2008 school year. The recent release of the 2008-09 CELDT scores demonstrates a 10 percentage point gain in the number of EL students meeting English proficiency. FSD English proficiency scores increased from 35% to 45% during the 2008-09 school year. EL students met all growth API and AYP growth targets in 2008.

FSD Benchmark Assessments

FSD implements a systematic, comprehensive benchmark program. All K-8 students are assessed three times per year in language arts, writing, and mathematics. A recent correlation study of FSD benchmarks, conducted by the Orange County Department of Education, showed a statistically strong correlation in student achievement on the District benchmarks and student achievement on the California Standards Tests in both language arts and mathematics. All teachers have access to *DataDirector* where they can immediately access student benchmark scores as well as CST, CELDT, and other achievement test scores. Teachers utilize assessment information to make informed instructional decisions and to place students in appropriate interventions or enrichment programs.

III Summary Rationale: Request for an Alternative Date of Compliance for EC 60422(a)

The Fullerton School District's Mission is to provide an innovative, high-quality educational program for all students. The adoption process in FSD provides ongoing professional development for teachers representing all schools and all grade levels. Adoption activities and implementation of standards-aligned materials require data analysis, standards review, and professional development on instructional and intervention strategies. During the 2009-10 school year, FSD would like to focus implementation and training in the area of the *English Language Arts Program Type 5 - Intervention for English Learners* to ensure a successful adoption process for our students who are two or more years below grade level in grades 4th through 8th.

FSD is facing fiscal challenges due to declining enrollment and reduction and/or elimination of several state and federal budgets. Many teachers have received lay-off notices during the 2008-09 school year. This will create additional combination classrooms and teachers who will be teaching different grade levels for the 2009-10 school year. Staff development funds and a reduction in support staff make professional development for these teachers very difficult. FSD currently has standards-aligned, State Board of Education approved resources available from the previous English Language Arts adoption for an additional year of use.

Fullerton Elementary School District (FSD) is requesting a one-year waiver to postpone the adoption of new instructional materials for *English Language Arts Program Type 2 - Basic with English Language Development* extended from fall 2010 to fall 2011. This would extend the use of our current standards-aligned, state approved textbooks from 7 years to 8 years.

CONSENT ITEM

DATE: June 2, 2009

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

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

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: **APPROVE 2009/2010 MASTER CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) PURCHASING DIVISION FOR MEDI-CAL ADMINISTRATIVE ACTIVITIES**

Background: This board item provides for the local billing administration of the Medi-Cal Administrative Activities through the Orange County Department of Education. The Local Educational Consortium is required by the Federal Government for processing of Administrative claims.

Rationale: Based upon the requirements of the Medi-Cal Administrative Activities, a local organization is responsible for the oversight of these claims. The Orange County Department of Education is the responsible Local Education Consortium for the purpose of oversight for Medi-Cal claims.

Funding: Total cost of this contract is determined by the revenue earned and currently is at 5% paid to OCDE. This revenue is unrestricted and is returned to the General Fund.

Recommendation: Approve 2009/2010 master contract between the Fullerton School District and the Orange County Department of Education (OCDE) Purchasing Division for Medi-Cal administrative activities.

MLD:LH:vr
Attachment

2 FULLERTON SCHOOL DISTRICT
3 MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 24th day of April,
6 2009, by and between the Orange County Superintendent of Schools,
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local
8 Educational Consortium (LEC), hereinafter referred to as
9 SUPERINTENDENT, and the Fullerton School District, 1041 West
10 Valencia Drive, Fullerton, California 92833, hereinafter referred to
11 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively
12 referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an Agreement
15 with the California State Department of Health Care Services,
16 hereinafter referred to as STATE, which is incorporated herein by
17 this reference, to serve as the Local Educational Consortium (LEC)
18 for the Region 9 in accordance with the California Welfare and
19 Institutions Code Section 14132.47(c) (1); and

20 WHEREAS, SUPERINTENDENT has been designated by the STATE
21 to represent school districts and county offices located in Region
22 9, hereinafter referred to as LEA (Local Education Agency) to
23 administer Medi-Cal Administrative Activities (MAA) as described in
24 the California Welfare and Institutions Code, Section 14132.47(c)
25 (1); and

WHEREAS, the goal of the Medi-Cal Administrative
Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative
6 Activities and wishes to participate in the Medi-Cal Administrative
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2009, and ending on June 30, 2010,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT - In the event funding is
13 continued by the State of California - Department of Health Care
14 Services for any period or periods from July 1, 2009 through June
15 30, 2010, SUPERINTENDENT'S responsibilities shall include the
16 following:

- 17 a. Certify to the STATE the amount of DISTRICT'S general
18 funds or any other funds allowed under federal law and
19 regulation expended on the allowable "Program
20 activities".
- 21 b. Certify to the STATE the availability and expenditure of
22 one hundred percent (100%) of the non-federal cost of
23 performing Program activities.
- 24 c. Certify to the STATE that DISTRICT expenditures
25 represent costs that are eligible for federal financial
participation for that fiscal year.

- 1 d. Act as liaison between STATE and DISTRICT.
- 2 e. Represent DISTRICT'S issues, concerns, and questions at
3 scheduled statewide LEC Committee meetings and MAA
4 Program work groups.
- 5 f. As mandated by STATE, attend STATE trainings.
- 6 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
7 and trainings.
- 8 h. On behalf of STATE, provide STATE approved training
9 materials and updates to DISTRICT.
- 10 i. On behalf of STATE, provide Program technical
11 assistance.
- 12 j. Review time survey trainings conducted by or for the
13 DISTRICT.
- 14 k. Review DISTRICT'S quarterly time survey forms for
15 accuracy and completeness and request corrections if
16 necessary.
- 17 l. Review and submit the detailed quarterly invoice with
18 Claiming Unit Functions Grid to the STATE on behalf of
19 the DISTRICT and convey to the DISTRICT by warrant all
20 funds received on behalf of DISTRICT from the STATE less
21 any amount due the SUPERINTENDENT as defined in Section
22 5.0 of this AGREEMENT. No funds will be conveyed to
23 DISTRICT for invoices that have been disallowed by the
24 STATE.
- 25 m. Monitor compliance of DISTRICT with all Federal, State,
and SUPERINTENDENT'S PROGRAM requirements.

1 n. Review DISTRICT'S Operational Plan Audit/File at least
2 once every three (3) years.

3 o. Designate an employee to act as liaison to DISTRICT
4 regarding issues relating to this AGREEMENT.

5 3.0 RESPONSIBILITIES OF DISTRICT - In the event funding is
6 continued by the State of California - Department of Health Care
7 Services for any period or periods from July 1, 2009 through June
8 30, 2010, DISTRICT'S responsibilities shall include the following:

9 a. Assess MAA claiming potential within the DISTRICT and
10 determine which staff will participate in the time
11 survey and what direct charges, if applicable, will be
12 claimed.

13 b. Certify to the SUPERINTENDENT and STATE the amount of
14 DISTRICT'S general funds or any other funds allowed
15 under Federal law and regulations expended on the
16 allowable "Program activities".

17 c. Comply fully with all Title XIX Federal, State, and
18 SUPERINTENDENT'S Program requirements.

19 d. Certify to SUPERINTENDENT and STATE the availability and
20 expenditure, from allowable non-federal funding sources,
21 of one hundred percent (100%) of the cost of performing
22 Program activities.

23 e. Certify to SUPERINTENDENT and STATE expenditures
24 represent costs that are eligible for federal financial
25 participation for that fiscal year.

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- f. If subcontracting for Program coordination and training, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor.
- g. Ensure that DISTRICT'S designated MAA Coordinator attends quarterly Region 9 LEC MAA Coordinators trainings and meetings.
- h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, time surveys, reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.
- i. Conduct time survey trainings for all DISTRICT survey participants.
- j. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- k. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
- l. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.
- m. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.

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n. Develop and maintain an Operational Plan/Audit File to include at a minimum the following:

- Training materials and original attendance sheets
- Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
- Time certification and supporting documentation for direct charge staff
- Claiming Unit Functions Grids
- Position Descriptions/Duty Statements
- Medi-Cal Percentage documentation
- Invoice documents and supporting documentation.
- Contracts/MOU
- Organizational Charts
- Resource Directories
- Program review documentation

o. Prepare and certify school-based MAA Invoice and Claiming Unit Functions Grid in conformance with STATE requirements.

p. Submit quarterly claim to SUPERINTENDENT within twelve (12) months following the end of the quarter.

q. Provide SUPERINTENDENT with copies of MAA invoice supporting documentation upon request.

r. Maintain Program claim documentation for a period of not less than three (3) years after the quarterly invoice payment is received. If an audit is in progress, all records relevant to the audit shall be retained until completion of the audit or final resolution, whichever is later. Such documentation shall be subject, at all

1 reasonable times, to inspection and/or audit by the CMS,
2 Federal, STATE, and/or SUPERINTENDENT.

3 s. In the event an Invoice/Claiming Unit Functions Grid is
4 revised or is disallowed by STATE, agree to reimburse
5 SUPERINTENDENT within thirty (30) days of receipt of an
6 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
7 payment to the STATE for DISTRICT'S revised or
8 disallowed Invoice/Claiming Unit Functions Grid.

9 t. Ensure no duplicative billings.

10 u. Hold SUPERINTENDENT harmless from any federal
11 disallowance of MAA claim payments made to DISTRICT by
12 the STATE.

13 v. Designate an employee to act as a liaison with
14 SUPERINTENDENT to provide DISTRICT specific information
15 relative to MAA Program administration and fiscal
16 issues.

17 w. Complete and return with the fully executed AGREEMENT,
18 SUPERINTENDENT'S Medi-Cal Administrative Activities
19 (MAA) District Information 2009/2010 form, Exhibit "A",
20 attached hereto and incorporated by reference herein.

21 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
22 DISTRICT'S responsibilities outlined in Section 3.0 of this
23 AGREEMENT and after SUPERINTENDENT has received reimbursement from
24 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT
25 shall convey to DISTRICT by warrant, all funds received on behalf of
DISTRICT from the STATE less any amount due the SUPERINTENDENT and

1 STATE as determined in Section 5.0 below. No funds will be conveyed
2 to DISTRICT for invoices that have been revised or disallowed by the
3 STATE. Payment to DISTRICT shall be made within forty-five (45)
4 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

5 5.0 FEE SCHEDULE.

6 A. Annual STATE Participation Fee. SUPERINTENDENT will be
7 responsible for DISTRICT share of the STATE Participation Fee, which
8 is based on the STATE'S cost for administering the MAA claiming
9 process. In the event that the STATE costs for the 2009/2010 fiscal
10 year exceed the amount of the STATE costs for the 2008/2009 fiscal
11 year contracted with SUPERINTENDENT, SUPERINTENDENT will reduce
12 DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S share of
13 the STATE Participation Fee increase.

14 B. SUPERINTENDENT'S Administrative Support Fees. After
15 SUPERINTENDENT has received reimbursement from the STATE for
16 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
17 DISTRICT an amount equal to the Federal share of cost received as
18 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
19 five percent (5%) fee per quarterly claim which will be used to
20 support SUPERINTENDENT'S MAA administration.

21 C. The obligations of SUPERINTENDENT and DISTRICT under this
22 AGREEMENT are contingent upon the availability of funds furnished by
23 the United States Government. In the event that such funding is
24 terminated or reduced, this AGREEMENT may be terminated, and
25 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
be limited to a pro rated amount of funding actually received by the

1 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
2 SUPERINTENDENT shall provide DISTRICT written notification of such
3 termination. Notice shall be deemed given when received by the
4 DISTRICT or no later than three (3) days after the day of mailing,
5 whichever is sooner.

6 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
7 this AGREEMENT, shall be and act as an independent contractor.
8 SUPERINTENDENT understands and agrees that he/she and all of his/her
9 employees shall not be considered officers, employees or agents of
10 the DISTRICT, and are not entitled to benefits of any kind or nature
11 normally provided employees of the DISTRICT and/or to which
12 DISTRICT'S employees are normally entitled, including, but not
13 limited to, State Unemployment Compensation or Workers'
14 Compensation. SUPERINTENDENT assumes full responsibility for the
15 acts and/or omissions of his/her employees or agents as they relate
16 to the services to be provided under this AGREEMENT. SUPERINTENDENT
17 shall assume full responsibility for payment of all federal, state
18 and local taxes or contributions, including unemployment insurance,
19 social security and income taxes with respect to SUPERINTENDENT'S
20 employees.

21 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
22 enforce appropriate discipline and good order among its employees
23 and shall not knowingly employ any unfit person or anyone not
24 skilled in providing the services required under this AGREEMENT.
25 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
opinion, is incompetent, unfit, intemperate, troublesome or

1 otherwise undesirable shall be excluded from providing services
2 under this AGREEMENT and shall not again provide services except
3 with written consent of DISTRICT.

4 8.0 COPYRIGHT.

5 A. DISTRICT understands and agrees that all forms, plans, and
6 related instructional materials developed by SUPERINTENDENT or
7 DISTRICT under this AGREEMENT shall become the exclusive property of
8 Department of Health Care Services. The Department of Health Care
9 Services shall have all right, title and interest in said matters,
10 including the right to secure and maintain the copyright, trademark
11 and/or patent all forms and related instructional materials
12 developed under this AGREEMENT.

13 9.0 HOLD HARMLESS.

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

22 B. DISTRICT hereby agrees to indemnify, defend, and hold
23 harmless SUPERINTENDENT, the Orange County Board of Education, and
24 its officers, agents, and employees from liability and claims of
25 liability for bodily injury, personal injury, sickness, disease, or
death of any person or persons, or damage to any property, real,

1 personal, tangible or intangible, arising out of the negligent acts
2 or omissions of employees, agents or officers of DISTRICT during the
3 term of this AGREEMENT.

4 10.0 CONFIDENTIALITY.

5 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
6 of their respective records and information, governing the
7 confidentiality of client or student information for Medi-Cal
8 clients served under this AGREEMENT. Applicable laws include, but
9 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
10 431.300, Welfare and Institutions Code, Section 14100.2 and 22
11 California Code of Regulations Section 51009 and all applicable
12 federal and/or state laws or regulations as each may now exist or be
13 hereafter amended. The confidentiality obligations contained in
14 this section shall survive termination of this AGREEMENT.

15 B. DISTRICT understands and agrees to take all reasonable
16 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
17 agents' proprietary data provided for purposes of this AGREEMENT
18 hereinafter defined as; data file specifications, related
19 instructions, management reports, training materials, plans or other
20 information relating to the performance of SUPERINTENDENT'S agents
21 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
22 to this AGREEMENT. DISTRICT shall not during or after the term of
23 this AGREEMENT, permit the copying, duplication, or use of any of
24 SUPERINTENDENT'S agents' proprietary data by or to any person other
25 than authorized employees, agents or representatives of DISTRICT.

1 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
2 to assure that the information supplied to SUPERINTENDENT hereunder
3 shall be true, complete, and accurate in all respects. DISTRICT
4 shall assume sole responsibility for the truth, completeness and
5 accuracy of all information supplied to SUPERINTENDENT and agrees
6 that SUPERINTENDENT shall have no responsibility or liability for
7 the truth, completeness or accuracy of any information submitted by
8 DISTRICT hereunder.

9 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
10 for damages or losses to DISTRICT employees, agents, independent
11 contractors or students relating to lost medical services or lost
12 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
13 any sums DISTRICT does not obtain in reimbursement from the STATE,
14 or for any incidental, indirect, special or consequential damages to

15 DISTRICT arising from the denial of any request for reimbursement
16 from the STATE.

17 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
18 AGREEMENT shall not be assigned by the DISTRICT without prior
19 written approval of SUPERINTENDENT.

20 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
21 must meet the approval of the DISTRICT and shall be subject to the
22 DISTRICT'S general right of inspection to secure the satisfactory
23 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
24 with all federal, state and local laws, rules, regulations and
25 ordinances that are now or may in the future become applicable to
SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in

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

3 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
5 employ any unlawful discriminatory practices in employment of
6 personnel or in any other respect on the basis of sex, race, color,
7 ethnicity, national origin, ancestry, religion, age, martial status,
8 medical condition, sexual orientation, physical or mental disability
9 or any other protected group in accordance with the requirements of
10 all applicable Federal or State law.

11 16.0 TOBACCO USE POLICY. In the interest of public health,
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
13 use of any tobacco products are prohibited in buildings and
14 vehicles, and on any property owned, leased or contracted for by the

15 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
16 to abide with conditions of this policy could result in the
17 termination of this AGREEMENT.

18 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
19 or without cause, terminate this AGREEMENT with the giving of thirty
20 (30) days prior written notice to the other party.

21 18.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other shall be in writing and given
23 either by: (a) personal service or (b) by U.S. Mail, mailed either
24 by registered or certified mail, return receipt requested, with
25 postage prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. As of the
4 date of this AGREEMENT, the addresses of the parties are as follows:

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

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

14 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
15 redress for violation of, or to insist upon, the strict performance
16 of any term or condition of this AGREEMENT shall not be deemed a
17 waiver by that party of such term or condition, or prevent a
18 subsequent similar act from again constituting a violation of such
19 term or condition.

20 20.0 SEVERABILITY. If any term, condition or provision of this
21 AGREEMENT is held by a court of competent jurisdiction to be
22 invalid, void, or unenforceable, the remaining provisions will
23 nevertheless continue in full force and effect, and shall not be
24 affected, impaired or invalidated in any way.

25 21.0 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.

22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supercedes any prior or contemporaneous understanding or

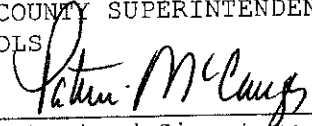
1 agreement with respect to the services contemplated, and may be
2 amended only by a written amendment executed by both Parties to the
3 AGREEMENT.

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

5 DISTRICT: FULLERTON SCHOOL
6 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
8 Authorized Signature

BY:  _____
Authorized Signature

9 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

10 TITLE: _____

TITLE: Coordinator

11 DATE: _____

DATE: April 24, 2009

12 _____
13 FEDERAL IDENTIFICATION NUMBER
14

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16 FSD-MAA(34344)2010
17 ZIP4
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Local Educational Consortium Medi-Cal Administrative Activities
 Region 9 • Imperial, Orange, and San Diego Counties
 Administered by the Orange County Superintendent of Schools

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
 DISTRICT INFORMATION
 2009/2010**

1. DISTRICT

District Name *County*

Claiming Unit: _____

2. DISTRICT MAA COORDINATOR

Name *District Job Title*

Street Address *City, State* *Zip*

Mailing Address *City, State* *Zip*

Phone (please include extension) *Fax* *Email*

3. SUPERVISOR OF DISTRICT MAA COORDINATOR

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

4 (a) ALTERNATE DISTRICT CONTACT - MAA COORDINATOR DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

(b) ALTERNATE DISTRICT CONTACT - FISCAL DESIGNEE

Name *District Job Title*

Phone (please include extension) *Fax* *Email*

5. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2009: _____ July 2009: _____

August 2009: _____ September 2009: _____

Alternate District Contact during summer (June – September, 2009)

Phone

Email

6. FIRST STUDENT ATTENDANCE DATE(S) _____, 2009 _____, 2009

7. STUDENT ATTENDANCE BREAKS - Winter: _____ to _____, 2010

- Spring: _____ to _____, 2010

8. MAA COORDINATION & TRAINING SUBCONTRACTOR

Company Name

Contact

Contact Job Title

Mailing Address

City, State

Zip

Phone

Fax

Email

PRINTED NAME OF PERSON FILLING OUT FORM

JOB CLASSIFICATION TITLE

DATE

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores
SUBJECT: **APPROVE/RATIFY PURCHASE OF LCD PROJECTORS AND HIGH-RESOLUTION DOCUMENT CAMERAS BY PIGGYBACKING OFF OF THE REDLANDS UNIFIED SCHOOL DISTRICT BID AWARD NO. 19-08**

Background: In order to meet the current requests for LCD projectors and high-resolution document cameras, the District is seeking permission to purchase items from Redlands Unified School District Bid No. 19-08. This bid includes additional audio and video equipment and supplies that the District purchases throughout the year. The governing board of the Redlands Unified School District approved this bid on October 28, 2008, to purchase various audio visual equipment.

Public Contract Code Section 20118 provides authority for the governing board of a school district to purchase from another public agency without going out to bid if the board determines it to be in the best interest of said district.

Rationale: When required audio and video equipment and supplies would be purchased through the Redlands USD Bid No. 19-08 to obtain the best pricing.

Funding: These purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve/Ratify purchase of LCD projectors and high-resolution document cameras by piggybacking off of the Redlands Unified School District Bid Award No. 19-08.

GC:RM:gs
Attachment

COUNTY FORM NO. 12
REGULAR AUDIT
SCHOOL CLAIMS DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: Redlands Unified School District

SUBJECT MATTER: Award Bid No. 19-08

DATE OF ACTION: October 28, 2008


IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

Award Bid No. 19-08, for Audio Visual Equipment to be purchased per school site based on need, to the lowest responsible/responsive bidders, to be funded by site budgets. Authorize Vincent J. Christakos, Assistant Superintendent, Business Services, or Carol Oedekerck, Purchasing Manager, to sign on behalf of the Board.

AUTHORITY:	EDUCATION CODE	SECTION: _____
	GOVERNMENT CODE	SECTION: _____
	OTHER:	NUMBER: _____

SUPPORTIVE DATA:

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.


SIGNATURE: ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

DATE: October 29, 2008

PROOF OF PUBLICATION
(2015.5 C.C.P.)

(Space below for stamp only)

STATE OF CALIFORNIA
County of San Bernardino
ss.

The undersigned hereby certifies as follows:

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of twenty-one years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Redlands Daily Facts, a newspaper of general circulation, published daily except Saturday in the City of Redlands, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Bernardino, State of California, under the date of October 10, 1927, Case Number 26980; that the notice, of which the annexed is a true printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on each of the following dates, to-wit:

8/19, 8/26

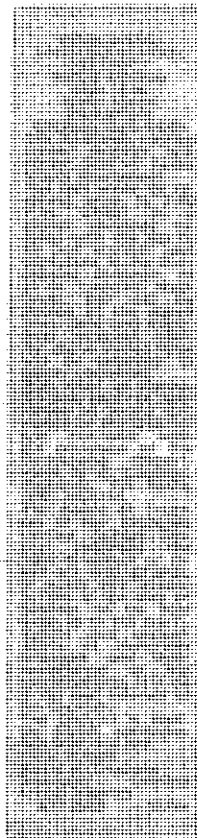
all in the year 20 08.

I certify under the penalty of perjury that the foregoing is true and correct.

Melinda Jones
Signature

Executed on the 27 day of August 20 08, at Redlands, in the County of San Bernardino, State of California.

Proof of Publication of



INSTRUCTIONS CON'T PAGE 6

13. WARRANTY

Warranty periods and terms shall be stated in the bid response. The vendor agrees that all items furnished under this agreement shall be covered by the most favorable commercial warranties (to include merchantability) that the vendor provides any customer for such items, and that the right and remedies provided therein are in addition to any other provision of this agreement.

14. INDEPENDENT CONTRACTOR

While providing the items included herein, the vendor is an independent contractor and not an officer, employee, or agent of the School District.

15. PARTICIPATION BY OTHER DISTRICTS AND CONTINUING CONTRACT

Other districts in the State of California may procure items off this bid under the same terms and condition stated in this bid. REF: PCC 30118. Said school district public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the District and the vendor.

16. RECYCLED ALTERNATIVES

The District reserves the right to select the item specified or the recycled alternate, whichever is in the best interest of the District.

17. DISABLED VETERAN BUSINESS ENTERPRISE REQUIREMENTS

In accordance with Education Code Section 17076.11, this district has a participation goal for disabled veteran business enterprises of at least 3 percent per year of the overall dollar amount of funds allocated to the district by the State Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the school district. At the time of execution of the contract, the contractor will provide a statement to the district of anticipated participation of disabled veteran business enterprises in the contract. Prior to, and as a condition precedent for final payment under any contract for such project, the contractor shall provide appropriate documentation to the district identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the district can assess its success at meeting this goal.

18. The District anticipates purchasing our audio visual needs during the next 3 years extended as needed in school years from this bid for the following sites:

1. The purpose of the is bid is to purchase supplies and equipment (as needed) for various sites in the Redlands Unified School District over a three year period. This bid is to be in force for a period of THREE years from date of award.
2. The District must be notified of any change in Manufacturer's List Pricing over this period within (10) ten days of any change.
3. Any exceptions to across the board discounts off of Manufacturer's Price List should be submitted with bid documents.

4. The District anticipates doing approximately \$250,000 worth of audio visual at the following campuses during each year. In addition the District anticipates stocking a new high school prior to August 2009:

Arroyo Verde Elementary School
Seattle Middle School
Bryn Mawr Elementary School
Crafton Elementary School
Cram Elementary School
Franklin Elementary School
Highland Grove Elementary School
Judson Elementary School
Kimberly Elementary School
Kingsbury Elementary School
Lugonia Elementary School
Mariposa Elementary School
McKinley Elementary School
Mentone Elementary School
Smiley Elementary School
Victoria Elementary School
Clement Middle School
Cope Middle School
Moore Middle School
Redlands High School
Redlands East Valley High School
Citrus Valley High School **new opens August 2009**
Orangewood High School
RISE
Adult School
District Office Facilities
Service Center
Transportation

5. The period of time that prices quoted herein shall remain in effect shall be for a minimum period of 360 days after bid award. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed a period of three years.
6. Bid prices are to include shipping, FOB Redlands Unified School District. When product is ordered delivered, assembled, and set in place, (if applicable) all shipping material is to be removed from site.
7. Delivery shall be made within 90 days after receipt of a purchase order, unless vendor has made arrangements for a longer delivery period. A penalty of \$2.00 per day per each \$1000 value for each calendar day may be assessed to the vendor for late delivery.
8. Twenty-four (24) hour notice shall be given to district representative listed on purchase order prior to any installations.
9. Attached is a list of the manufacturers on which we are asking for bids. Please complete the form, listing your percentage off manufacturer's list price for each manufacturer. Please also include the manufacturer's price list for each manufacturer bid. Also attached are standard items for our District which we are asking for individual prices on. Please also fill out and price this form and include with bid.

AWARD BY MANUFACTURER FOR AUDIO VISUAL SUPPLIES AND EQUIPMENT BID 19-08

MANUFACTURER QUANTITY	Vender name:	MANUFACTURES PRICE LIST		
		1-10.	11-20.	21+
3M	Troxell	15%	17%	18%
ACCO	Troxell	15%	17%	17%
AIVIN	NB			
AMPLIVOX	Troxell	15%	17%	17%
ANCHOR	Troxell	17%	20%	25%
APOLLO	Troxell	15%	17%	17%
ASTASTIC	NB			
ATLAS SOUND	Troxell	15%	15%	20%
AUDIO-TECHNICA	Troxell	15%	17%	20%
AVERMEDIA	Troxell	15%	15%	15%
BALT	Troxell	15%	17%	20%
BOGEN IMAGING	Troxell	15%	15%	15%
BOGEN COMMUNICATIONS	Troxell	15%	15%	20%
BMS	Troxell	15%	17%	20%
BRETFORD	Troxell	45%	45%	45%
BUHL	Troxell	17%	20%	20%
BUSINESS MACHINE SECURITY (BMS)	Troxell	15%		
BUSINESS MACHINE SECURITY (BMS)	Business Machine Security		22%	30%
CALIFONE	Troxell	20%	22%	25%
CANON	Troxell	15%	17%	17%
CHESTRON	Troxell	15%	15%	15%
COVID	Troxell	15%	15%	20%
DALITE	Troxell	17%	20%	20%
DRAPER	Troxell	17%	20%	20%
EIKI	Troxell	15%	17%	20%
ELMO	Troxell	27%	27%	27%
EPSON	Troxell	20%	20%	20%
EXTRON	NB			
FOCUS	Troxell	15%	15%	15%
H. WILSON	Troxell	15%	17%	20%
HAMILTON	Troxell	15%	17%	20%
HITACHI INTERACTIVE WHITEBOARDS EXCLUDING ACCESSORIES	Troxell	18%	18%	18%
HITACHI PROJECTORS EXCLUDING LAMPS AND ACCESSORIES	Troxell	30%	30%	30%
INSIGNIA	NB			
INTERLINK	Troxell	15%	15%	15%
JVC	Troxell	15%	15%	15%
KEN-A-VISION	Troxell	20%	20%	20%
KRAMER	Troxell	30%	30%	30%
LG ELECTRONICS	Troxell	10%	10%	10%
LIBERTY WIRE AND CABLE	Troxell	10%	10%	10%
LUMENS	Troxell	15%	15%	15%
LUXOR	Troxell	17%	20%	30%
3M	Troxell	15%	17%	18%

CONSENT ITEM

DATE: June 2, 2009

TO: Board of Trustees

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

PREPARED BY: Kathy Ikola, Assistant to the Superintendent

SUBJECT: **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND BLACKBOARD CONNECT INC. FOR THE USE OF THE *CONNECT-ED* PARENT NOTIFICATION SYSTEM EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2012**

Background: In August 2005, the Fullerton School District investigated parental notification and absence verification systems. Representatives from several companies were contacted and submitted information and/or proposals. An agreement was reached for services with Notification Technologies, Inc. for the use of their *Connect-ED* parent notification system. This agreement was approved by the Board of Trustees on January 17, 2006 and was in effect January 18, 2006 through November 30, 2008, at which time an amendment was approved to extend the contract through June 30, 2009.

Due to the successful implementation and Districtwide use of this parent notification system, the Board of Trustees is being asked to approve a new three-year contract with Blackboard Connect (aka *Connect-ED*) effective July 1, 2009 through June 30, 2012.

Rationale: The *Connect-ED* parent notification system has provided web-based automated contacts with parents concerning student absences. It has also allowed messages to be sent to remind parents of important dates, changes in schedules, and most importantly, information about emergency situations.

Funding: General Fund.

Recommendation: Approve contract between the Fullerton School District and Blackboard Connect Inc. for the use of the *Connect-ED* parent notification system effective July 1, 2009 through June 30, 2012.

MH:ki
Attachment

Contract Instructions – Renewal

Thank you and welcome to the *Connect-ED* service. To complete processing of your contract, please follow the three steps, below:

Step 1. **Fax a signed copy** of the attached Services Agreement to (818) 450-0425.

Step 2. **Choose “a” or “b”** (YES or NO) below:

a) Do you wish to have an original, signed contract returned to you?

If YES, check the box below and confirm the name of the addressee.

YES – please return an original, signed contract to:

Attention: _____

(b) If you do not require return of your original contract, a fully- executed copy will be returned to you by FAX. Please confirm the name of the addressee and provide your FAX number.

NO – a FAX copy is all I need. Please FAX a copy to:

Attention: _____

Fax Number: _____

Step 3. **Mail your signed original(s)*** of the Services Agreement to:

Blackboard Connect Inc.
Attn: Toni Long
650 Massachusetts Ave NW
6th Floor
Washington, DC 20001

Note: If you requested in item #3 above that an original document be returned, please forward TWO signed originals of the Services Agreement. To receive a FAX copy only, send ONE signed original.

**Implementation begins upon receipt of a FAX copy of the signed Services Agreement!
Our Client Care department will then contact the appropriate parties at the client’s site to coordinate orientation.
When the original contracts are received, we will promptly return one fully-executed contract copy of our contract for your records. If you have any questions, please contact:**

Toni Long, Contract Specialist
Tel: (202) 463-4860, ext. 2592
Email: Toni.Long@Blackboard.com



SERVICES AGREEMENT – Connect-ED® for K-12

This SERVICES AGREEMENT (this “Agreement”) dated May 15, 2009 (the “Effective Date”), is entered into by and between Fullerton School District, California (the “Customer”) and Blackboard Connect Inc., a Delaware corporation and wholly-owned subsidiary of Blackboard Inc. (“Blackboard Connect”) (collectively, the “Parties” and individually, the “Party”), whereby the Customer, on behalf of itself and the schools within the Customer’s district (with such schools to be included in the defined term “Customer” used herein), wishes to utilize Blackboard Connect’s Connect-ED® service and any other modules to which the Customer subscribes (collectively, the “Service”) subject to and in accordance with the following terms and conditions and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Service.** In consideration for the Service Fee (as defined below), Blackboard Connect shall provide the Customer with the Service. The Customer will only use the Service to send unlimited any-time messages to parents of enrolled students, administrators, faculty, staff, and board members (individually, a “Recipient,” and collectively, the “Recipients”). The Customer will provide all contact data for Recipients (the “Recipient Data”). Telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees shall be payable by the Customer or Recipient. The Customer may purchase additional modules from Blackboard Connect at the then-current pricing by issuing a purchase order (or other accepted ordering method) to Blackboard Connect for such module. Any such additional modules shall be governed by the terms and conditions of this Agreement.
2. **Term; Termination.** This Agreement will commence on July 1, 2009 (the “Service Start Date”) and will continue for three (3) years thereafter (the “Initial Term”). Thereafter, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”), unless either Party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. Notwithstanding the foregoing, if Customer inputs any information or other data into Blackboard Connect’s systems prior to the Service Start Date in order to prepare for the start of the Service and/or sends any messages prior to the Service Start Date, the Customer expressly accepts that the terms and conditions of this Agreement will also apply during that earlier period.
 - a. **Termination with Cause.** Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, the Customer will receive a prorated refund of the annual Service Fee (minus the Support Fee if any) calculated from the date of termination to the end of the applicable annual period. This Agreement can be terminated immediately by Blackboard Connect for non-payment.
 - b. **Effect of Termination.** In the event of termination or expiration of this Agreement, the Customer will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to Blackboard Connect all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to Blackboard Connect within a reasonable time at the Customer’s cost. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.
3. **Fees.** In consideration for the use of the Service during the Initial Term, the Customer will pay Blackboard Connect an annual Support Fee of \$1,000.00 and an Annual Message Fee of two dollars and seventy-five cents (\$2.75) per enrolled student per year (collectively, the “Service Fee”), calculated as follows:
 - a. For the first year of the Initial Term, the Message Fee will be \$36,300.00 (i.e., \$2.75 x 13,200 students). A total Service Fee of 37,300.00 (including the Support Fee) will be invoiced on execution of the Agreement. Calculation of the aggregate Annual Message Fee for subsequent years after the first year of the Initial Term will be \$2.75 per student per year based on the number of enrolled students in the Customer’s district for each year of the Initial Term. For subsequent Renewal Terms beyond the expiration of the Initial Term, the Service Fee shall be at Blackboard Connect’s then-current pricing.
 - b. Fees are paid at the beginning of each annual period and are due in no event later than thirty (30) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.
 - c. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt from and provides Blackboard Connect with a copy of Customer’s tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.
4. **Confidentiality.** Each Party agrees to maintain the confidentiality of the other Party’s Confidential Information (as defined below), with no less than a reasonable degree of care. Blackboard Connect “Confidential Information” shall include, but not limited to, the Service and all documents relating to the provision of Service including but not limited to the training guides and manuals. Each Party agrees to limit access to the Confidential Information to those of its employees and agents who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Blackboard Connect does not rent, trade, or sell Recipient Data received from Customer to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service.
5. **Privacy Policy and Acceptable Use Policy.** The Customer agrees to comply with the then current Acceptable Use Policy and Privacy Policy (collectively, the “Policies”) (which can be found at the Blackboard Connect Website located at www.blackboardconnect.com, as amended from time to time. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will prevail.
6. **Representations and Obligations.** The Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service and with respect to the content and transmission of its messages sent using the Service; (ii) it will use best efforts in providing accurate and complete Recipient Data; (iii) it has met all legal, regulatory and contractual requirements in providing, and

using, the Recipient Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call a Recipient; (iv) it will maintain the confidentiality of its password and account information, and agrees to notify Blackboard Connect in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (v) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, “First Responder Services”) which do not utilize the Service; (vi) it will not subject Blackboard Connect to any regulations or laws due to the import of certain Recipient Data; (vii) it will not send messages to Recipients who have opted out of receiving messages from the Customer; (viii) if Customer licenses data from Blackboard Connect, it will only use such data licensed from Blackboard Connect to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such data licensed from Blackboard Connect if such activity would violate an applicable law, regulation or contract; and (ix) it will not use the Service in combination with products or services not provided by Blackboard Connect or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. The Customer agrees to defend, indemnify and hold harmless Blackboard Connect against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys’ fees) in connection with any claim or action that arises from the content or effects of any messages the Customer distributes using the Service or the Customer’s use of the Service.

7. **Limitation of Liability.** In no event will Blackboard Connect, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, reliance, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by the other Party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of this Agreement, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Blackboard Connect, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond Blackboard Connect’s reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the Customer’s or any third party’s applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Blackboard Connect. Under no circumstances will the aggregate liability of Blackboard Connect to the Customer or any third party arising out of or related to this Agreement or the provision of the Service, exceed the aggregate fees paid to Blackboard Connect under this Agreement during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of Blackboard Connect for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the Customer shall be responsible for all claims and damage resulting from misuse of the Service by the Customer or its users including reimbursement of any expenses incurred by Blackboard Connect in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of this Agreement would be substantially different.
8. **Limited Warranty.** **THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BLACKBOARD CONNECT EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT. NEITHER BLACKBOARD CONNECT NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND (C) BLACKBOARD CONNECT AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE. In the event of the Service’s failure to comply with this Agreement, the Customer’s sole remedy shall be to terminate the Agreement. The Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Blackboard Connect shall not be liable for any death, personal injury or damage to property. The Customer also acknowledges and agrees that the primary recourse of the Customer in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Service is not intended to replace First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.**
9. **Miscellaneous.** The Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in this Agreement grants or transfers to the Customer any ownership rights in the foregoing materials or the Service. Each Party may seek any relief, including equitable relief provided under law. The Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Confidential Information, without the express written permission of Blackboard Connect. This Agreement will be governed and interpreted in accordance with the governing law of the state of the Customer. In addition to any other relief awarded, the prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys’ fees and costs. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement. In the event that any provision of this Agreement is invalid under applicable law, the remainder of this Agreement will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the Parties and is valid under applicable law. Blackboard Connect is providing a service to the Customer as an independent contractor. No

provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Blackboard Connect or Customer, any rights, remedies or other benefits under or by reason of this Agreement. All notices to Blackboard Connect must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to the attention of the Legal Department at the address on the signatory page. Notices to the Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address on the signature page and to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign this Agreement without the other Party's prior written consent, provided, that Blackboard Connect may assign this Agreement without the Customer's prior consent to (i) a parent, subsidiary or affiliate of Blackboard Connect or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Blackboard Connect. Any assignment made in conflict with this provision shall be void subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the Parties. The Agreement may be executed in counterparts-and a signature on a copy of this-Agreement received by either Party by facsimile is binding upon the other Party as an original. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter hereof, and supersedes all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. Except as stated herein, this Agreement may be amended only in writing that refers explicitly to this Agreement and that is signed by an authorized representative of both Parties.

By signing below, the Customer represents and warrants that it has read and understands all applicable parts of this Agreement, including the Policies, and that person who has signed this Agreement for the Customer is authorized to execute and deliver this Agreement on its behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

<p>FULLERTON SCHOOL DISTRICT</p> <p>AUTHORIZED SIGNATORY: _____</p> <p>NAME & TITLE: _____</p> <p>NOTICE ADDRESS:</p> <p>1401 W. VALENCIA DRIVE FULLERTON, CA 92833-3998</p> <p>NAME: KATHY IKOLA, ASST. PRINCIPAL</p> <p>TEL: (714) 447-7465</p> <p>EMAIL: KATHY_IKOLA@FSD.K12.CA.US</p> <p>FAX: _____</p>	<p>BLACKBOARD CONNECT INC.</p> <p>AUTHORIZED SIGNATORY: _____</p> <p>NAME & TITLE: _____</p> <p>NOTICE ADDRESS:</p> <p>BLACKBOARD CONNECT INC. 650 MASSACHUSETTS AVE. NW 6TH FLOOR WASHINGTON, DC 20001</p> <p>NAME: TESS FRAZIER, VP</p> <p>TEL: (202) 463-4860, EXT. 2592</p> <p>EMAIL: TESS.FRAZIER@BLACKBOARD.COM</p> <p>FAX: (818) 450-0425</p>
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Fax a signed copy of the contract to (818) 450-0425; Attn: Toni Long, Contract Specialist
Tel: (202) 463-4860, EXT. 2592; Email: Toni.Long@Blackboard.com

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1089 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$2,836.13 (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant numbered 1089 for the 2008/2009 school year. The total amount presented for approval is \$2,836.13.

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

01	General Fund	<u>\$2,836.13</u>
	Total	\$2,836.13

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

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

Recommendation: Approve/Ratify warrant numbered 1089 for the 2008/2009 school year in the amount of \$2,836.13 (District 48, Amerige Heights).

GC:SS:sf

CONSENT ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS BETWEEN FULLERTON SCHOOL DISTRICT AND SCRIBA EDUCATIONAL SERVICES, INC.**

Background: A dispute arose between the Parties concerning SCRIBA's claims for payment for services rendered with respect to certain contracts entered into or alleged to have been entered into between SCRIBA and the Fullerton School District for the After School Education and Safety (ASES) Program and the 21st Century Community Learning Center Program, and the validity of the termination of all of SCRIBA's contracts with the Fullerton School District. Both parties came to a mutual agreement at a court sponsored settlement conference on May 15, 2009.

Rationale: The May 15, 2009 settlement conference between the parties rendered a mutual settlement agreement and release of claims agreement to resolve the issues in dispute. The District agreed to a \$34,000 settlement representing a half-year of service by SCRIBA prior to termination of contract with Fullerton School District. Payment is to be made prior to the close of the 2008-2009 school district fiscal budgetary year.

Funding: Total cost of this settlement agreement is to be in the amount of \$34,000 from the general fund.

Recommendation: Approve settlement agreement and mutual release of claims between Fullerton School District and SCRIBA Educational Services, Inc.

MLD:mld

ACTION ITEM

DATE: June 2, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: **HOLD PUBLIC HEARING AND APPOINT JANET MCNEILL TO THE PERSONNEL COMMISSION**

Background: The Board of Trustees announced their intent to appoint Ms. Janet McNeill as their representative to the Personnel Commission at the April 21, 2009 Board of Trustees' meeting. Ms. McNeill will be filling Mr. Geoff Spalding's remaining term that is due to expire on December 1, 2009.

- Education Code 45246 requires that the Board of Trustees conduct a public hearing prior to appointment of a Personnel Commissioner. Following the Public Hearing, the Board must approve the appointment of its nominee or make a substitute appointment.

Funding: Not applicable.

Recommendation: Hold Public Hearing and appoint Janet McNeill to the Personnel Commission.

KC:ph

ACTION ITEM

DATE: June 2, 2009

TO: Mitch Hovey Ed.D., District Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **ADOPT CALIFORNIA GATEWAYS FOR GRADES 4-8 ENGLISH LANGUAGE ARTS INTENSIVE INTERVENTION TEXTBOOK MATERIALS**

Background: For the past ten weeks, fourteen classroom teachers have piloted *Language!* and *California Gateways* English Language Arts intensive intervention textbook materials in grades 4-8. Under the supervision of Becky D'Arrigo, Coordinator of Curriculum and Instruction, the teachers piloted each intervention program for five weeks, evaluating each program based on standards alignment, program organization, assessment, universal access, and instructional planning and support. At the conclusion of the textbook piloting process, pilot teachers completed evaluations of each program and met together to discuss the results of their evaluations.

After evaluation of the textbook instructional materials for grades 4-8, the recommended materials were presented to the Curriculum Steering Committee (CSC). On May 21, 2009 the Curriculum Steering Committee voted to recommend to the Board of Trustees *California Gateways* textbook materials be adopted for grades 4-8.

The recommended textbook materials are on the current California Department of Education Adoption List and are aligned with the California English Language Arts Framework and Standards. The Consortium of Reading Excellence (CORE) teacher components include a Teacher Guide and transparencies. The CORE student components include practice book, anthology, and writer's notebook.

Rationale: In September 2008, Fullerton School District (FSD) was identified as a Program Improvement (PI) District because the subgroup, Students with Disabilities, did not meet Adequate Yearly Progress (AYP) requirements in language arts for two consecutive years. The California Department of Education (CDE) required FSD to write an Addendum to the FSD Local Educational Agency Plan (LEA Plan) to address specific actions to increase student achievement. On December 9, 2008, the Board of Trustees approved the LEA Plan Addendum, which was submitted to the CDE and approved by the CDE in February 2009. The LEA Plan Addendum includes specific actions and goals that address teaching and learning needs for low-achieving students, scientifically research-based instructional strategies, measurable achievement goals and targets, professional development needs, intervention opportunities and materials, and increasing parental involvement.

Funding: The cost for English Language Arts Intensive Intervention textbook materials for grades 4-8 are for the approximate amount of \$300,000 to be paid from the Instructional Materials Funding Realignment Program (IMFRP) budget.

Recommendation: Adopt *California Gateways* for grades 4-8 English Language Arts Intensive Intervention textbook materials.

ACTION ITEM

DATE: June 2, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE RENEWAL OF CLASS SIZE REDUCTION WAIVER FOR ORANGETHORPE SCHOOL'S PRIMARY (K-3) MULTIAGE CLASS**

Background: The Multiage Parent Participation Program at Orangethorpe School was created more than 30 years ago under the direction of Marion Nordberg. The program has evolved to serve a K-3 non-graded population in which children learn at their own pace in a safe and stimulating environment.

Every day, in addition to the two teachers, 5-7 parents work on the classroom floor guiding children as they learn reading, writing and math. The Multiage Participation Program exemplifies the volunteer spirit of parents within the Fullerton School District with thousands of hours committed to the classroom each year.

The Board of Trustees approved a class size reduction waiver for Orangethorpe School's primary (K-3) multiage class in 2005 and a renewal waiver in 2007. The California Department of Education (CDE) requires such waivers be renewed every two years. Approval is requested for resubmission of the class size reduction waiver for Orangethorpe School.

Rationale: The 1:20 restraint inhibits recruitment and enrollment that would ensure a steady class size throughout the four years and in the multiage 4-6 classroom as well. Approval of the 1:20 waiver application will allow continued growth, outreach and continuation of the program.

Funding: Not applicable.

Recommendation: Approve Renewal of Class Size Reduction Waiver for Orangethorpe School's Primary (K-3) Multiage Class.

JM:nm
Attachment

ALTERNATIVE SCHOOL OF CHOICE WAIVER REQUEST

AEW-1 (Rev. 12/07)

Check one: First time waiver
 Renewal waiver

Return to: Educational Options Office
 California Department of Education
 1430 N Street, Suite 4503
 Sacramento, CA 95814-5901

(916) 322-5012
 (916) 323-2039 (fax)

County and District Code:

3	0	-	6	6	5	0	6
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LEA: Fullerton School District	Contact recipient of approval/denial notice: Janet Morey, Assistant Superintendent, Educational Services
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Address: 1401 W. Valencia Drive	City: Fullerton	State: CA	ZIP: 92833	Phone: (714) 447-7708
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Period of request: <i>(month/day/year)</i> From: 09/2009 To: 06/2011	Local board approval date: <i>(Required)</i> 6/2/2009	Date of public hearing: <i>Not necessary for renewal waivers, unless controversial.</i> Renewal - N/A
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Part 1: LEGAL CRITERIA

(PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACES DESIGNATED)

1. **Under the Waiver Authority of the Education Code Section 58509, the particular Education Code or the California Code of Regulations Section(s), or portion(s) thereof to be waived:** 52120 52128.5

2. If this is a renewal of a previously approved waiver, list approval date, and attach a copy of the original document: 7/11/2005

3. **Position of the bargaining unit.** Does the district have any employee bargaining units? Yes No
Not necessary for Renewal Waivers unless controversial.

Date(s) the bargaining unit(s) was/were consulted: _____ / _____ / _____

Name of the bargaining unit person(s) consulted: _____ / _____ / _____

The position(s) of the bargaining unit(s) was/were: Neutral Support Oppose *Please summarize below.*

Comments (If appropriate): Renewal N/A

4. **Public hearing requirement.** A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district (modeled after *Education Code* Section 5362). *Not necessary for Renewal Waivers unless controversial.*

How was the required public hearing advertised? Renewal N/A

Notice in a newspaper Notice posted at each school Other _____ *Please summarize below.*

5. **Advisory committies/school site councils.** Please identify the committee or council that reviewed this waiver: Renewal N/A
Not necessary for Renewal Waivers unless controversial.

Date the committee/council reviewed the waiver request: _____

Check here, if there were objection(s) *Please summarize the objection(s) below.*

ALTERNATIVE SCHOOL OF CHOICE WAIVER REQUEST

PART II. PURPOSE AND DESIRED OUTCOMES

1. Summary of the *Education Code* or California Code of Regulations Section(s) or portion(s) to be waived.
 Please summarize the meaning, in plain language, of the *Education Code* or California Code of Regulations Section(s) or portion(s) to be waived. If a portion of a section is requested to be waived, include that portion verbatim.
The purpose of the Class Size Reduction education code is to provide grades 1 and 2 (and in some instances other grades) with a 20 to 1 child to teacher ratio.

2. Desired outcome/rationale.
 State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations.
The Multiage/Parent Participation Program is a 32 year old program that provides a multiage, parent participation classroom that incorporates grades K-3. Children work in small groups (typically 5-6) with one parent for "floor time", which is the first three hours of each school day. Waiver of the CSR requirement will ensure program longevity and recruitment flexibility. Ideally, the program requires a steady inflow of between 15-17 students each year to provide the optimum balance of children. The waiver will allow more students to enjoy the benefits of this self-directed and self-motivating program.

3. For a waiver renewal, district also must certify:

True	False	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The facts which precipitated the original waiver request have not changed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The remedy for the problem has not changed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Members of the local governing board and district staff are not aware of the existence of any controversy over the implementation of this waiver or the request to extend it.

Renewals of Alternative School of Choice waivers must be submitted **two months prior** to the date the active waiver expires. The local governing board must approve the renewal request. Because the district certifications above assure the State Superintendent that there is no evidence of controversy associated with the waiver's renewal, it is not necessary to repeat the public hearing. Submit the renewal request **at least two months before the waiver expires** to ensure enough time for action by the State Superintendent before the present waiver expires. Retroactive waivers must go through the *first time waiver process*.

District or County Certification

I hereby certify that the information provided on this application is correct and complete.

 Signature of Superintendent or Designee

 Title

 Date

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Responsible Office:

Guidelines: Met Not Met Don't Exist

CALIFORNIA DEPARTMENT OF EDUCATION RECOMMENDATION: Approve Deny

Staff (Type or print)	Staff (Signature)	Date:
Unit Manager (Type or print)	Unit Manager (Signature)	Date:
Division Director (Type or print)	Division Director (Signature)	Date:
Deputy (Type or print)	Deputy (Signature)	Date:

ACTION ITEM

DATE: June 2, 2009

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

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

PREPARED BY: Suwen Su, Director, Business Services

SUBJECT: **ADOPT RESOLUTION 08/09-24 TO ISSUE 2010 TAX AND REVENUE ANTICIPATION NOTES (TRANS) FOR THE FULLERTON SCHOOL DISTRICT**

Background: Many cities, school districts, and counties issue Tax and Revenue Anticipation Notes (TRANS) annually if a cash flow shortage is anticipated. As a low-cost, low-risk program, Tax and Revenue Anticipation Notes are a beneficial financial tool designed to alleviate cash flow deficiencies resulting from mismatched timing of receipts and expenditures during the fiscal year.

In order to meet anticipated cash flow demands of the District, the District will likely need to temporarily borrow sufficient funds to meet expenditure obligations during the 2009/2010 fiscal year. Early analysis estimates not more than \$5 million would be needed. The actual amount needed will be determined in early June.

Staff recommends participation in the SCLEA for the 2010 TRANS due to the cost effective nature of sharing costs among multiple agencies. Multiple agencies are participating in the SCLEA this year, and the expense of issuance will be distributed among all participating agencies. Interest earnings on these funds during the year will help to partially offset the cost of issuance for 2010.

The interest and cost of issuance are estimated to be approximately 2.67% of the amount issued, or \$133,000.00.

Rationale: Due to anticipated State cash deferrals, the District will need to temporarily borrow sufficient funds to meet expenditure obligations during the 2009/2010 fiscal year.

Funding: Fees will be taken from property tax revenues received in the 2009/2010 fiscal year.

Recommendation: Adopt Resolution 08/09-24 to issue 2010 Tax and Revenue Anticipation Notes (TRANS) for the Fullerton School District.

GC:SS:gs
Attachment

RESOLUTION NO. 08/09-24

RESOLUTION OF FULLERTON SCHOOL DISTRICT AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2009-10 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2009-10 TAX AND REVENUE ANTICIPATION NOTES THEREFOR IN AN AMOUNT NOT TO EXCEED \$5,000,000 AND PARTICIPATION IN THE SOUTH COAST LOCAL EDUCATION AGENCIES POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO ISSUE AND SELL SAID NOTES

WHEREAS, school districts, community college districts and county boards or departments of education are authorized by Sections 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has determined that the sum not to exceed Five Million Dollars (\$5,000,000) (the "Principal Amount"), which Principal Amount is to be confirmed and set in the Pricing Confirmation or Confirmations (as defined herein), is needed for the requirements of the Fullerton School District (the "District"), a public body corporate and politic situated in the County of Orange (the "County"), for any of the purposes of the District, as authorized by the Act, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of one or two series of notes therefor in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received, held or accrued by the District attributable to its fiscal year ending June 30, 2010 (the "Repayment Fiscal Year");

WHEREAS, the District hereby determines to borrow⁷, for the purposes set forth above, the Principal Amount by the issuance of one or two series of Notes (as hereinafter defined) in a combined amount not to exceed the Principal Amount;

WHEREAS, to the extent required by law, the District requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

WHEREAS, pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Notes within forty-five calendar days following receipt of this Resolution, the District may issue the Notes in its name in conjunction with a note or notes of another Issuer (as defined herein) pursuant to the terms stated herein;

WHEREAS, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the aggregate principal amount of the Notes and the interest thereon;

WHEREAS, the Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement with respect to such Series (each applicable to a separate Series of Note Participations, a "Trust Agreement"), a form of which has been presented to this meeting, between such Issuers in such Series and U.S. Bank National Association, as trustee (the "Trustee");

WHEREAS, the Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations (each, a "Noteholder"), that the respective Issuer or Issuers shall provide notices of the occurrence of certain enumerated events, if deemed by the respective Issuer or Issuers to be material;

WHEREAS, the Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, the District desires to have the Trustee execute and deliver (i) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note and the notes issued by other Issuers simultaneously therewith; and (ii) a Series of Note Participations which evidence and represent interests of the owners thereof in the Series B Note and such notes as may be issued by other participating Issuers simultaneously therewith, if the Authorized Officer determines at the time of sale of the Series A Note or the Series B Note, as the case may be, that participation in such Program is in the best financial interests of the District, or alternatively, requests that the Board of Supervisors of the County borrow, on the District's behalf, the Principal Amount by the issuance of the Notes;

WHEREAS, as additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement, as finally executed (collectively, the "Credit Agreement") between the Issuers and/or the Trustee and the respective Credit Provider;

WHEREAS, the net proceeds of the Notes may be invested under an investment agreement with an investment provider to be determined on the basis of a competitive bid initiated by the Department, as Program Sponsor and set forth in the Pricing Confirmation;

WHEREAS, the Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instrument, if any, in substantially the forms presented to the Board, or, in the case of the Credit Instrument, if any, if not presented, in a form which complies with such requirements and standards as may be determined by the Board with the final form of Trust Agreement, type of Credit Instrument and corresponding Credit Agreement determined and specified in the Pricing Confirmation;

fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences the Default Rate (as defined in the Trust Agreement). In such case, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof. The percentage of the respective Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee.

The Series A Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act and/or the Series B Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act, upon the determination of the Authorized Officer at the time of sale of the Series A Note and/or the Series B Note, as the case may be, that participation in such Program is in the best financial interests of the District.

Notwithstanding the foregoing, the issuance of the Series B Note shall be subject to the following conditions:

(1) Receipt of confirmation from Moody's Investors Service and Standard & Poor's (each an "Agency") (if such respective rating agency rated the Series A Note) that the issuance of the Series B Note will not cause a reduction or withdrawal in such Agency's rating on the Series A Note; and

(2) Receipt of an opinion of Bond Counsel to the effect that the interest on the Series B Note is excludable from gross income for federal income tax purposes.

In the event (i) the Board of Supervisors of the County fails or refuses to authorize the issuance of the Series A Note within forty-five calendar days following receipt of this Resolution or (ii) the Act is amended to permit the issuance of the Series A Note by the District without requiring the District to first request the County to issue the Series A Note on its behalf, this Board hereby authorizes issuance of the Series A Note, in the District's name, pursuant to the terms stated in the preceding paragraph and the terms stated hereafter.

Section 3. Form of Notes. The Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in (i) Exhibit A, if

The Representative is authorized to award each Series of the Note Participations under the terms and conditions stated in the Official Notice of Sale to the bidder with the best bid therefore determined in accordance with said Official Notice of Sale and in accordance with the Pricing Confirmation confirming the award of the Note Participations under the terms and conditions stated in the respective Official Notice of Sale including, without limitation, the interest rate and price, and the form of the Pricing Confirmation substantially in the form and substance set forth in Exhibit C attached hereto is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation in substantially said form, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Notes shall not exceed ten percent (10%) per annum and the aggregate Principal Amount of the Series A Note shall not exceed \$5,000,000.

The Series B Note shall be sold pursuant to the terms and provisions of an Official Notice of Sale substantially similar in scope and content to the Official Notice of Sale, substantially in the form of the Official Notice of Sale presented to this meeting (the "Series B Official Notice of Sale"), as part of the Program or separately, upon determination and written direction of the Authorized Officer. The Representative is hereby authorized and directed to execute and deliver the Series B Official Notice of Sale with such changes as the Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation, substantially in the form and substance set forth in Exhibit C attached hereto in connection with the sale of the Series B Note, with such changes thereto as an Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the sale of the Notes and the Note Participations and the award of one or more investment agreements, if any, as solicited from qualified bidders by the Investment Broker retained by the Representative.

(c) If an Authorized Officer notifies the Representative that based upon advice of the Financial Advisor and the results of other comparable sales of short-term obligations, it is in the best interests of the District to negotiate the sale of its Series A Note, then such Note as evidenced and represented by the related Series of Note Participations shall be sold to one or more underwriters (collectively, the "Underwriter") pursuant to the terms and provisions of the Purchase Agreement and as provided in this subsection (c). The form of the Purchase Agreement presented to this meeting is hereby approved. The Authorized Officers are each hereby authorized and directed to execute and deliver the Pricing Confirmation evidencing sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note to such Underwriter and, if applicable, the Purchase Agreement, each in substantially said form, with such changes thereto as such Authorized Officer shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Series A Note shall not exceed ten percent (10%) per annum, and that the District's *pro rata* share of underwriter's discount on the Series A Note, if applicable, shall not exceed one percent (1.0%) of the Principal Amount of

Section 5. Program Approval. The Series A Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series referred to in the related Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Series A Note in the proportion that the face amount of the Series A Note bears to the total aggregate face amount of the Series A Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The provisions of this Section 5 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

The form of Trust Agreement presented to this meeting is hereby approved, and the Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement together with a Credit Agreement consistent with the general terms of the Trust Agreement, if applicable (which Credit Agreement shall be identified in the Pricing Confirmation, in substantially one or more of said forms, with a substantially final form of Credit Agreement delivered to the Authorized Officer concurrent with the Pricing Confirmation), and an undertaking with respect to continuing disclosure (the "Continuing Disclosure Agreement") as required by Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (which undertaking may be set forth in the Trust Agreement), and each with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Continuing Disclosure Agreement, if applicable, the Pricing Confirmation and the Credit Agreement, if any. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Authorized Officer is hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; provided however, that failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Board shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Financial Advisor (and/or Underwriter, if any) is hereby authorized and directed to cause to be delivered in printed and/or electronic form to prospective bidders the Preliminary Official Statement and the Official Notice of Sale in connection with the offering and sale of the Note Participations.

The Authorized Officer is hereby authorized and directed to provide the Financial Advisor (and/or Underwriter, if any) with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement. Upon inclusion of the information relating to the District in the Preliminary Official Statement, the Authorized Officer is hereby authorized and directed to provide certification deeming such Preliminary Official

Such additional amounts will be paid by the District within twenty five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Series A Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the County providing for the issuance of the Series A Note, if applicable, and the Notes as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the related series of notes, shall be treated as owners of the notes of the related series of notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the related series of notes. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the related series of notes, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Notes evidenced and represented by the related Series of Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

The provisions of this Section 6 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Series A Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in such Trust Agreement. The moneys received from the sale of the Series of Note Participations which evidence and represent interests of the owners thereof in the Series A Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Series A Note.

The provisions of this Section 7 apply equally to the Series B Note, as if referred to herein, in the event that the Authorized Officer determines at the time of sale of the Series B Note that participation in a similar Program to pool the Series B Note with the notes of other issuers is in the best financial interests of the District.

the District's funds on deposit with the County Treasurer for such purpose) directly therein on the dates specified in the related Pricing Confirmation for each series of notes as one or more sequentially numbered Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in such Payment Account, taking into consideration anticipated investment earnings thereon to be received and deposited in the Payment Account on or before the Maturity Date (as set forth in a certificate from the Financial Advisor, or investment advisor, to the Trustee), is equal in the respective Repayment Months identified in the Pricing Confirmation or Pricing Confirmations to the percentages of the principal and interest due on the Notes at maturity as specified in the Pricing Confirmation or Pricing Confirmations. Amounts in the Payment Account are hereby pledged to the payment of the Notes.

The Authorized Officer is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the related series of notes at maturity required to be on deposit in the Payment Account in each Repayment Month, all as specified in the related Pricing Confirmation, by executing and delivering the related Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer; provided, however, that the maximum number of Repayment Months shall be six and the amount of Pledged Revenues required to be deposited in any one Repayment Month be stated as a percentage of the principal and interest due on such series of Notes at maturity. In the event that on the last Business Day (as defined in the Trust Agreement) of each such Repayment Month, the District has not received sufficient Unrestricted Revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said Unrestricted Revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available; and in connection therewith, the District authorizes the County Treasurer to transfer any District funds then held or later received by the County Treasurer, to the Trustee for deposit into the District's Payment Account to make up any such deficiency.

(b) Any moneys placed in the Payment Account shall be for the benefit of the owner of the Notes and (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment Account shall be applied only for the purposes for which the Payment Account is created until the principal of the Notes and all interest thereon are paid or until provision has been made for the payment of the principal of the Notes at maturity with interest to maturity and, if applicable, the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

(c) The moneys in the Payment Account shall be transferred by the Trustee, to the extent necessary, to pay the principal of and interest on the related series of notes or, if applicable, to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account are insufficient to pay the principal of and interest on the Notes in full, moneys in the Payment Account shall be applied in accordance with the priority set forth in the Trust Agreement. Any moneys remaining in or accruing to the Payment Account after the principal of the Notes and the interest thereon and any

Section 10. Representations and Covenants.

The District hereby makes the following representations and covenants, which shall be reconfirmed prior to delivery of the each series of the Notes:

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations under this Resolution, (ii) enter into and perform its obligations under the Trust Agreement, the Pricing Confirmation, the District Certificate (as defined herein), the Credit Agreement, if any, and the Purchase Agreement, if any, (iii) authorize the County to issue the Notes on its behalf and, if applicable, (iv) issue the Notes.

(B) (i) Upon the issuance of each series of the Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to request the County to issue and deliver the Notes on behalf of the District and to perform its obligations as provided herein and therein and, if applicable, (iii) subject to the terms of this Resolution and Section 53853 of the Act, the District has full legal right, power and authority to issue and deliver the Notes.

(C) The issuance of each series of the Notes, the adoption of this Resolution and the execution and delivery of the Trust Agreement, the Pricing Confirmation, the District Certificate, the Credit Agreement, if any, and the Purchase Agreement, if any, and compliance with the provisions hereof and thereof, will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of the Notes.

(E) The District has (or will have prior to the issuance of each series the Notes) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) if requested, provide to the Credit Provider, if any, the Financial Advisor and the Underwriter, if any, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The sum of the principal amount of the District's Notes plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated

their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against public entities, as applicable, in the State of California.

(M) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Notes.

(N) The District shall not incur any indebtedness secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(O) So long as the Credit Provider is not in default under the Credit Instrument, the District hereby agrees to pay its *pro rata* share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or Trust Agreement, as applicable. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement. If such moneys held by the Trustee are insufficient to pay the District's *pro rata* share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(P) As of the date of adoption of this Resolution, the District does not have a negative or qualified certification applicable to Fiscal Year 2008-09 within the meaning of Section 42133 of the Education Code of the State of California. The District covenants that it will deliver a written notice to the Financial Advisor, the Underwriter, if any, the Credit Provider, if any, and Bond Counsel if it receives a qualified or negative certification applicable to Fiscal Year 2008-09 or Fiscal Year 2009-10 prior to the issuance of a series of the Notes.

(Q) The District funded its Reserve for Economic Uncertainties for Fiscal Year 2008-09 in at least the minimum amount recommended, and will fund its Reserve for Economic Uncertainties for Fiscal Year 2009-10 in at least the minimum amount recommended by the State Superintendent of Public Instruction as interpreted by the County Department of Education.

(R) The District will maintain a positive general fund balance during the Repayment Fiscal Year.

Section 11. Tax Covenants. (a) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Notes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution, the Pricing Confirmation, the District Certificate, the Purchase Agreement, if any, or in any certificate, requisition or any Financial Report or Deficiency Report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Notes, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidation or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests; and

(g) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes.

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(h) Without declaring the Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the Payment Account of

and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, the Superintendent or Assistant Superintendent, Business Services of the Representative and the officers of the County referred to above in Section 9 hereof, are hereby designated as "Authorized District Representatives" under the Trust Agreement.

Section 15. Credit Enhancement and Other Actions. The Representative is authorized and directed, for the benefit and in the name of the Program and the District, to purchase municipal bond insurance or other credit enhancement at market rates with respect to each or either Series of the Notes and/or all or part of the Note Participations, if the Representative determines with the advice of the Financial Advisor and Bond Counsel that it will be advantageous to the respective Issuers to purchase such insurance or other credit enhancement. The Representative and the Financial Advisor are further authorized to take such additional steps as may be required to effect the purchase of municipal bond insurance or other credit enhancement which may be issued pursuant to a Credit Agreement between the respective Issuers and/or the Trustee and the respective credit provider and the award of such municipal bond insurance or other credit enhancement, if any, as solicited from qualified providers, which shall be identified and approved in the related Pricing Confirmation. As provided in Section 4 hereof, an Authorized Officer is authorized and directed to execute and deliver the related Pricing Confirmation confirming that the interest rate and price and other terms of the sale of the respective series of Notes are acceptable to the District, and the Authorized Officer is hereby further authorized and directed to execute and deliver such other documents or certificates required to be executed and delivered thereunder or to consummate the transaction contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such Authorized Officer to be conclusively evidenced by such execution and delivery.

Subject to Section 8 hereof, the District hereby agrees that if the Note or Notes as evidenced and represented by the Series of Note Participations shall become a Defaulted Note or Notes, the unpaid portion thereof or the portion to which a credit instrument applies for which no reimbursement on a draw or claim has been made shall be deemed outstanding and shall not be deemed to be paid until (i) the credit provider providing a credit instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Notes, if any, has been reimbursed for any drawings or payments made under the credit instrument with respect to the Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) as and if provided in the Trust Agreement, the holders of the Series of the Note Participations which evidence and represent the Notes are paid the full principal amount represented by the unsecured portion of the Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

EXHIBIT A

FORM OF NOTE

FULLERTON SCHOOL DISTRICT

COUNTY OF ORANGE, CALIFORNIA

2009-10 TAX AND REVENUE ANTICIPATION NOTE, SERIES [A/B]*/

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Month</u>	<u>Second Repayment Month</u>	<u>Third Repayment Month</u>
40% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)	30% (Total of principal and interest due on Note at maturity)**/

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the Fullerton School District (the "District"), located in the County of Orange, California (the "County"), acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, together with interest thereon at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this

*/ If more than one Series is issued under the Program in the Repayment Fiscal Year.

**/ Number of Repayment Months and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the District's 2009-10 Tax and Revenue Anticipation Note, Series [A/B] authorized, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received, held or accrued by the District for the general fund of the District and are attributable to the Fiscal Year ending June 30, 2010 (the "Repayment Fiscal Year"). As security for the payment of the principal of and interest on the Notes, the District has pledged the first amounts of Unrestricted Revenues of the District received in the sequentially numbered Repayment Months set forth on the face hereof (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Fund (as defined in the Resolution) in each such month, taking into consideration anticipated earnings thereon to be received by the maturity date, is equal to the corresponding percentages of principal of and interest due on the Notes at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Notes and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The County is not liable for payment of this Note. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

EXHIBIT C

SOUTH COAST LOCAL EDUCATION AGENCIES
POOLED TAX AND REVENUE ANTICIPATION NOTE PROGRAM
NOTE PARTICIPATIONS, SERIES 2009 ___

PRICING CONFIRMATION

Fullerton School District (the "Participant")

Principal Amount of Note: \$ _____
Interest Rate (Note Rate): _____ %
Maturity Date: _____, 2010
Purchase Date: _____, 2009
Closing Date: _____, 2009
Purchase Price: \$ _____
Portion Deposited to Proceeds Subaccount: \$ _____
Portion Deposited to Costs of Issuance Fund: \$ _____

[Municipal Bond Insurer/Credit Instrument Provider: _____]
[Investment Agreement Provider: _____]
[Interest Rate payable on funds invested under Investment Agreement: _____ %]

Repayment Months: [PROPOSED; SUBJECT TO CHANGE]

First Repayment Month:	February	Percentage of total principal and interest due on Note at maturity
Second Repayment Month:	April	Percentage of total principal and interest due on Note at maturity
Third Repayment Month:	May	Percentage of total principal and interest due on Note at maturity

In addition to the foregoing, the undersigned further certifies that the [Bid Forms][proof of bid] submitted by _____, _____ and _____, as further memorialized by this Pricing Confirmation, are agreed to and accepted as of this Purchase Date as set forth above by an Authorized Officer of the Participant.

FULLERTON SCHOOL DISTRICT

By: _____ [SPECIMEN COPY]
Authorized Officer

SECRETARY'S CERTIFICATE

I, Mitch Hovey, Secretary of the Board of Trustees of the Fullerton School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a meeting of the Board of Trustees duly and regularly held at the regular meeting place thereof on the 2nd day of June, 2009, of which meeting all of the members of said Board of Trustees had due notice and at which a majority thereof were present; and at said meeting said resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

An agenda of said meeting was posted at least 72 hours before said meeting at the Fullerton School District Office in Fullerton, California, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: June 2, 2009

Secretary of the Board of Trustees of the Fullerton
School District

ACTION ITEM

DATE: June 2, 2009

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION NO. 08/09-25 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE)**

Background: On June 13, 2000, the Fullerton School District formed Community Facilities District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 Special Tax Bonds in the amount of \$1,195,000.00 on November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of Special Tax Bonds, Annual Special Taxes need to be levied on Taxable Property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution No. 08/09-25 which authorizes and provides for the levying of Special Taxes in CFD No. 2000-1 for Fiscal Year 2009/2010. The Special Taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board approved.

A resolution will be presented to the Board of Trustees each summer for the next 21 years to approve the Special Tax levy of CFD No. 2000-1.

Rationale: Annual authorization of the Special Tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 08/09-25 authorizing and providing for the levying of Special Taxes within Community Facilities District 2000-1 (District 40, Van Daele).

GC:RG:gs
Attachment

RESOLUTION NO. 08/09-25

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2009/2010 by the adoption of a resolution as specified by the Act and Ordinances;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1 In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances the special taxes for Fiscal Year 2009/2010 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2 The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3 The Clerk and Assistant Superintendent of Business, are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2009/2010 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 2nd day of June, 2009

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Hilda Sugarman, President
Board of Trustees

ATTEST:

Ellen Ballard, Clerk
Board of Trustees

State of California)
) ss
County of Orange)

I, Ellen Ballard, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 40 held on the 2nd day of June, 2009.

Ellen Ballard, Clerk
Board of Trustees

Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
284	113	13	0	\$1,466.20
284	113	14	0	\$1,466.20
284	113	15	0	\$1,466.20
284	113	16	0	\$1,466.20
284	113	17	0	\$1,466.20
284	113	18	0	\$1,466.20
284	113	19	0	\$1,466.20
284	113	20	0	\$1,466.20
284	113	21	0	\$1,466.20
284	113	22	0	\$1,466.20
284	113	23	0	\$1,466.20
284	113	24	0	\$1,466.20
284	113	25	0	\$1,466.20
284	113	26	0	\$0.00
284	113	27	0	\$0.00
284	113	28	0	\$0.00
284	113	29	0	\$0.00
284	471	1	0	\$1,466.20
284	471	2	0	\$1,466.20
284	471	3	0	\$1,466.20
284	471	4	0	\$1,466.20
284	471	5	0	\$1,466.20
284	471	6	0	\$1,466.20
284	471	7	0	\$1,466.20
284	471	8	0	\$1,466.20
284	471	9	0	\$1,466.20
284	471	10	0	\$1,466.20
284	471	11	0	\$1,466.20
284	471	12	0	\$1,466.20
284	471	13	0	\$1,466.20
284	471	14	0	\$1,466.20
284	471	15	0	\$1,466.20
284	471	16	0	\$1,466.20
284	471	17	0	\$1,466.20
284	471	18	0	\$1,466.20
284	471	19	0	\$1,466.20
284	471	20	0	\$1,466.20
284	471	21	0	\$1,466.20
284	471	22	0	\$1,466.20
284	471	23	0	\$1,466.20
284	471	24	0	\$1,466.20
284	471	25	0	\$1,466.20
284	471	26	0	\$1,466.20
284	471	27	0	\$1,466.20

Fullerton School District
CFD No. 2000-1
Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
284	471	28	0	\$1,466.20
284	471	29	0	\$1,466.20
284	471	30	0	\$1,466.20
284	471	31	0	\$1,466.20
284	471	32	0	\$1,466.20
284	471	33	0	\$1,466.20
284	471	34	0	\$1,466.20
284	471	35	0	\$1,466.20
284	471	36	0	\$1,466.20
284	471	37	0	\$1,466.20
284	471	38	0	\$1,466.20
284	471	39	0	\$1,466.20
284	471	40	0	\$1,466.20
284	471	41	0	\$1,466.20
284	471	42	0	\$0.00
284	471	43	0	\$0.00
284	471	44	0	\$0.00
284	471	45	0	\$0.00
284	471	46	0	\$0.00
284	471	47	0	\$0.00
284	471	48	0	\$0.00
284	481	1	0	\$1,466.20
284	481	2	0	\$1,466.20
284	481	3	0	\$1,466.20
284	481	4	0	\$1,466.20
284	481	5	0	\$1,466.20
284	481	6	0	\$1,466.20
284	481	7	0	\$1,466.20
284	481	8	0	\$1,466.20
284	481	9	0	\$1,466.20
284	481	10	0	\$1,466.20
284	481	11	0	\$1,466.20
284	481	12	0	\$1,466.20
284	481	13	0	\$1,466.20
284	481	14	0	\$1,466.20
284	481	15	0	\$1,466.20
284	481	16	0	\$1,466.20
284	481	17	0	\$1,466.20
284	481	18	0	\$1,466.20
284	481	19	0	\$1,466.20
284	481	20	0	\$1,466.20
284	481	21	0	\$1,466.20
284	481	22	0	\$1,466.20
284	481	23	0	\$1,466.20

Fullerton School District
 CFD No. 2000-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
284	481	24	0	\$1,466.20
284	481	25	0	\$1,466.20
284	481	26	0	\$1,466.20
284	481	27	0	\$1,466.20
284	481	28	0	\$1,466.20
284	481	29	0	\$1,466.20
284	481	30	0	\$1,466.20
284	481	31	0	\$1,466.20
284	481	32	0	\$1,466.20
284	481	33	0	\$1,466.20
284	481	34	0	\$1,466.20
284	481	35	0	\$1,466.20
284	481	36	0	\$1,466.20
284	481	37	0	\$1,466.20
284	481	38	0	\$0.00
284	481	39	0	\$0.00
284	481	40	0	\$0.00
284	481	41	0	\$0.00
284	481	42	0	\$0.00
284	481	43	0	\$0.00
284	481	44	0	\$0.00
284	481	45	0	\$0.00

Major Conclusions	
Total Number of Parcels	110
Number of Parcels Taxed	91
Total Special Tax Levy for Fiscal Year 2009/2010	\$133,424.20

ACTION ITEM

DATE: June 2, 2009

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION NO. 08/09-26 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48, AMERIGE HEIGHTS)**

Background: On August 14, 2001, the Fullerton School District formed Community Facilities District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights project. CFD No. 2001-1 issued 2001 Special Tax bonds in the amount of \$19,450,000.00 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of Special Tax Bonds, Annual Special Taxes need to be levied on Taxable Property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution No. 08/09-26 which authorizes and provides for the levying of Special Taxes in CFD No. 2001-1 for Fiscal Year 2009/2010. The Special Taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board approved.

A resolution will be presented to the Board of Trustees each summer for the next 24 years to approve the Special Tax levy of CFD No. 2001-1.

Rationale: Annual authorization of the Special Tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 08/09-26 authorizing and providing for the levying of Special Taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

GC:RG:gs
Attachment

RESOLUTION NO. 08/09-26

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS)
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL
TAXES WITHIN SAID DISTRICT**

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2009/2010 by the adoption of a resolution as specified by the Act and Ordinances;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances the special taxes for Fiscal Year 2009/2010 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business, are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for Fiscal Year 2009/2010 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADOPTED this 2nd day of June, 2009

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Hilda Sugarman, President
Board of Trustees

ATTEST:

Ellen Ballard, Clerk
Board of Trustees

State of California)
) ss
County of Orange)

I, Ellen Ballard, Clerk of the Board of Education of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 48 held on the 2nd day of June, 2009.

Ellen Ballard, Clerk
Board of Trustees

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	321	1	0	\$2,208.32
280	321	2	0	\$2,208.32
280	321	3	0	\$2,208.32
280	321	4	0	\$2,208.32
280	321	5	0	\$2,208.32
280	321	6	0	\$2,208.32
280	321	7	0	\$2,208.32
280	321	8	0	\$2,208.32
280	321	9	0	\$2,208.32
280	321	10	0	\$1,943.32
280	321	11	0	\$2,208.32
280	321	12	0	\$2,208.32
280	321	13	0	\$1,943.32
280	321	14	0	\$2,208.32
280	321	15	0	\$2,208.32
280	321	16	0	\$2,208.32
280	321	17	0	\$2,208.32
280	321	18	0	\$1,943.32
280	321	19	0	\$2,208.32
280	321	20	0	\$2,208.32
280	321	21	0	\$2,208.32
280	321	22	0	\$1,943.32
280	321	23	0	\$2,208.32
280	321	24	0	\$2,208.32
280	321	25	0	\$1,943.32
280	321	26	0	\$2,208.32
280	321	27	0	\$2,208.32
280	321	28	0	\$2,208.32
280	321	29	0	\$1,943.32
280	321	30	0	\$2,208.32
280	321	31	0	\$2,208.32
280	321	32	0	\$2,208.32
280	321	33	0	\$2,208.32
280	321	34	0	\$1,943.32
280	321	35	0	\$2,208.32
280	321	36	0	\$2,208.32
280	321	37	0	\$2,208.32
280	321	38	0	\$1,943.32
280	321	39	0	\$2,208.32
280	321	40	0	\$2,208.32
280	321	41	0	\$2,208.32
280	321	42	0	\$2,208.32
280	321	43	0	\$1,943.32
280	321	44	0	\$2,208.32

Fullerton School District
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Book	Page	Parcel	Interest	Special Tax
280	321	45	0	\$2,208.32
280	321	46	0	\$2,208.32
280	321	47	0	\$2,208.32
280	321	52	0	\$0.00
280	321	53	0	\$0.00
280	321	54	0	\$0.00
280	321	55	0	\$0.00
280	321	56	0	\$0.00
280	321	57	0	\$0.00
280	321	58	0	\$0.00
280	331	1	0	\$2,208.32
280	331	2	0	\$2,208.32
280	331	3	0	\$2,208.32
280	331	4	0	\$2,208.32
280	331	5	0	\$2,208.32
280	331	6	0	\$2,208.32
280	331	7	0	\$1,943.32
280	331	8	0	\$2,208.32
280	331	9	0	\$2,208.32
280	331	10	0	\$2,208.32
280	331	11	0	\$1,943.32
280	331	12	0	\$2,208.32
280	331	22	0	\$2,208.32
280	331	23	0	\$1,943.32
280	331	24	0	\$2,208.32
280	331	25	0	\$2,208.32
280	331	26	0	\$2,208.32
280	331	27	0	\$2,208.32
280	331	28	0	\$2,208.32
280	331	29	0	\$2,208.32
280	331	30	0	\$2,208.32
280	331	31	0	\$2,208.32
280	331	32	0	\$2,208.32
280	331	33	0	\$2,208.32
280	331	34	0	\$2,208.32
280	331	35	0	\$2,208.32
280	331	36	0	\$1,943.32
280	331	37	0	\$2,208.32
280	331	38	0	\$1,943.32
280	331	39	0	\$2,208.32
280	331	40	0	\$2,208.32
280	331	41	0	\$2,208.32
280	331	42	0	\$2,208.32
280	331	43	0	\$1,943.32

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	331	44	0	\$2,208.32
280	331	45	0	\$2,208.32
280	331	46	0	\$2,208.32
280	331	47	0	\$2,208.32
280	331	48	0	\$2,208.32
280	331	49	0	\$2,208.32
280	331	50	0	\$1,943.32
280	331	51	0	\$2,208.32
280	331	52	0	\$2,208.32
280	331	53	0	\$2,208.32
280	331	54	0	\$1,943.32
280	331	55	0	\$2,208.32
280	331	56	0	\$2,208.32
280	331	57	0	\$2,208.32
280	331	58	0	\$2,208.32
280	331	59	0	\$2,208.32
280	331	60	0	\$2,208.32
280	331	61	0	\$2,208.32
280	331	62	0	\$2,208.32
280	331	63	0	\$1,943.32
280	331	64	0	\$2,208.32
280	331	65	0	\$2,208.32
280	331	66	0	\$2,208.32
280	331	67	0	\$2,208.32
280	331	68	0	\$2,208.32
280	331	69	0	\$2,208.32
280	331	70	0	\$2,208.32
280	331	71	0	\$1,943.32
280	331	72	0	\$0.00
280	331	73	0	\$0.00
280	331	74	0	\$0.00
280	331	78	0	\$0.00
280	361	1	0	\$2,208.32
280	361	2	0	\$1,943.32
280	361	3	0	\$2,208.32
280	361	4	0	\$2,208.32
280	361	5	0	\$1,943.32
280	361	6	0	\$2,208.32
280	361	7	0	\$2,208.32
280	361	8	0	\$2,208.32
280	361	9	0	\$2,208.32
280	361	10	0	\$2,208.32
280	361	11	0	\$2,208.32
280	361	12	0	\$2,208.32

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	361	13	0	\$2,208.32
280	361	14	0	\$2,208.32
280	361	15	0	\$2,208.32
280	361	16	0	\$2,208.32
280	361	17	0	\$2,208.32
280	361	18	0	\$1,943.32
280	361	19	0	\$2,208.32
280	361	20	0	\$2,208.32
280	361	21	0	\$2,208.32
280	361	22	0	\$1,943.32
280	361	23	0	\$2,208.32
280	361	24	0	\$2,208.32
280	361	25	0	\$1,943.32
280	361	26	0	\$2,208.32
280	361	27	0	\$1,943.32
280	361	39	0	\$2,208.32
280	361	38	0	\$2,208.32
280	361	37	0	\$2,208.32
280	361	36	0	\$1,943.32
280	361	35	0	\$2,208.32
280	361	34	0	\$2,208.32
280	361	33	0	\$1,943.32
280	361	32	0	\$2,208.32
280	361	31	0	\$2,208.32
280	361	30	0	\$2,208.32
280	361	29	0	\$2,208.32
280	361	28	0	\$2,208.32
280	361	55	0	\$2,208.32
280	361	54	0	\$2,208.32
280	361	53	0	\$2,208.32
280	361	52	0	\$2,208.32
280	361	51	0	\$2,208.32
280	361	50	0	\$2,208.32
280	361	49	0	\$2,208.32
280	361	48	0	\$2,208.32
280	361	47	0	\$2,208.32
280	361	46	0	\$2,208.32
280	361	56	0	\$2,208.32
280	361	57	0	\$2,208.32
280	361	58	0	\$2,208.32
280	361	59	0	\$2,208.32
280	361	60	0	\$1,943.32
280	361	61	0	\$2,208.32
280	361	62	0	\$2,208.32

Fullerton School District
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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	361	40	0	\$2,208.32
280	361	41	0	\$2,208.32
280	361	42	0	\$2,208.32
280	361	43	0	\$2,208.32
280	361	44	0	\$2,208.32
280	361	45	0	\$1,943.32
280	361	63	0	\$0.00
280	371	1	0	\$2,738.32
280	371	2	0	\$2,429.16
280	371	3	0	\$2,429.16
280	371	4	0	\$2,738.32
280	371	5	0	\$2,738.32
280	371	6	0	\$2,429.16
280	371	7	0	\$2,738.32
280	371	8	0	\$2,429.16
280	371	9	0	\$2,738.32
280	371	10	0	\$2,429.16
280	371	11	0	\$2,429.16
280	371	34	0	\$2,429.16
280	371	35	0	\$2,429.16
280	371	36	0	\$2,429.16
280	371	37	0	\$2,738.32
280	371	38	0	\$2,738.32
280	371	39	0	\$2,738.32
280	371	40	0	\$2,738.32
280	371	41	0	\$2,429.16
280	371	42	0	\$2,429.16
280	371	43	0	\$2,738.32
280	371	44	0	\$2,429.16
280	371	45	0	\$2,429.16
280	371	20	0	\$2,429.16
280	371	21	0	\$2,738.32
280	371	22	0	\$2,429.16
280	371	23	0	\$2,738.32
280	371	24	0	\$2,429.16
280	371	25	0	\$2,429.16
280	371	26	0	\$2,738.32
280	371	27	0	\$2,429.16
280	371	28	0	\$2,738.32
280	371	29	0	\$2,429.16
280	371	30	0	\$2,429.16
280	371	31	0	\$2,738.32
280	371	32	0	\$2,738.32
280	371	33	0	\$2,429.16

Fullerton School District
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Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	381	3	0	\$2,429.16
280	381	2	0	\$2,738.32
280	381	1	0	\$2,738.32
280	381	27	0	\$2,429.16
280	381	26	0	\$2,429.16
280	381	25	0	\$2,738.32
280	381	24	0	\$2,429.16
280	381	23	0	\$2,738.32
280	381	22	0	\$2,429.16
280	381	21	0	\$2,738.32
280	381	20	0	\$2,738.32
280	381	19	0	\$2,429.16
280	381	18	0	\$2,738.32
280	381	17	0	\$2,429.16
280	381	16	0	\$2,738.32
280	381	15	0	\$2,429.16
280	381	14	0	\$2,738.32
280	381	13	0	\$2,429.16
280	381	12	0	\$2,738.32
280	381	11	0	\$2,429.16
280	381	10	0	\$2,738.32
280	381	9	0	\$2,738.32
280	381	8	0	\$2,429.16
280	381	7	0	\$2,738.32
280	381	6	0	\$2,429.16
280	381	5	0	\$2,429.16
280	381	4	0	\$2,738.32
280	381	41	0	\$2,738.32
280	381	42	0	\$2,429.16
280	381	43	0	\$2,429.16
280	381	44	0	\$2,738.32
280	381	45	0	\$2,738.32
280	381	46	0	\$2,429.16
280	381	47	0	\$2,738.32
280	381	48	0	\$2,429.16
280	381	49	0	\$2,738.32
280	381	50	0	\$2,738.32
280	381	51	0	\$2,429.16
280	381	28	0	\$2,738.32
280	381	29	0	\$2,738.32
280	381	30	0	\$2,429.16
280	381	31	0	\$2,738.32
280	381	32	0	\$2,429.16
280	381	33	0	\$2,738.32

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	381	34	0	\$2,738.32
280	381	35	0	\$2,429.16
280	381	36	0	\$2,429.16
280	381	37	0	\$2,738.32
280	381	38	0	\$2,738.32
280	381	39	0	\$2,429.16
280	381	40	0	\$2,429.16
280	381	59	0	\$2,738.32
280	381	58	0	\$2,429.16
280	381	57	0	\$2,738.32
280	381	56	0	\$2,429.16
280	381	55	0	\$2,429.16
280	381	54	0	\$2,738.32
280	381	53	0	\$2,429.16
280	381	52	0	\$2,738.32
280	371	19	0	\$2,429.16
280	371	18	0	\$2,429.16
280	371	17	0	\$2,738.32
280	371	16	0	\$2,738.32
280	371	15	0	\$2,429.16
280	371	14	0	\$2,738.32
280	371	13	0	\$2,429.16
280	371	12	0	\$2,738.32
280	371	46	0	\$0.00
280	371	48	0	\$0.00
280	371	49	0	\$0.00
280	371	50	0	\$0.00
280	381	60	0	\$0.00
280	381	83	0	\$1,943.32
280	381	82	0	\$1,943.32
280	381	81	0	\$1,943.32
280	381	80	0	\$1,943.32
280	381	79	0	\$1,943.32
280	381	78	0	\$1,943.32
280	381	77	0	\$1,943.32
280	381	76	0	\$1,943.32
280	381	75	0	\$1,943.32
280	381	74	0	\$1,943.32
280	381	73	0	\$1,943.32
280	381	72	0	\$1,943.32
280	381	71	0	\$1,943.32
280	381	70	0	\$1,943.32
280	381	69	0	\$1,943.32
280	381	67	0	\$1,943.32

Fullerton School District
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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	381	68	0	\$1,943.32
280	351	36	0	\$1,943.32
280	351	37	0	\$1,943.32
280	351	35	0	\$1,943.32
280	351	34	0	\$1,943.32
280	351	33	0	\$1,943.32
280	351	32	0	\$1,943.32
280	351	31	0	\$1,943.32
280	351	30	0	\$1,943.32
280	351	29	0	\$1,943.32
280	351	28	0	\$1,943.32
280	351	27	0	\$1,943.32
280	351	26	0	\$1,943.32
280	351	25	0	\$1,943.32
280	351	24	0	\$1,943.32
280	351	23	0	\$1,943.32
280	351	22	0	\$1,943.32
280	351	21	0	\$1,943.32
280	351	52	0	\$1,943.32
280	351	53	0	\$1,943.32
280	351	54	0	\$1,943.32
280	351	55	0	\$1,943.32
280	351	51	0	\$1,943.32
280	351	50	0	\$1,943.32
280	351	49	0	\$1,943.32
280	351	48	0	\$1,943.32
280	351	47	0	\$1,943.32
280	351	46	0	\$1,943.32
280	351	45	0	\$1,943.32
280	351	44	0	\$1,943.32
280	351	43	0	\$1,943.32
280	351	42	0	\$1,943.32
280	351	41	0	\$1,943.32
280	351	40	0	\$1,943.32
280	351	38	0	\$1,943.32
280	351	39	0	\$1,943.32
280	351	68	0	\$1,943.32
280	351	69	0	\$1,943.32
280	351	67	0	\$1,943.32
280	351	66	0	\$1,943.32
280	351	65	0	\$1,943.32
280	351	64	0	\$1,943.32
280	351	63	0	\$1,943.32
280	351	62	0	\$1,943.32

Fullerton School District
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Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	351	61	0	\$1,943.32
280	351	60	0	\$1,943.32
280	351	59	0	\$1,943.32
280	351	58	0	\$1,943.32
280	351	57	0	\$1,943.32
280	351	56	0	\$1,943.32
280	351	87	0	\$1,943.32
280	351	86	0	\$2,208.32
280	351	85	0	\$1,943.32
280	351	84	0	\$2,208.32
280	351	83	0	\$1,943.32
280	351	82	0	\$2,208.32
280	351	81	0	\$1,943.32
280	351	80	0	\$2,208.32
280	351	79	0	\$1,943.32
280	351	78	0	\$2,208.32
280	351	77	0	\$1,943.32
280	351	76	0	\$2,208.32
280	351	75	0	\$1,943.32
280	351	74	0	\$2,208.32
280	351	73	0	\$1,943.32
280	351	72	0	\$2,208.32
280	351	71	0	\$1,943.32
280	351	70	0	\$2,208.32
280	381	84	0	\$0.00
280	381	86	0	\$0.00
280	341	55	0	\$1,943.32
280	341	56	0	\$1,943.32
280	341	57	0	\$1,612.08
280	341	58	0	\$1,943.32
280	341	59	0	\$1,943.32
280	341	60	0	\$1,943.32
280	421	24	0	\$1,943.32
280	421	23	0	\$1,943.32
280	421	22	0	\$1,612.08
280	421	21	0	\$1,943.32
280	421	20	0	\$1,943.32
280	421	19	0	\$1,943.32
280	421	18	0	\$1,943.32
280	421	17	0	\$1,943.32
280	421	16	0	\$1,943.32
280	421	15	0	\$1,612.08
280	341	61	0	\$1,943.32
280	341	62	0	\$1,612.08

Fullerton School District
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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	341	63	0	\$1,943.32
280	341	64	0	\$1,943.32
280	341	65	0	\$1,612.08
280	341	66	0	\$1,612.08
280	341	67	0	\$1,943.32
280	341	68	0	\$1,612.08
280	341	69	0	\$1,943.32
280	341	70	0	\$1,612.08
280	341	71	0	\$1,943.32
280	341	72	0	\$1,943.32
280	341	73	0	\$1,943.32
280	341	74	0	\$1,943.32
280	341	75	0	\$1,612.08
280	341	76	0	\$1,943.32
280	341	77	0	\$1,943.32
280	341	78	0	\$1,943.32
280	341	79	0	\$1,612.08
280	341	80	0	\$1,943.32
280	341	81	0	\$1,612.08
280	341	82	0	\$1,943.32
280	421	6	0	\$1,943.32
280	421	7	0	\$1,612.08
280	421	8	0	\$1,943.32
280	421	9	0	\$1,943.32
280	421	5	0	\$1,943.32
280	421	4	0	\$1,943.32
280	421	3	0	\$1,612.08
280	421	2	0	\$1,943.32
280	421	1	0	\$1,943.32
280	421	14	0	\$1,612.08
280	421	13	0	\$1,943.32
280	421	12	0	\$1,943.32
280	421	11	0	\$1,943.32
280	421	10	0	\$1,943.32
280	421	52	0	\$1,943.32
280	421	51	0	\$1,943.32
280	421	50	0	\$1,943.32
280	421	49	0	\$1,943.32
280	421	48	0	\$1,612.08
280	421	47	0	\$1,943.32
280	421	46	0	\$1,943.32
280	421	45	0	\$1,612.08
280	421	44	0	\$1,943.32
280	421	43	0	\$1,943.32

Fullerton School District
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Book	Page	Parcel	Interest	Special Tax
280	421	42	0	\$1,943.32
280	421	41	0	\$1,943.32
280	421	40	0	\$1,943.32
280	421	39	0	\$1,612.08
280	421	38	0	\$1,943.32
280	421	37	0	\$1,612.08
280	421	36	0	\$1,943.32
280	421	35	0	\$1,943.32
280	421	34	0	\$1,612.08
280	421	33	0	\$1,943.32
280	421	32	0	\$1,943.32
280	421	31	0	\$1,943.32
280	421	30	0	\$1,612.08
280	421	29	0	\$1,943.32
280	421	28	0	\$1,943.32
280	421	25	0	\$1,943.32
280	421	26	0	\$1,943.32
280	421	27	0	\$1,612.08
280	421	57	0	\$0.00
280	421	58	0	\$0.00
280	401	25	0	\$2,738.32
280	401	24	0	\$2,429.16
280	401	23	0	\$2,738.32
280	401	22	0	\$2,429.16
280	401	21	0	\$2,738.32
280	401	20	0	\$2,208.32
280	401	19	0	\$2,429.16
280	401	18	0	\$2,738.32
280	401	17	0	\$2,208.32
280	401	16	0	\$2,738.32
280	401	15	0	\$2,429.16
280	401	14	0	\$2,738.32
280	401	13	0	\$2,738.32
280	401	12	0	\$2,208.32
280	401	11	0	\$2,738.32
280	401	10	0	\$2,738.32
280	401	9	0	\$2,429.16
280	401	8	0	\$2,208.32
280	401	7	0	\$2,738.32
280	401	6	0	\$2,208.32
280	401	5	0	\$2,738.32
280	401	4	0	\$2,208.32
280	401	3	0	\$2,429.16
280	401	2	0	\$2,208.32

Fullerton School District
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Book	Page	Parcel	Interest	Special Tax
280	401	1	0	\$2,738.32
280	391	1	0	\$2,208.32
280	391	2	0	\$2,738.32
280	391	3	0	\$2,429.16
280	391	4	0	\$2,208.32
280	391	5	0	\$2,738.32
280	391	6	0	\$2,429.16
280	391	7	0	\$2,208.32
280	391	8	0	\$2,738.32
280	391	9	0	\$2,738.32
280	391	10	0	\$2,429.16
280	391	11	0	\$2,738.32
280	391	12	0	\$2,208.32
280	391	13	0	\$2,429.16
280	391	14	0	\$2,738.32
280	391	15	0	\$2,429.16
280	391	16	0	\$2,738.32
280	391	17	0	\$2,429.16
280	391	18	0	\$2,738.32
280	401	63	0	\$2,208.32
280	401	62	0	\$2,429.16
280	401	61	0	\$2,738.32
280	401	60	0	\$2,429.16
280	401	59	0	\$2,208.32
280	401	58	0	\$2,208.32
280	401	57	0	\$2,429.16
280	401	56	0	\$2,208.32
280	401	55	0	\$2,208.32
280	401	54	0	\$2,738.32
280	401	53	0	\$2,208.32
280	401	52	0	\$2,208.32
280	401	51	0	\$2,429.16
280	401	50	0	\$2,738.32
280	401	49	0	\$2,429.16
280	401	48	0	\$2,738.32
280	401	47	0	\$2,429.16
280	401	46	0	\$2,738.32
280	401	45	0	\$2,738.32
280	401	44	0	\$2,738.32
280	401	43	0	\$2,429.16
280	401	42	0	\$2,738.32
280	401	41	0	\$2,429.16
280	401	40	0	\$2,738.32
280	401	39	0	\$2,208.32

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Book	Page	Parcel	Interest	Special Tax
280	401	37	0	\$2,738.32
280	401	38	0	\$2,208.32
280	401	36	0	\$2,738.32
280	401	35	0	\$2,429.16
280	401	34	0	\$2,208.32
280	401	33	0	\$2,738.32
280	401	32	0	\$2,429.16
280	401	31	0	\$2,208.32
280	401	30	0	\$2,738.32
280	401	29	0	\$2,208.32
280	401	28	0	\$2,738.32
280	401	27	0	\$2,429.16
280	401	26	0	\$2,208.32
280	391	19	0	\$0.00
280	401	70	0	\$0.00
280	401	65	0	\$0.00
280	401	69	0	\$0.00
280	391	72	0	\$1,612.08
280	391	71	0	\$1,612.08
280	391	70	0	\$1,192.50
280	391	69	0	\$1,612.08
280	391	68	0	\$1,612.08
280	391	67	0	\$1,612.08
280	391	66	0	\$1,192.50
280	391	65	0	\$1,612.08
280	391	64	0	\$1,192.50
280	391	63	0	\$1,612.08
280	391	62	0	\$1,612.08
280	391	61	0	\$1,612.08
280	391	60	0	\$1,192.50
280	391	59	0	\$1,612.08
280	391	58	0	\$1,612.08
280	391	73	0	\$0.00
280	391	74	0	\$0.00
280	391	75	0	\$0.00
280	391	76	0	\$0.00
280	391	77	0	\$0.00
280	391	78	0	\$0.00
280	401	71	0	\$1,612.08
280	401	72	0	\$1,612.08
280	401	73	0	\$1,192.50
280	401	74	0	\$1,612.08
280	401	75	0	\$1,612.08
280	401	76	0	\$1,192.50

Fullerton School District
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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	401	77	0	\$1,612.08
280	401	78	0	\$1,612.08
280	401	79	0	\$1,612.08
280	401	80	0	\$1,612.08
280	401	81	0	\$1,612.08
280	401	82	0	\$1,612.08
280	401	83	0	\$1,192.50
280	401	84	0	\$1,612.08
280	401	85	0	\$1,612.08
280	401	86	0	\$1,192.50
280	401	87	0	\$1,612.08
280	401	88	0	\$1,612.08
280	401	89	0	\$1,612.08
280	401	97	0	\$0.00
280	401	96	0	\$0.00
280	401	95	0	\$0.00
280	401	94	0	\$0.00
280	401	93	0	\$0.00
280	401	92	0	\$0.00
280	401	91	0	\$0.00
280	401	90	0	\$0.00
280	331	13	0	\$2,208.32
280	331	14	0	\$2,208.32
280	331	15	0	\$2,208.32
280	331	16	0	\$2,208.32
280	331	17	0	\$2,208.32
280	331	18	0	\$2,208.32
280	331	19	0	\$2,208.32
280	331	20	0	\$2,208.32
280	331	21	0	\$2,208.32
280	321	48	0	\$2,208.32
280	321	49	0	\$2,208.32
280	321	50	0	\$2,208.32
280	321	51	0	\$0.00
280	351	17	0	\$1,943.32
280	351	16	0	\$2,208.32
280	351	15	0	\$2,208.32
280	351	14	0	\$2,208.32
280	351	13	0	\$2,208.32
280	351	12	0	\$2,208.32
280	351	11	0	\$2,208.32
280	351	10	0	\$2,208.32
280	351	9	0	\$2,208.32
280	351	8	0	\$2,208.32

Fullerton School District
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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	351	7	0	\$2,208.32
280	351	6	0	\$2,208.32
280	351	5	0	\$2,208.32
280	351	4	0	\$2,208.32
280	351	3	0	\$2,208.32
280	351	2	0	\$2,208.32
280	351	1	0	\$2,208.32
280	341	1	0	\$1,612.08
280	341	2	0	\$1,943.32
280	341	3	0	\$1,943.32
280	341	4	0	\$1,943.32
280	341	5	0	\$1,943.32
280	341	6	0	\$1,943.32
280	341	7	0	\$1,943.32
280	341	8	0	\$1,943.32
280	341	9	0	\$1,612.08
280	341	10	0	\$1,943.32
280	341	11	0	\$1,943.32
280	341	12	0	\$1,943.32
280	341	13	0	\$1,943.32
280	341	14	0	\$1,943.32
280	341	15	0	\$1,612.08
280	341	16	0	\$1,943.32
280	341	17	0	\$1,943.32
280	341	18	0	\$1,943.32
280	341	19	0	\$1,612.08
280	341	20	0	\$1,943.32
280	341	21	0	\$1,943.32
280	341	22	0	\$1,612.08
280	341	23	0	\$1,943.32
280	341	24	0	\$1,943.32
280	341	25	0	\$1,943.32
280	341	26	0	\$1,612.08
280	341	27	0	\$1,943.32
280	341	28	0	\$1,943.32
280	341	29	0	\$1,612.08
280	341	30	0	\$1,943.32
280	341	31	0	\$1,943.32
280	341	32	0	\$1,943.32
280	341	33	0	\$1,943.32
280	341	34	0	\$1,612.08
280	341	35	0	\$1,943.32
280	341	36	0	\$1,943.32
280	341	37	0	\$1,943.32

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Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	341	38	0	\$1,943.32
280	341	39	0	\$1,943.32
280	341	40	0	\$1,612.08
280	341	41	0	\$1,943.32
280	341	42	0	\$1,943.32
280	341	43	0	\$1,943.32
280	341	44	0	\$1,943.32
280	341	45	0	\$1,943.32
936	24	533	0	\$1,060.00
936	24	534	0	\$1,060.00
936	24	535	0	\$1,060.00
936	24	536	0	\$1,060.00
936	24	537	0	\$1,060.00
936	24	538	0	\$1,060.00
936	24	539	0	\$1,060.00
936	24	540	0	\$1,060.00
936	24	541	0	\$1,060.00
936	24	542	0	\$1,060.00
936	24	419	0	\$1,060.00
936	24	420	0	\$1,060.00
936	24	421	0	\$1,060.00
936	24	422	0	\$1,060.00
936	24	423	0	\$1,060.00
936	24	424	0	\$1,060.00
936	24	425	0	\$1,060.00
936	24	426	0	\$1,060.00
936	24	427	0	\$1,060.00
936	24	428	0	\$1,060.00
936	24	429	0	\$1,060.00
936	24	430	0	\$1,060.00
936	24	431	0	\$1,060.00
936	24	432	0	\$1,060.00
936	24	433	0	\$1,060.00
936	24	434	0	\$1,060.00
936	24	435	0	\$1,060.00
936	24	436	0	\$1,060.00
936	24	437	0	\$1,060.00
936	24	438	0	\$1,060.00
936	24	439	0	\$1,060.00
936	24	440	0	\$1,060.00
936	24	441	0	\$1,060.00
936	24	442	0	\$1,060.00
936	24	403	0	\$1,060.00
936	24	404	0	\$1,060.00

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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
936	24	405	0	\$1,060.00
936	24	406	0	\$1,060.00
936	24	407	0	\$1,060.00
936	24	408	0	\$1,060.00
936	24	409	0	\$1,060.00
936	24	410	0	\$1,060.00
936	24	411	0	\$1,060.00
936	24	412	0	\$1,060.00
936	24	413	0	\$1,060.00
936	24	414	0	\$1,060.00
936	24	543	0	\$1,060.00
936	24	544	0	\$1,060.00
936	24	545	0	\$1,060.00
936	24	546	0	\$1,060.00
936	24	547	0	\$1,060.00
936	24	548	0	\$1,060.00
936	24	549	0	\$1,060.00
936	24	550	0	\$1,060.00
936	24	551	0	\$1,060.00
936	24	552	0	\$1,060.00
936	24	443	0	\$1,060.00
936	24	444	0	\$1,060.00
936	24	445	0	\$1,060.00
936	24	446	0	\$1,060.00
936	24	447	0	\$1,060.00
936	24	448	0	\$1,060.00
936	24	449	0	\$1,060.00
936	24	450	0	\$1,060.00
936	24	451	0	\$1,060.00
936	24	452	0	\$1,060.00
936	24	415	0	\$1,060.00
936	24	416	0	\$1,060.00
936	24	417	0	\$1,060.00
936	24	418	0	\$1,060.00
936	24	272	0	\$1,060.00
936	24	273	0	\$1,060.00
936	24	274	0	\$1,060.00
936	24	275	0	\$1,060.00
936	24	276	0	\$1,060.00
936	24	277	0	\$1,060.00
936	24	278	0	\$1,060.00
936	24	279	0	\$1,060.00
936	24	280	0	\$1,060.00
936	24	281	0	\$1,060.00

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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
936	24	282	0	\$1,060.00
936	24	283	0	\$1,060.00
936	24	284	0	\$1,060.00
936	24	285	0	\$1,060.00
936	24	286	0	\$1,060.00
936	24	287	0	\$1,060.00
936	24	288	0	\$1,060.00
936	24	289	0	\$1,060.00
936	24	290	0	\$1,060.00
936	24	291	0	\$1,060.00
936	24	292	0	\$1,060.00
936	24	293	0	\$1,060.00
936	24	294	0	\$1,060.00
936	24	295	0	\$1,060.00
936	24	296	0	\$1,060.00
936	24	297	0	\$1,060.00
936	24	298	0	\$1,060.00
936	24	299	0	\$1,060.00
936	24	300	0	\$1,060.00
936	24	301	0	\$1,060.00
936	24	302	0	\$1,060.00
936	24	303	0	\$1,060.00
936	24	304	0	\$1,060.00
936	24	305	0	\$1,060.00
936	24	306	0	\$1,060.00
936	24	307	0	\$1,060.00
936	24	308	0	\$1,060.00
936	24	309	0	\$1,060.00
936	24	310	0	\$1,060.00
936	24	311	0	\$1,060.00
936	24	312	0	\$1,060.00
936	24	313	0	\$1,060.00
936	24	314	0	\$1,060.00
936	24	315	0	\$1,060.00
936	24	352	0	\$1,060.00
936	24	353	0	\$1,060.00
936	24	354	0	\$1,060.00
936	24	355	0	\$1,060.00
936	24	356	0	\$1,060.00
936	24	357	0	\$1,060.00
936	24	358	0	\$1,060.00
936	24	359	0	\$1,060.00
936	24	486	0	\$1,060.00
936	24	487	0	\$1,060.00

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Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
936	24	488	0	\$1,060.00
936	24	489	0	\$1,060.00
936	24	490	0	\$1,060.00
936	24	491	0	\$1,060.00
936	24	492	0	\$1,060.00
936	24	493	0	\$1,060.00
936	24	316	0	\$1,060.00
936	24	317	0	\$1,060.00
936	24	318	0	\$1,060.00
936	24	319	0	\$1,060.00
936	24	320	0	\$1,060.00
936	24	321	0	\$1,060.00
936	24	322	0	\$1,060.00
936	24	323	0	\$1,060.00
936	24	360	0	\$1,060.00
936	24	361	0	\$1,060.00
936	24	362	0	\$1,060.00
936	24	363	0	\$1,060.00
936	24	364	0	\$1,060.00
936	24	365	0	\$1,060.00
936	24	366	0	\$1,060.00
936	24	367	0	\$1,060.00
936	24	324	0	\$1,060.00
936	24	325	0	\$1,060.00
936	24	326	0	\$1,060.00
936	24	327	0	\$1,060.00
936	24	328	0	\$1,060.00
936	24	329	0	\$1,060.00
936	24	330	0	\$1,060.00
936	24	380	0	\$1,060.00
936	24	381	0	\$1,060.00
936	24	382	0	\$1,060.00
936	24	383	0	\$1,060.00
936	24	384	0	\$1,060.00
936	24	385	0	\$1,060.00
936	24	386	0	\$1,060.00
936	24	331	0	\$1,060.00
936	24	332	0	\$1,060.00
936	24	333	0	\$1,060.00
936	24	334	0	\$1,060.00
936	24	335	0	\$1,060.00
936	24	336	0	\$1,060.00
936	24	337	0	\$1,060.00
936	24	387	0	\$1,060.00

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Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
936	24	388	0	\$1,060.00
936	24	389	0	\$1,060.00
936	24	390	0	\$1,060.00
936	24	391	0	\$1,060.00
936	24	392	0	\$1,060.00
936	24	393	0	\$1,060.00
936	24	338	0	\$1,060.00
936	24	339	0	\$1,060.00
936	24	340	0	\$1,060.00
936	24	341	0	\$1,060.00
936	24	342	0	\$1,060.00
936	24	343	0	\$1,060.00
936	24	344	0	\$1,060.00
936	24	394	0	\$1,060.00
936	24	395	0	\$1,060.00
936	24	396	0	\$1,060.00
936	24	397	0	\$1,060.00
936	24	398	0	\$1,060.00
936	24	345	0	\$1,060.00
936	24	346	0	\$1,060.00
936	24	347	0	\$1,060.00
936	24	348	0	\$1,060.00
936	24	349	0	\$1,060.00
936	24	350	0	\$1,060.00
936	24	351	0	\$1,060.00
936	24	453	0	\$1,060.00
936	24	454	0	\$1,060.00
936	24	455	0	\$1,060.00
936	24	456	0	\$1,060.00
936	24	457	0	\$1,060.00
936	24	458	0	\$1,060.00
936	24	459	0	\$1,060.00
936	24	460	0	\$1,060.00
936	24	471	0	\$1,060.00
936	24	472	0	\$1,060.00
936	24	473	0	\$1,060.00
936	24	474	0	\$1,060.00
936	24	475	0	\$1,060.00
936	24	476	0	\$1,060.00
936	24	477	0	\$1,060.00
936	24	478	0	\$1,060.00
936	24	479	0	\$1,060.00
936	24	480	0	\$1,060.00
936	24	481	0	\$1,060.00

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Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
936	24	482	0	\$1,060.00
936	24	483	0	\$1,060.00
936	24	484	0	\$1,060.00
936	24	485	0	\$1,060.00
936	24	461	0	\$1,060.00
936	24	462	0	\$1,060.00
936	24	463	0	\$1,060.00
936	24	464	0	\$1,060.00
936	24	465	0	\$1,060.00
936	24	466	0	\$1,060.00
936	24	467	0	\$1,060.00
936	24	468	0	\$1,060.00
936	24	469	0	\$1,060.00
936	24	470	0	\$1,060.00
936	24	368	0	\$1,060.00
936	24	369	0	\$1,060.00
936	24	370	0	\$1,060.00
936	24	371	0	\$1,060.00
936	24	372	0	\$1,060.00
936	24	373	0	\$1,060.00
936	24	374	0	\$1,060.00
936	24	375	0	\$1,060.00
936	24	376	0	\$1,060.00
936	24	377	0	\$1,060.00
936	24	378	0	\$1,060.00
936	24	379	0	\$1,060.00
936	24	506	0	\$1,060.00
936	24	507	0	\$1,060.00
936	24	508	0	\$1,060.00
936	24	509	0	\$1,060.00
936	24	510	0	\$1,060.00
936	24	511	0	\$1,060.00
936	24	512	0	\$1,060.00
936	24	513	0	\$1,060.00
936	24	514	0	\$1,060.00
936	24	494	0	\$1,060.00
936	24	495	0	\$1,060.00
936	24	496	0	\$1,060.00
936	24	497	0	\$1,060.00
936	24	498	0	\$1,060.00
936	24	499	0	\$1,060.00
936	24	500	0	\$1,060.00
936	24	501	0	\$1,060.00
936	24	502	0	\$1,060.00

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 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
936	24	503	0	\$1,060.00
936	24	504	0	\$1,060.00
936	24	505	0	\$1,060.00
936	24	515	0	\$1,060.00
936	24	516	0	\$1,060.00
936	24	517	0	\$1,060.00
936	24	518	0	\$1,060.00
936	24	519	0	\$1,060.00
936	24	520	0	\$1,060.00
936	24	521	0	\$1,060.00
936	24	522	0	\$1,060.00
936	24	523	0	\$1,060.00
936	24	524	0	\$1,060.00
936	24	525	0	\$1,060.00
936	24	526	0	\$1,060.00
936	24	527	0	\$1,060.00
936	24	528	0	\$1,060.00
936	24	529	0	\$1,060.00
936	24	530	0	\$1,060.00
936	24	531	0	\$1,060.00
936	24	532	0	\$1,060.00
280	431	2	0	\$0.00
280	431	3	0	\$0.00
280	432	14	0	\$0.00
280	432	13	0	\$0.00
280	432	11	0	\$0.00
280	432	12	0	\$0.00
280	432	7	0	\$0.00
280	432	8	0	\$0.00
280	432	9	0	\$0.00
280	432	10	0	\$0.00
280	412	45	0	\$1,612.08
280	412	44	0	\$1,612.08
280	412	43	0	\$1,192.50
280	412	42	0	\$1,612.08
280	412	41	0	\$1,612.08
280	412	40	0	\$1,612.08
280	412	39	0	\$1,612.08
280	412	38	0	\$1,192.50
280	412	37	0	\$1,612.08
280	412	36	0	\$1,612.08
280	412	35	0	\$1,192.50
280	412	34	0	\$1,612.08
280	412	33	0	\$1,612.08

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	412	32	0	\$1,612.08
280	412	31	0	\$1,612.08
280	412	30	0	\$1,612.08
280	412	29	0	\$1,192.50
280	412	28	0	\$1,612.08
280	412	27	0	\$1,612.08
280	412	26	0	\$1,192.50
280	412	25	0	\$1,612.08
280	412	24	0	\$1,192.50
280	412	23	0	\$1,612.08
280	412	22	0	\$1,612.08
280	412	21	0	\$1,612.08
280	412	20	0	\$1,192.50
280	412	19	0	\$1,612.08
280	412	3	0	\$0.00
280	412	4	0	\$0.00
280	412	5	0	\$0.00
280	412	6	0	\$0.00
280	412	7	0	\$0.00
280	412	8	0	\$0.00
280	412	9	0	\$0.00
280	412	10	0	\$0.00
280	412	11	0	\$0.00
280	412	12	0	\$0.00
280	412	13	0	\$0.00
280	412	14	0	\$0.00
280	412	15	0	\$0.00
280	412	16	0	\$0.00
280	412	17	0	\$0.00
280	412	18	0	\$0.00
280	391	46	0	\$1,612.08
280	391	45	0	\$1,612.08
280	391	44	0	\$1,192.50
280	391	43	0	\$1,612.08
280	391	42	0	\$1,612.08
280	391	41	0	\$1,612.08
280	391	40	0	\$1,192.50
280	391	39	0	\$1,612.08
280	391	38	0	\$1,612.08
280	391	37	0	\$1,612.08
280	391	36	0	\$1,192.50
280	391	35	0	\$1,612.08
280	391	34	0	\$1,612.08
280	391	33	0	\$1,612.08

Fullerton School District
CFD No. 2001-1
Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
280	391	32	0	\$1,192.50
280	391	31	0	\$1,612.08
280	391	28	0	\$1,612.08
280	391	29	0	\$1,612.08
280	391	30	0	\$1,192.50
280	391	23	0	\$1,612.08
280	391	24	0	\$1,192.50
280	391	25	0	\$1,612.08
280	391	26	0	\$1,192.50
280	391	27	0	\$1,612.08
280	391	47	0	\$0.00
280	391	48	0	\$0.00
280	391	49	0	\$0.00
280	391	50	0	\$0.00
280	391	51	0	\$0.00
280	391	52	0	\$0.00
280	391	53	0	\$0.00
280	391	54	0	\$0.00
280	391	55	0	\$0.00
280	391	56	0	\$0.00
280	391	57	0	\$0.00
934	36	189	0	\$1,060.00
934	36	190	0	\$1,060.00
934	36	191	0	\$1,060.00
934	36	192	0	\$1,060.00
934	36	193	0	\$1,060.00
934	36	194	0	\$1,060.00
934	36	22	0	\$1,060.00
934	36	23	0	\$1,060.00
934	36	24	0	\$1,060.00
934	36	25	0	\$1,060.00
934	36	26	0	\$1,060.00
934	36	27	0	\$1,060.00
934	36	28	0	\$1,060.00
934	36	29	0	\$1,060.00
934	36	30	0	\$1,060.00
934	36	31	0	\$1,060.00
934	36	32	0	\$1,060.00
934	36	33	0	\$1,060.00
934	36	34	0	\$1,060.00
934	36	35	0	\$1,060.00
934	36	36	0	\$1,060.00
934	36	37	0	\$1,060.00
934	36	38	0	\$1,060.00

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
934	36	39	0	\$1,060.00
934	36	40	0	\$1,060.00
934	36	41	0	\$1,060.00
934	36	42	0	\$1,060.00
934	36	43	0	\$1,060.00
934	36	44	0	\$1,060.00
934	36	45	0	\$1,060.00
934	36	46	0	\$1,060.00
934	36	47	0	\$1,060.00
934	36	48	0	\$1,060.00
934	36	49	0	\$1,060.00
934	36	50	0	\$1,060.00
934	36	51	0	\$1,060.00
934	36	52	0	\$1,060.00
934	36	53	0	\$1,060.00
934	36	54	0	\$1,060.00
934	36	55	0	\$1,060.00
934	36	56	0	\$1,060.00
934	36	57	0	\$1,060.00
934	36	58	0	\$1,060.00
934	36	59	0	\$1,060.00
934	36	60	0	\$1,060.00
934	36	61	0	\$1,060.00
934	36	62	0	\$1,060.00
934	36	63	0	\$1,060.00
934	36	64	0	\$1,060.00
934	36	65	0	\$1,060.00
934	36	66	0	\$1,060.00
934	36	67	0	\$1,060.00
934	36	68	0	\$1,060.00
934	36	69	0	\$1,060.00
934	36	70	0	\$1,060.00
934	36	71	0	\$1,060.00
934	36	72	0	\$1,060.00
934	36	73	0	\$1,060.00
934	36	74	0	\$1,060.00
934	36	75	0	\$1,060.00
934	36	76	0	\$1,060.00
934	36	77	0	\$1,060.00
934	36	78	0	\$1,060.00
934	36	79	0	\$1,060.00
934	36	80	0	\$1,060.00
934	36	81	0	\$1,060.00
934	36	82	0	\$1,060.00

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
934	36	83	0	\$1,060.00
934	36	84	0	\$1,060.00
934	36	85	0	\$1,060.00
934	36	86	0	\$1,060.00
934	36	87	0	\$1,060.00
934	36	88	0	\$1,060.00
934	36	89	0	\$1,060.00
934	36	90	0	\$1,060.00
934	36	91	0	\$1,060.00
934	36	92	0	\$1,060.00
934	36	93	0	\$1,060.00
934	36	94	0	\$1,060.00
934	36	95	0	\$1,060.00
934	36	96	0	\$1,060.00
934	36	97	0	\$1,060.00
934	36	98	0	\$1,060.00
934	36	99	0	\$1,060.00
934	36	100	0	\$1,060.00
934	36	101	0	\$1,060.00
934	36	102	0	\$1,060.00
934	36	103	0	\$1,060.00
934	36	104	0	\$1,060.00
934	36	105	0	\$1,060.00
934	36	106	0	\$1,060.00
934	36	107	0	\$1,060.00
934	36	108	0	\$1,060.00
934	36	109	0	\$1,060.00
934	36	110	0	\$1,060.00
934	36	111	0	\$1,060.00
934	36	112	0	\$1,060.00
934	36	113	0	\$1,060.00
934	36	114	0	\$1,060.00
934	36	115	0	\$1,060.00
934	36	116	0	\$1,060.00
934	36	117	0	\$1,060.00
934	36	118	0	\$1,060.00
934	36	119	0	\$1,060.00
934	36	120	0	\$1,060.00
934	36	121	0	\$1,060.00
934	36	122	0	\$1,060.00
934	36	123	0	\$1,060.00
934	36	124	0	\$1,060.00
934	36	125	0	\$1,060.00
934	36	126	0	\$1,060.00

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
934	36	127	0	\$1,060.00
934	36	128	0	\$1,060.00
934	36	129	0	\$1,060.00
934	36	130	0	\$1,060.00
934	36	131	0	\$1,060.00
934	36	132	0	\$1,060.00
934	36	133	0	\$1,060.00
934	36	134	0	\$1,060.00
934	36	135	0	\$1,060.00
934	36	136	0	\$1,060.00
934	36	137	0	\$1,060.00
934	36	138	0	\$1,060.00
934	36	139	0	\$1,060.00
934	36	140	0	\$1,060.00
934	36	141	0	\$1,060.00
934	36	142	0	\$1,060.00
934	36	143	0	\$1,060.00
934	36	144	0	\$1,060.00
934	36	145	0	\$1,060.00
934	36	146	0	\$1,060.00
934	36	147	0	\$1,060.00
934	36	148	0	\$1,060.00
934	36	149	0	\$1,060.00
934	36	150	0	\$1,060.00
934	36	151	0	\$1,060.00
934	36	152	0	\$1,060.00
934	36	153	0	\$1,060.00
934	36	154	0	\$1,060.00
934	36	155	0	\$1,060.00
934	36	156	0	\$1,060.00
934	36	157	0	\$1,060.00
934	36	158	0	\$1,060.00
934	36	159	0	\$1,060.00
934	36	160	0	\$1,060.00
934	36	161	0	\$1,060.00
934	36	162	0	\$1,060.00
934	36	163	0	\$1,060.00
934	36	164	0	\$1,060.00
934	36	165	0	\$1,060.00
934	36	166	0	\$1,060.00
934	36	167	0	\$1,060.00
934	36	168	0	\$1,060.00
934	36	169	0	\$1,060.00
934	36	170	0	\$1,060.00

Fullerton School District
 CFD No. 2001-1
 Special Tax Levy For Fiscal Year 2009/2010

Book	Page	Parcel	Interest	Special Tax
934	36	171	0	\$1,060.00
934	36	172	0	\$1,060.00
934	36	173	0	\$1,060.00
934	36	174	0	\$1,060.00
934	36	175	0	\$1,060.00
934	36	176	0	\$1,060.00
934	36	177	0	\$1,060.00
934	36	178	0	\$1,060.00
934	36	179	0	\$1,060.00
934	36	180	0	\$1,060.00
934	36	181	0	\$1,060.00
934	36	182	0	\$1,060.00
934	36	183	0	\$1,060.00
934	36	184	0	\$1,060.00
934	36	185	0	\$1,060.00
934	36	186	0	\$1,060.00
934	36	187	0	\$1,060.00
934	36	188	0	\$1,060.00
280	441	12	0	\$0.00
280	441	13	0	\$0.00
280	441	9	0	\$0.00
280	441	11	0	\$0.00
280	441	10	0	\$0.00
280	441	14	0	\$0.00
280	312	4	0	\$0.00

Major Conclusions	
Total Number of Parcels	1,213
Number of Parcels Taxed	1,129
Total Special Tax Levy for Fiscal Year 2009/2010	\$1,907,484.76

ACTION ITEM

DATE: June 2, 2009

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

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

PRESENTED BY: Suwen Su, Director, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **HEAR PRESENTATION AND ACCEPT REPORT OF 2008/2009 FINAL MEASURE CC GENERAL OBLIGATION BOND AUDIT AND FINANCIAL AND PERFORMANCE AUDITS REQUIRED BY PROPOSITION 39**

Background: The Fullerton School District's annual financial transactions are audited every year by an independent auditing firm as required by Education Code 41020. With the passage of Fullerton School District's Bond Measure CC in March 2002, financial and performance audits are also to be conducted on an annual basis. These financial and performance audits are legal requirements of Proposition 39 whereby the Board of Trustees must authorize annual independent financial and performance audits to ensure that proceeds from the sale of bonds have been expended on projects included in the Bond Measure.

On March 12, 2008, our contract with Nigro, Nigro & White, PC, was renewed to conduct all District audits for the fiscal years ended June 30, 2008, 2009, and 2010. A copy of the Measure CC final audit report for the 2008/2009 fiscal year is attached.

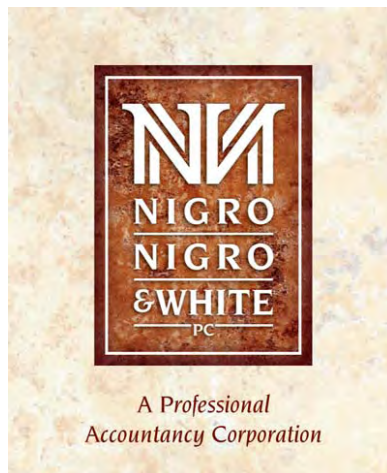
Rationale: The District is fulfilling the legal requirements of Proposition 39 which state that the Board of Trustees must authorize annual independent financial and performance audits to ensure that proceeds from the sale of bonds have been expended on projects included in the Bond Measure. The District's financial transactions are audited annually by an independent auditing firm as required by Education Code 41020.

Funding: Not applicable.

Recommendation: Hear presentation and accept report of 2008/2009 final Measure CC General Obligation Bond audit and financial and performance audits required by Proposition 39.

GC:SS:RG:gs
Attachment

**MEASURE "CC"
GENERAL OBLIGATION BOND
BUILDING FUND OF
FULLERTON SCHOOL DISTRICT
AUDIT REPORT
March 31, 2009**



**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT
AUDIT REPORT
March 31, 2009**

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Board of Accountancy

The Board of Trustees and the
Citizens' Bond Oversight Committee
Fullerton School District
Fullerton, California

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying balance sheet of the Measure "CC" General Obligation Bond Building Fund (the "Fund") of Fullerton School District (the "District") as of March 31, 2009, and the related statement of revenues, expenditures and changes in fund balance as of and for the period ended March 31, 2009. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial and performance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1A, the financial statements present only the individual Measure "CC" General Obligation Bond Building Fund and are not intended to present fairly the financial position of the District in conformity with generally accepted accounting principles.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Measure "CC" General Obligation Bond Building Fund of Fullerton School District, as of March 31, 2009, and the results of its operations for the period then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2009 on our consideration of the Measure "CC" General Obligation Bond Building Fund of Fullerton School District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

A handwritten signature in cursive script that reads "Nijm Nijm & White, PC".

Murrieta, California
May 9, 2009

Financial Section

**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT**

Balance Sheet

March 31, 2009

ASSETS

Cash \$ -

Total Assets \$ -

LIABILITIES AND FUND BALANCE

Liabilities

Accounts payable \$ -

Total Liabilities -

Fund Balances

Unreserved -

Total Liabilities and Fund Balance \$ -

The notes to the financial statements are an integral part of this statement.

**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Period Ended March 31, 2009**

REVENUES	
Interest earnings	\$ 14,221
Total Revenues	14,221
 EXPENDITURES	
Materials and supplies	10,040
Services and other operating expenditures	199,010
Capital outlay	1,491,594
Total Expenditures	1,700,644
 Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures	 (1,686,423)
 Fund Balance, June 30, 2008	 1,686,423
 Fund Balance, March 31, 2009	 \$ -

The notes to the financial statements are an integral part of this statement.

**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT**

Notes to Financial Statements

March 31, 2009

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

On March 5, 2002 the District voters authorized \$49,700,000 in General Obligation Bonds (Measure "CC") for the purpose of constructing new facilities, such as multipurpose rooms, and renovation and improvement at existing schools and to fund a portion of the cost of the construction of a new elementary school. An advisory committee to the Measure "CC" Bond Oversight Committee was established. The Committee's oversight goals include reviewing and reporting on the expenditure of taxpayers' money for school construction, that bond funds are spent on projects included on the ballot, and that annual independent performance and financial audits are performed.

The bond proceeds and uses are accounted for in the District's Bond Building Fund. The statements presented are for the Measure "CC" General Obligation Bond Building Fund and are not intended to be a complete presentation of the District's financial position or results of operation.

B. Accounting Policies

The Fullerton School District accounts for its financial transactions in accordance with the policies and procedures of the State Department of Education's *California School Accounting Manual*. The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

C. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements of the Measure "CC" General Obligation Bond Building Fund are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year-end. Expenditures are generally recognized under the modified accrual basis of accounting when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due in the District's Bond Interest and Redemption Fund.

**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT**
Notes to Financial Statements
March 31, 2009

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid. All encumbrances are liquidated as of March 31, 2009.

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 2 – CASH AND INVESTMENTS

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Cash in County Treasury – The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT**
Notes to Financial Statements
March 31, 2009

NOTE 2 – CASH AND INVESTMENTS (continued)

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are described below:

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Treasury. The District closed its Bond Building Fund in April and subsequently has no funds remaining.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As of March 31, 2009, there was no cash in the Bond Building Fund.

NOTE 3 – MEASURE "CC" GENERAL OBLIGATION BONDS

On March 5, 2002, a special election was held at which more than 55 percent of the voters in the District approved Measure "CC", which authorized the issuance and sale of \$49.7 million of general obligation bonds. The bonds are general obligations of the District, and the County is obligated to annually levy ad valorem taxes for the payment of the interest on, and the principal of the bonds. The receipt of these taxes and the payment of bond principal and interest are accounted for in a separate fund, which is not presented here. The bonds were issued to finance the construction of new facilities, such as multipurpose rooms, and renovation and improvement at existing schools and to fund a portion of the cost of construction of a new elementary school.

Series A

On June 18, 2002, the District issued Series A, in the amount of \$40,000,458. The issue consisted of: a) Current Interest Bonds of \$23,415,000 with stated interest rates ranging from 3.25% to 5.375% and fully maturing on August 1, 2019, b) Term Bonds of \$12,040,000 with a stated interest rate of 5.0% due August 1, 2026 and c) Capital Appreciation Bonds of \$4,545,458 with yields to maturity ranging from 5.45% to 5.65% and fully maturing on August 1, 2023. At March 31, 2009, the outstanding balance on the bonds was \$ 36,470,458, in addition to \$ 1,970,538 of accreted interest on the capital appreciation bonds.

**MEASURE "CC" GENERAL OBLIGATION BOND BUILDING FUND OF
FULLERTON SCHOOL DISTRICT**

Notes to Financial Statements

March 31, 2009

NOTE 3 – MEASURE "CC" GENERAL OBLIGATION BONDS (continued)

Series B

On August 3, 2005 the District issued Series B of its General Obligation Bonds, 2002 Election, in the amount of \$9,699,542. The issue consists of \$6,959,542 Serial Bonds having interest rates ranging from 3.9% to 4.5% and maturing on August 1, 2022, and \$2,740,000 Term Bonds with a stated interest rate of 5.125% and maturing on August 1, 2026. At March 31, 2009 the outstanding balance on the bonds was \$ 8,920,000.

The annual requirements to amortize all general obligation bonds payable, outstanding as of March 31, 2009, are as follows:

<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2009-10	\$ 1,295,000	\$ 1,921,750	\$ 3,216,750
2010-11	1,440,000	1,868,181	3,308,181
2011-12	1,600,000	1,808,000	3,408,000
2012-13	1,765,000	1,740,700	3,505,700
2013-14	1,940,000	1,662,700	3,602,700
2014-19	12,940,000	6,690,950	19,630,950
2019-24	10,260,458	12,720,729	22,981,187
2024-27	14,150,000	1,103,300	15,253,300
	<u>\$ 45,390,458</u>	<u>\$ 29,516,310</u>	<u>\$ 74,906,768</u>

NOTE 4 – AUDIT REQUIREMENT

In accordance with California Constitution, Article XIII (A) , the District must conduct an annual independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects. Since the proceeds have been fully expended, no further audit requirements apply.

Other Independent Auditors' Reports



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The Board of Trustees and the
Citizens' Bond Oversight Committee
Fullerton School District
Fullerton, California

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

We have audited the financial statements of the Measure "CC" General Obligation Bond Building Fund of Fullerton School District as of and for the period ended March 31, 2009, and have issued our report thereon dated May 9, 2009. We conducted our audit in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Measure "CC" General Obligation Bond Building Fund of Fullerton School District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Measure "CC" General Obligation Bond Building Fund of Fullerton School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Measure "CC" General Obligation Bond Building Fund of Fullerton School District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliability in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be presented or detected by the entity's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control over financial reporting that might be significant deficiencies or material weaknesses. We identified no deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

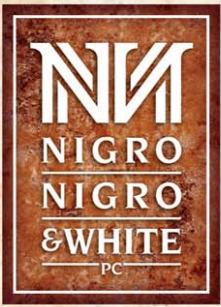
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Measure "CC" General Obligation Bond Building Fund of Fullerton School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the Measure "CC" Bond Oversight Committee, the District Governing Board, management, and the taxpayers of Fullerton School District and is not intended to be and should not be used by anyone other than the specified parties.



Murrieta, California
May 9, 2009



A Professional
Accountancy Corporation

Jeff Nigro, CPA

Elizabeth Nigro, CPA

Christy White, CPA

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Fullerton, California

INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

We have audited the financial statements of the Measure "CC" General Obligation Bond Building Fund of Fullerton School District (the "District") as of and for the period ended March 31, 2009 and have issued our report thereon dated May 9, 2009. Our audit was made in accordance with auditing standards generally accepted in the United States of America and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In connection with our audit, we also performed an audit for compliance as required in the performance requirements for the Proposition 39 Measure "CC" General Obligation Bond for the period ended March 31, 2009. The objective of the examination of compliance applicable to the District is to determine with reasonable assurance that the proceeds from the sale of the bonds were only used for the purposes set forth in the ballot measure and not for any other purpose, including teacher and administrator salaries and other operating expenses.

Our audit of compliance made for the purpose set forth in the preceding paragraph would not necessarily disclose all instances of noncompliance.

In our opinion, the District complied with the compliance requirements for the Measure "CC" General Obligation Bond proceeds listed and tested above.

This report is intended for the information of the Board of Trustees, management and the Citizens' Oversight Committee; however, this report is a matter of public record.

Murrieta, California
May 9, 2009

ACTION ITEM

DATE: June 2, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE THE 2009 EXTENDED YEAR SITE-BASED PROGRAMS
SUBJECT TO POSITIVE OPERATIONAL BUDGETS**

Background: Supplemental instructional programs may be offered during summer sessions. Learning support is provided through supplemental instructional programs that target students who may have been recommended for retention or been retained, are not demonstrating sufficient progress toward passing the California High School Exit Exam (CAHSEE), or need reinforcement in core academic subjects (English, mathematics, social studies, science, visual and performing arts, health, and physical education).

The supplemental instructional programs described above, are reimbursed by the State of California on an hourly rate basis. For each hour a student actually attends the supplemental instructional program, the District is reimbursed at the approximate range of \$2.00-\$3.50 per student per attendance hour and depending on the type of supplemental instructional program.

State reimbursement rates are subject to change at any time.

Rationale: Fullerton School District provides supplemental instructional programs during each school year and during the summer to further support the learning needs of our students. The summer Extended Year Site-Based programs are reimbursable supplemental instructional programs. The programs will be offered only if District and site budgets are not negatively impacted.

Funding: The District will receive reimbursement from the State at the supplemental instructional program rates ranging from \$2.00-\$3.50 per student per attendance hour depending on the type of supplemental instructional program.

Recommendation: Approve the 2009 Extended Year Site-Based Programs subject to positive operational budgets.

JM:nm

ACTION ITEM

DATE: June 2, 2009

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

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

PREPARED BY: Kathleen Carroll, Director, Classified Personnel Services

SUBJECT: **ADOPT RESOLUTION 08/09-23 ELIMINATING/REDUCING IDENTIFIED CLASSIFIED POSITIONS EFFECTIVE JULY 20, 2009**

Background: The formal layoff process, which begins with Board adoption of a resolution, is a traditional process that allows for staffing flexibility as funding sources and/or job tasks are eliminated, reduced, or transferred. Although Education Codes 45114 and 45117 require adherence to this formal resolution and classified employee notification process, employees identified for layoff are usually transferred into comparable open positions as they become available at the start of a new school year. If an employee is not placed in a comparable position, he/she is allowed to exercise bumping rights and/or be placed on a 39-month reemployment list. If the employee agrees to placement into a position with fewer hours, another 24 months of reemployment rights are provided.

The Board of Trustees must approve a resolution of layoff prior to the implementation of staffing recommendations. Employee notification, bargaining unit negotiation and alternative placement, if necessary, will be made following Board approval. Positions identified for layoff are listed on the attached Resolution 08/09-23.

Rationale: A proposed reduction in District revenue requires the elimination of current and vacant positions. In anticipation of these funding reductions, open positions and future openings due to retirement, resignation, promotion, etc., will be utilized to restore employees placed on layoff.

Funding: Not applicable.

Recommendation: Adopt resolution 08/09-23 eliminating/reducing identified classified positions effective July 20, 2009.

MD:KC:ph
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION NO. 08/09-23**

**REDUCTION OR ELIMINATION OF IDENTIFIED POSITIONS OF PARTICULAR KINDS OF
SERVICES NOW BEING PERFORMED BY CLASSIFIED STAFF**

WHEREAS, pursuant to Education Code Section 45308, it is the opinion of this Board that it has become necessary to reduce or eliminate particular kinds of services; and

WHEREAS, it is the opinion of this Board that the following particular kind of service be reduced or eliminated effective July 20, 2009:

Position reductions:

- 1 Clerical Assistant II/BB @ 8 to 6 hours a day
- 1 Clerical Assistant II/BB @ 6 to 3.75 hours a day
- 1 Clerical Assistant II/BB @ 7.75 to 3.5 hours a day (vacant)
- 1 Clerical Assistant II @ 7 to 3.5 hours a day
- 2 After School Site Leads @ 10.42 to 10 months a year
- 2 After School Site Leads @ 12 to 10 months a year
- 1 Social Services Assistant @ 8 to 6.88 hours a day
- 1 Social Services Assistant @ 8 to 4 hours a day
- 1 Instructional Assistant/SE @ 7 to 6 hours a day
- 1 Instructional Assistant/Technology @ 35 to 20 hours a week

Position eliminations:

- 1 Clerical Assistant II/BB @ 6 hours a day (10.42 months)
- 1 Instructional Assistant/Recreation @ 12.4 hours a week (9.50 month)
- 1 Instructional Assistant/Recreation @ 15 hours a week (9.50 month) vacant
- 1 Instructional Assistant/Recreation @ 15.8 hours a week (9.50 month) vacant
- 1 Instructional Assistant/Recreation @ 18.75 hours a week (9.50 month)
- 1 Instructional Assistant/Bilingual Bi-literate @ 3.50 hours a day (9.50 month)
- 1 Instructional Assistant/Bilingual Bi-literate/Korean @ 3 hours a day (9.50 month)
- 1 Instructional Assistant/Regular @ 3.25 hours a day (9.50 month)
- 1 Instructional Assistant/Regular @ 3.80 hours a day (9.50 month)
- 1 Instructional Assistant/Technology @ 3.00 a day (9.50 month)
- 1 Instructional Assistant/Technology @ 3.80 a day (9.50 month)
- 1 Instructional Assistant/Technology @ 3.75 a day (9.50 month)
- 1 Social Services Assistant @ 6 hours a day (10 months)

WHEREAS, it is the opinion of the Board that it is necessary by reason of the aforementioned reduction of service to decrease months or hours by the equivalent of 12 positions and to decrease the number of classified positions by the equivalent of 13 positions effective July 20, 2009;

WHEREAS, in determining the amount of service to be reduced or eliminated, the Governing Board has considered all assured attrition due to resignations and retirements, and the reduction or elimination identified above are necessary in addition to such attrition;

WHEREAS, the Education Code requires that various actions be taken and notices be forwarded no later than 45 days before the effective date of the layoff.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the Fullerton School District, that effective with the 2009-2010 school year the identified positions shall be and hereby are reduced or eliminated to the extent hereinabove set forth and that the Superintendent or designee is directed to give notice pursuant to Education Code Section 45117 of the position reductions and/or eliminations.

BE IT FURTHER RESOLVED, that the Superintendent, or designee, is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this Resolution.

The foregoing Resolution was adopted by the Governing Board of the Fullerton School District on this 2nd day of June 2009.

Hilda Sugarman, President, Board of Trustees
Fullerton School District

Dr. Mitch Hovey, Superintendent
Fullerton School District

ACTION ITEM

DATE: June 2, 2009

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

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

SUBJECT: **APPROVE AUTHORIZATION FOR ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) TO RETAIN THE SERVICES OF BEST, BEST & KRIEGER AND DMC ENGINEERING TO REPRESENT THE DISTRICT IN NEGOTIATIONS AND POSSIBLE LITIGATION. THE DISTRICT HEREBY AGREES TO PAY ITS PROPORTIONATE SHARE OF THE ATTORNEYS' FEES AND ENGINEERING FEES BASED ON THE DISTRICT'S AVERAGE DAILY ATTENDANCE**

Background:

The school districts and community college districts located within the boundaries of the Orange County Sanitation District have been holding discussions with representatives of the Orange County Sanitation District regarding capital facilities capacity charges (CFCC) proposed by the Orange County Sanitation District (OCSD). The dispute revolves around whether the fees are properly calculated under the law and what the amount of appropriate fees should be.

In a letter dated September 24, 2004, OCSD classified schools in the low demand group. OCSD has since reclassified schools in the average demand group at a significantly higher rate.

On January 22, 2007, the OCSD notified school districts located within the boundaries of OCSD that it had enacted Ordinance 30B that requires all school districts and community college districts to pay for their fair share of additional OCSD capital facilities resulting from new school expansion projects. The letter indicated that schools were included in the average demand group and that the average demand rate for capital facilities capacity charges (CFCC) went from \$675 per 1,000 square feet of building from July 1999 through December 2003, to \$1,050 per 1,000 square feet effective April 1, 2004, and increased again on July 2006 to \$1,310 per 1,000 square feet.

The legal background is that the California Supreme Court in San Marcos Water District v. San Marcos Unified School District ruled that special districts could not levy a capital facility fee unless it is authorized by the Legislature. In response to the California Supreme Court's decision, the Legislature added a number of provisions to the Government Code to allow the imposition of capital fees under certain limited circumstances. Government Code section 54999.3(a) limits the imposition of capital fees as follows, "Where necessary to defray the actual construction costs of that portion of the public utility facility actually serving the public agency." One aspect of the disagreement with the OCSD is whether OCSD must do a study to show specifically the impact that school districts have on the actual construction costs of OCSD. OCSD has not done a specific study, but has done a general study of the capital costs.

In order to pursue this matter, the districts have authorized OCDE to negotiate on behalf of the districts. An advisory committee of chief business officials has been appointed to work with Wendy Benkert and Ronald Wenkart to conduct the negotiation.

The committee now feels that it is necessary to retain the service of outside counsel and an engineering firm to assist the committee in negotiating with OCDE. The committee is recommending the retention of the law firm of Best, Best & Krieger, attorneys Scott C. Smith and Jeffrey Dunn, and DMC Engineering to assist the committee.

Fee estimates include \$5,000.00 per month during the negotiation phase of the process. This process could take up to six months. If litigation is filed, the cost estimate increases to \$15,000.00 per month for the duration of the litigation. The fee will be divided among the twenty client school districts/community college districts based on Average Daily Attendance.

Rationale: The method of calculating fees for school districts served by the Orange County Sanitation District (OCSD) has been discussed for several years and has not been resolved. Staff believes it is in the best interest of the Fullerton School District and other member districts to support the cooperative effort of retaining the services of Best, Best and Krieger and DMC Engineering to assist in our negotiations with OCSD.

Funding: District to pay its proportionate share of attorneys' fees and engineering fees based on District's average daily attendance. General Fund (01).

Recommendation: Approve authorization for Orange County Department of Education (OCDE) to retain the services of Best, Best & Krieger and DMC Engineering to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance.

GC:gs