

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 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 (10) working days before the scheduled meeting date. The Superintendent/designee shall decide 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 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 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. Comments related to the published agenda shall be limited to 3 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. Public comment will be allowed on items on the agenda at the time each item is considered.

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 you need 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.

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, June 24, 2008  
District Office Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833  
4:30 p.m.

Call to Order and Pledge of Allegiance

Public Comments

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

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 for handling. 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.

Introductions/Recognitions

Candy Diedrich Memorial Donation, Ladera Vista Junior High School

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 June 3, 2008

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 822B0373 through 822B0374, 822C0299 through 822C0305, 822D1143 through 822D1145, 822M0360 through 822M0366, 822R1356 through 822R1375, 822S0196 through 822S0200, 822V0242 through 822V0245 and 822X0691 through 822X0693 for the 2007/2008 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 101130 through 101166 for 2007/2008.
- 1e. Approve/Ratify warrants numbered 64035 through 64359 for the 2007/2008 school year in the amount of \$592,576.47.
- 1f. Approve/Ratify Food Services warrants numbered 6235 through 6281 for the 2007/2008 school year.
- 1g. Approve Organizational Memberships for 2008/2009.
- 1h. Approve Independent Consultant Agreement with Caillet Consulting for the 2008/2009 school year.
- 1i. Approve Agreement with Image One Technology Solutions for purchase of RocketSCAN software, equipment and support for 2008/2009, 2009/2010, and 2010/2011.
- 1j. Ratify award of Contract for Interior Painting at Commonwealth School and Ladera Vista Junior High School and Exterior Painting at Acacia and Woodcrest Schools, FSD-07-08-DM-02, to A.J. Fistes Corporation for Acacia, Commonwealth and Woodcrest, and to Astro Painting Company for Ladera Vista.
- 1k. Ratify award of Contract for Paving Repairs at Various School Sites 2008, FSD-08-09-DM-01, to Ben's Asphalt, Inc. for Nicolas Junior High, Raymond, Valencia Park and Woodcrest Schools and to International Pavement Solutions, Inc. for Fern Drive, Orangethorpe, Richman, and Rolling Hills Schools.
- 1l. Approve submission to the California Department of Education of Part I of the Consolidated Application for Funding Categorical Aid Programs for the 2008/2009 school year.
- 1m. Approve Consultant Agreement between Fullerton School District and the University of California, Los Angeles School Management Program for Ladera Vista Junior High School commencing September 1, 2008 and terminating June 30, 2009.
- 1n. Approve two-year Licensing Agreement between Fullerton School District and Action Learning Systems for Grades 2-6 English Language Arts Benchmark Assessments from July 1, 2008 through June 30, 2010.
- 1o. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2008 and terminating June 30, 2009.
- 1p. Approve Agreement with School Services of California for 2008/2009.

- 1q. Approve Retainer Agreement for legal services with Margaret A. Chidester & Associates for 2008/2009.
- 1r. Approve Agreement with Dean West & Associates to advise and assist the Fullerton School District in Business Services projects, effective July 1, 2008 through June 30, 2009.
- 1s. Approve extending the Retainer Agreement for legal services with Parker & Covert, LLP, effective July 1, 2008.
- 1t. Approve Software License and Maintenance Agreement with Smartetools, LLC for use of Integrated Position Control and Human Resources software, effective July 1, 2008.
- 1u. Approve Classified Tuition Reimbursements.
- 1v. Approve/Ratify Classified Personnel Report.
- 1w. Approve Change Order #1 for Beechwood School Administration/Kitchen Renovation, FSD-07-08-CC-01 to PCN3, Inc.
- 1x. Approve sharing the cost of legal fees for Bergman & Dacey to determine the legality of capital facilities fees charged to Orange County school districts by the Orange County Sanitation District.
- 1y. Approve Amendment #1 to Contract #31929 with the Orange County Department of Education for implementation and software support of the Sungard Bi-Tech Financial System.
- 1z. Award Bid No. FSD-07-08-PO1, Musical Instruments, Equipment and Supplies to the lowest responsible/responsive bidders as listed on the bid summary worksheet entitled "Summary Awards for Bid No. FSD 07-08-PO1."
- 1aa. Approve Contract with Republic Indemnity Company of America to provide Workers' Compensation excess insurance coverage at a cost not to exceed \$51,000.00 for 2008/2009.
- 1bb. Approve/Ratify Independent Contractor Agreement with Joel J. Gread Associates, Inc., to provide technical support for the implementation of a new audio and video system in the Maple School multipurpose room.
- 1cc. Approve 2008/2009 ongoing reimbursements to the parents of special education student (MIS ID #2001-01864) for parent vendored behavior specialists to provide behavior therapy in the home.
- 1dd. Approve 2008/2009 Master Contract between the Fullerton School District and the Orange County Department of Education Purchasing Division for Medi-Cal administrative activities.
- 1ee. Approve 2008/2009 parent reimbursements for quarterly out-of-state travel expenses (airfare, car rental, hotel, meals) to visit special education student (District ID # 716640) at Devereux Texas Treatment Network in Victoria, Texas.
- 1ff. Approve 2008/2009 Contract with Dyna Vox Rental Program for rental of assistive technology equipment for special education students.
- 1gg. Approve Department name change from Childcare Services to Child Development Services effective July 1, 2008.
- 1hh. Approve 2008/2009 Independent Contractor Master Contracts with Abramson Audiology dba Hear Now, Allied Interpreting Service, Inc., Dr. Chris Davidson, The Dayle McIntosh Center, Dr.

Karen Dymond, Goodwill Industries of Orange County (ATEC), Melinda J. Heise, Dr. Kristen D. Iverson, Dr. David Monkarsh, Music Therapy Service of Orange County, The Rehabilitation Institute of Southern California (RIO), United Cerebral Palsy Association of Orange County, West Shield Adolescent Services, and World Access for the Blind.

- 1ii. Approve 2008/2009 Nonpublic Agency Master Contracts with Autism Partnership, Autism Spectrum Therapies, Beth Ballinger, Vision Therapist, Center For Autism and Related Disorders (CARD), Children's Therapy Center, Coast Speech Pathology and Associates, Comprehensive Educational Services (ACES), Cornerstone Therapies, Coyne and Associates, Educational Based Services for Speech Pathology Services, Gallagher Pediatric Therapy, Irvine Therapy Services, Lindamood-Bell Learning Processes, Maxum Physical Therapy, Newport Language and Speech Center, Optometric Center of Fullerton, Orange County Therapy Services, Pacific Child and Family Association, The Reading and Language Center, Abby Rozenberg/Jennifer Obholz, Russo, Fleck & Associates, Seek Education, Inc., Judy M. Segal, Sky Pediatric, Inc., Speech Pathology Associates, Christine Stanton Petersen, and Tustin Speech and Language Center.
- 1jj. Approve 2008/2009 Nonpublic School Master Contracts with Alton School, Beacon Day School, Blind Children's Learning Center, Copper Hills Youth Center, Devereux Texas Treatment Center, Excelsior Youth Centers Incorporated, Mardan School, Oralingua School, Providence Speech and Hearing Center, Provo Canyon School, Pyramid Autism Center, Rossier Park School, Speech and Language Development Center, and Therapeutic Education Center (TEC).
- 1kk. Approve/Ratify Income Agreement Number 33211 from the Orange County Department of Education for providing online learning resources and licenses through the OC Online Portal as part of the Beginning Teacher Support and Assessment Program and Level II Technology Proficiencies during 2007/2008.
- 1ll. Approve 2008/2009 Agreements between the Assistance League of Fullerton and the Fullerton School District for Operation School Bell, Vision Screening, and the Vision Referral Project.
- 1mm. Approve 2008/2009 ongoing reimbursements to the parents of special education student (MIS ID #2000-01610) for parent vendored behavior specialists to provide behavior therapy in the school/community setting.
- 1nn. Approve 2008/2009 ongoing mileage reimbursements to the parents of special education students (MIS ID #2001-00454 and ID #1102-07) for transportation to and from students' nonpublic agency designated instruction and service and/or nonpublic school placement.
- 1oo. Approve/Ratify warrant from District 48 (Amerige Heights) numbered 1076 for the 2007/2008 school year in the amount of \$59,945.94.
- 1pp. Approve the Memorandum of Understanding with the San Diego County Office of Education for participation in the *Picture This!* grant during 2008/2009.

#### Action/Discussion Items

- 2a. Hold Public Hearing and Adopt the 2008/2009 Annual Budget – All Funds.
- 2b. Approve Lease Schedule with Academic Capital Group, Inc. for the District's Apple computers and services District-wide, and delegate to the Superintendent, Assistant Superintendent of Business Services, Director of Business Services, and/or Financial Analyst the power to negotiate and approve all terms and conditions with Academic Capital Group, Inc. that are in the best interest of the District.
- 2c. Adopt Resolution No. 07/08-28 authorizing and providing for the Levying of Special Taxes within Community Facilities District 2001-1 (Amerige Heights).

- 2d. Adopt Resolution No. 07/08-29 authorizing and providing for the Levying of Special Taxes within Community Facilities District 2000-1 (Van Daele).
- 2e. Approve two-year Grant Agreement between Children and Families Commission of Orange County and Fullerton School District to receive funds for 1.5 FTE School Readiness nurses not to exceed \$306,000.00 from July 1, 2008 through June 30, 2010.
- 2f. Adopt Declaration of Need for Fully Qualified Educators for the 2008/2009 school year.
- 2g. Approve increase in lunch and breakfast prices of \$.55 per meal effective July 1, 2008. Future price increases will be based on the annual March CPI beginning July 1, 2009.

Administrative Report

- 3a. Wellness Policy Report

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, July 22, 2008, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the Teacher Center Conference Room, District Administrative Offices, at 1401 W. Valencia Drive, Fullerton.

Fullerton School District  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, June 3, 2008  
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833  
3:30 p.m.

Call to Order and Pledge of Allegiance

President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:35 p.m., and Harold Sullivan led the Pledge of Allegiance to the flag.

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

Administration present: Dr. Mitch Hovey, Dr. Linda Caillet, Dr. Gary Cardinale, and Mr. Mark Douglas

Public Comments

There were no comments at this time.

Administrative Report - Benchmark Board Study

Linda Caillet, Sung Chi, Julie Graham, and Jennifer Shepard presented information to the Board regarding the District's benchmark assessments and how benchmark data are used to enhance student achievement. Following the presentation, a panel of District teachers (Jennifer Manassero, Erika Render, Beth Zoellner, Nancy Henderson, Connie Davis, Wendy Doeding, Terry Radzai-Sanchez, Jeanny Profeta) provided a question and answer session. FETA President Andy Montoya shared the following comments: 1) requested a chart that would reflect which districts are testing K-1; 2) stated he would like to have available, at each school site, a benchmark expert when teachers have questions; 3) requested benchmarks be done twice a year rather than three times a year. Superintendent Hovey thanked the Educational Services staff for the presentation and stated that perhaps there will be a survey in the Fall to receive additional input from teachers.

Recess to Closed Session – Agenda:

At 5:35 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]; • Superintendent Evaluation, Board Representative Lynn Thornley [Government Code section 54957.6].

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

The Board returned to open session at 6:43 p.m., and Peter Lemke led the pledge of allegiance to the flag. President Thornley reported that in closed session the Board approved a Final Settlement Compromise and Release Agreement, OAH Case Number N2008020486 between the Fullerton School District and the parents of a student (ID#50002328) for reimbursement for reasonable attorney fees payable to the Law Office of Warren Finn Client Trust Account in the amount of \$1,800.00, and a Final Settlement Compromise and Release Agreement, OAH Case Number N2008050352 between the Fullerton School District and the parents of a student (ID#800014098) for reimbursement for reasonable attorney fees payable to the Law Office of Edwin Egelsee Client Trust Account in the amount of \$6,500.00.

Public Comments

There were no comments at this time.

Introductions/Recognitions

Monthly School Report – Valencia Park School: Principal Linda Moser and Robert Jacobs presented a comprehensive overview of Valencia Park School's programs and events, including a short video. President Thornley presented a Certificate of Recognition to Eddie Cooper, State of California Classified Employee of the Year in Transportation and CSEA Chapter 130 Classified Employee of the Year.

Superintendent Hovey acknowledged and introduced the District's four California Distinguished School Principals: Sue Faassen of Acacia, Jackie Pearce of Fisler, Robin Gilligan of Hermosa Drive, and Harold Sullivan of Laguna Road.

Becky D'Arrigo introduced the nine students who received scholarships to attend this summer's Tech Trek Math & Science Camp (sponsored by the Fullerton branch of the American Association of University Women) at Whittier College: from Ladera Vista Junior High, Star Hawkins, Andrea Lopez, Genevieve Ramirez, and from Nicolas Junior High, Cynthia Chinchilla, Karen Crisanto, Yahara Flemate, Sequoia Holiman, Kelvin Perez, and Kendra Serrano. Mrs. D'Arrigo explained the scholarship process and what the girls will be doing at the Camp, and she also introduced the panel members that selected the nine students.

#### Superintendent's Report

Dr. Hovey's report: enjoyed attending the City of Fullerton's Young Hero Award Ceremony at the Public Library honoring Johnny Lee – Parks, Chad Rebensdorf – Nicolas, Millie Faber – Beechwood, Christine Woo – Fisler, and Haley Castro – Ladera Vista; attended City of Fullerton's Parks & Recreation Student Recognition Awards; attended the May 20 City Council Meeting that honored the District's four California Distinguished Schools; received exciting news from Congressman Ed Royce's office that the District's grant application for the Readiness and Emergency Management for Schools (REMS) was approved for funding totaling approximately \$250,000, to be received over an eighteen-month period beginning July 1, 2008 - the grant will allow for strengthening of school readiness and emergency plans as well as training of personnel, and many thanks to Kathy Ikola for her work on this grant; enjoyed attending the Hermosa Drive School GATE Authors event this morning; is looking forward to the many upcoming promotion ceremonies.

#### Information from the Board of Trustees

Trustee Berryman read aloud Trustee Duncan's (absent) report: attended the musical "Snow Biz" at Richman School, one of the best shows he's ever seen in the District; attended a band concert at Nicolas Junior High that showcased 5<sup>th</sup> through 8<sup>th</sup> graders, and Mr. Doug Boughter has brought the music program a long way.

Trustee Berryman's report: attended Laguna Road School's Famous People assembly where 2<sup>nd</sup> graders dressed up as famous people and were interviewed; was able to attend the BTSA Induction and stated it was very impressive to meet the enthusiastic new teachers.

Trustee Ballard's report: looking forward to attending this Thursday evening's FETA Retirees, Teacher of the Year, and Years of Service event at the Wyndham Hotel; enjoyed attending, and helped with serving, the Candlelight Dinner at Valencia Park School where the students were very dressed up, escorted by a Maitre D', were served a four-course dinner, were entertained by a DJ, and the students were very well-behaved; special acknowledgement for her friend who is retiring from the District, Suzanne Crago-Schneider - will really miss her; also acknowledged the retirement of Tony Anderson and thanked him for all he has done for the District.

Trustee Sugarman's report: spoke about the retirements of Harriet Hermann, Suzanne Crago-Schneider, and Linda Caillet and thanked them for the huge difference that they have made in the lives of children with their commitment and caring; reminded everyone of this coming Saturday's Wine Auction at 6:00 p.m. at the Fullerton Arboretum that will help to raise funds for District programs.

President Thornley stated this is a very busy time of year and commented she is looking forward to attending many of the upcoming events.

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

Luz Howchin, 2<sup>nd</sup> Vice President of the PTA, reported: on May 1, many of the PTA representatives attended the PTA convention in Long Beach; apologized to any principals that may have missed the recent PTA Installation luncheon and ensured them that next time, follow-up phone calls will be made to remind them; awarded scholarships at the luncheon to two Buena Park students; awarded Honorary Service Awards to Dr. George Giokaris, Barbara Kilponen, and the current Buena Park PTA President, Cheryl Rorick; awarded the Golden Oak Award to Minard Duncan for over 50 years of service to children.

Andy Montoya, FETA President, reported: the May 15 Rally that was attended by Management, CSEA, FETA, and the High School District was a great event, and he appreciated the support of the Board and Dr. Hovey; would like to make sure the District is compassionate with regard to the transferring of teachers; stated there are approximately 250 people signed up to attend the FETA Dinner this Thursday evening.



CSEA President Joe Ahlert's report: thanked all those who attended the May 15 Rally; will be on member release for three months, beginning tomorrow, working out of the Rancho Cucamonga field office on special assignment that will include local political activities; discussed the announcement from the State this afternoon from Assembly Budget Subcommittee Number 2 noting their recommendations. President Thornley acknowledged Classified Personnel Commissioner Clarence Hill in attendance this evening.

#### 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

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 3-1 (President Thornley abstained due to absence at the May 13 Board Meeting) to approve the minutes of the Regular meeting on May 13, 2008.

#### Consent Items

Moved by Ellen Ballard, seconded by Beverly Berryman and carried 4-0 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 822B0356 through 822B0372, 822C0291 through 822C0298, 822D1005 through 822D1142, 822M0327 through 822M0359, 822R1270 through 822R1355, 822S0180 through 822S0195, 822T0069 through 822T0071, 822V0210 through 822V0241 and 822X0663 through 822X0690 for the 2007/2008 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 101059 through 101129 for 2007/2008.
- 1e. Approve/Ratify warrants numbered 63353 through 64034 for the 2007/2008 school year in the amount of \$2,636,305.02.
- 1f. Approve/Ratify Food Services warrants numbered 6161 through 6234 for the 2007/2008 school year.
- 1g. Approve Contract with the Mind Research Institute for a Math + Music software program at Fern Drive School for 2008/2009.
- 1h. Ratify award of Contract for Maple School – Multi-Purpose Building Remodel, FSD-07-08-CC-02, to Giannelli Electric, Inc.
- 1i. Ratify award of Contract for Countertop Replacement at Various Schools 2008, FSD-07-08-CC-03, to Countertops Express.
- 1j. Approve purchase of nineteen previously leased relocatable classrooms from the State of California.
- 1k. Approve substitution of subcontractor for Beechwood School Administration/Kitchen Renovation, FSD-07-08-CC-01.
- 1l. Approve classified tuition reimbursements.
- 1m. Approve Holly Steele to attend out-of-state Science Olympiad Summer Institute in Phoenix,

Arizona, July 21-25, 2008.

- 1n. Approve a 2007/2008 overnight field trip for Nicolas Junior High teachers and students to attend the International Debate Education Association and National Junior Forensics League 2008 Tournament in Bowling Green, Kentucky, June 25-30, 2008.
- 1o. Approve/Ratify Consultant Agreement between Fullerton School District and Meadows and Associates for services to the North Orange County Beginning Teacher Support and Assessment (BTSA) Program for the period of May 27, 2008 through June 30, 2009.
- 1p. Approve Independent Contractor Agreement between Fullerton School District and Mike Mattos to provide Professional Learning Communities (PLCs) training sessions for District principals between August 2008 and June 2009.
- 1q. Approve Agreement between Fullerton School District and Orange County Department of Education to provide professional development training in the use of the Six Minute Solution and Rewards Program at Nicolas Junior High School on June 4, 2008.
- 1r. Approve Consultant Agreement between Fullerton School District and Patrick Thornell for the 2008/2009 school year.
- 1s. Approve Consultant Agreements with Dr. Martin Bonsangue Dr. Jerry Gannon, Dr. Armando Martinez-Cruz, Kathy Lewis, Dr. Andrea Guillaume, Dr. Ruth Yopp-Edwards, and Dr. Hallie Yopp Slowik for the 2008-2009 school year.
- 1t. Adopt Resolutions 07/08-B048 through 07/08-B057 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1u. Approve Training Agreement with Mark Wagner and Educational Technology and Life Corporation (ET&L) for staff development as part of the Enhancing Education Through Technology Grant for June 16-17, 2008.

#### Action/Discussion Items

- 2a. Adopt Resolution No. 07/08-26

Moved by Ellen Ballard, seconded by Beverly Berryman and carried 4-0 to adopt Resolution No. 07/08-26 Eliminating/Reducing Identified Classified Positions effective July 1, 2008.

- 2b. Adopt Resolution No. 07/08-27

Moved by Hilda Sugarman, seconded by Ellen Ballard and carried 4-0 to adopt Resolution No. 07/08-27 Authorizing Closure of School Facilities Fund 35.

- 2c. Approve Requests from Golden Hill, Hermosa Drive, Ladera Vista Junior High, Nicolas Junior High and Parks Junior High Schools

Mr. Tony Anderson presented information to the Board regarding the five schools that are requesting that they be allowed to use local categorical funds or funds raised through school or Foundation fundraising efforts. Mr. Anderson also stated a summary of the survey of parents at the schools participating in the Laptops for Learning program are available to view on the District's web site. It was moved by Hilda Sugarman, seconded by Ellen Ballard and carried 3-1 (Trustee Berryman voted "no") to approve requests from Golden Hill, Hermosa Drive, Ladera Vista Junior High, Nicolas Junior High and Parks Junior High Schools to waive the laptop survey percentage requirement for incoming students for 2008/09 as authorized in the ACLU Settlement Agreement.

- 2d. Approve transfer of approximately \$2.2 million from Fund 71 to California Employer's Retirement Benefit Trust

Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to approve transfer of approximately \$2.2 million from Fund 71 to California Employer's Retirement Benefit Trust administered by CalPERS.

- 2e. Adopt Houghton Mifflin for Grades K-5 and Holt for Grades 6-8

Becky D'Arrigo, Kim Bass, and Joe Conti presented a comprehensive recap of the mathematics textbook piloting process and why these two programs are recommended for adoption. Mrs. D'Arrigo stated that math textbook training will be provided to K-8 teachers on August 26, there will be ongoing textbook training provided throughout the school year, and Family Math Nights will be encouraged at school sites to help focus on the newly adopted math programs. Moved by Hilda Sugarman, seconded by Beverly Berryman and carried 4-0 to adopt Houghton Mifflin for Grades K-5 and Holt for Grades 6-8 mathematics standards-based textbook materials.

- 2f. Approve Management Compensation Proposal

Moved by Hilda Sugarman, seconded by Ellen Ballard and carried 4-0 to approve the management compensation proposal for July 1, 2007 through June 30, 2009 with the stipulation that District Administration have further discussion as to future enhancements of the compensation.

#### Administrative Report

##### May Revise Report

Dr. Gary Cardinale, Becky Silva, and Suwen Su presented information from the May Revise Budget update, a revenue reduction update, specifics to District revenue limit funding, and timelines/next steps.

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

There were no requests.

#### Adjournment

President Thornley adjourned the Regular meeting on June 3, 2008 at 9:06 p.m.

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Beverly Berryman, Clerk, Board of Trustees

CONSENT ITEM

**DATE:** June 24, 2008  
**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, extra duty assignments, promotion(s), resignation(s), leave(s) of absence, retirement(s) and end of temporary assignment(s).

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 24, 2008**

**NEW HIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Andrea Alvarado	Substitute Teacher	Employ	100	06/05/08
Karla Anaya	Substitute Teacher	Employ	100	05/12/08
Cathy Conner	Substitute Teacher	Employ	100	05/23/08
Cassandra Distelhorst-Coonradt	Substitute Teacher	Employ	100	05/27/08
Bernadette Fowler	Substitute Teacher	Employ	100	05/13/08
Lori Peterson	Substitute Teacher	Employ	100	05/20/08

**EXTRA DUTY ASSIGNMENTS**

**Band Enrichment Summer Program**  
**Approve hourly rate for 13 days June 18 – July 4, 2008 from budget #105**  
**for the following certificated personnel:**

Douglas Boughter

Robert Hastings

**Commonwealth School Summer Program**  
**Approve hourly rate for 18 days June 19 – July 17, 2008 from school site budget #117**  
**for the following certificated personnel:**

Sarah Aguayo

Tracy Bintliff

Judy Finney

Tiffany Taylor

Shirley Allen

Catalina Davis

Lorraine Gire

Michelle Thomas

Beth Zoellner

**Maple School Summer Program**  
**Approve hourly rate for 18 days July 1 – August 7, 2008 from school site budget #117**  
**for the following certificated personnel:**

Lori Choate

Margie O'Donnell

Scott Thiessen

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON June 24, 2008**

**EXTRA DUTY ASSIGNMENTS – CONTINUED**

**Pacific Drive School Summer Program**

**Approve hourly rate for 18 days June 17 – July 11, 2008 from school site budget #117 for the following certificated personnel:**

Lois Chow	Laura Grover	Susan Kitley	Doreen Skaggs
Natalie Dunn	JoAnn Hammer	Lauren Nguyen	Yvonne Sylvester
Heather Flessing	Gwynne Hill	Valentin Quitral	Leah Wathen
Mimi Gaudette	Michelle Kim	Angela Platon	Rebecca Tiedt

**Parks Junior High School Physical Education Summer Sports Camp**

**Approve hourly rate from school site budget #102 for the following certificated personnel:**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Geoff Hecht	Approve hourly rate 6 hours per day from #102	06/16/08- 07/18/08
Morgan Tyler	Approve hourly rate 4 hours per day from #102	06/16/08- 07/18/08
Matt Stricker	Approve hourly rate 5 hours per day from #102	06/16/08- 07/18/08

**Richman School Summer Program**

**Approve hourly rate for 21 days June 19 – July 18, 2008 from school site budget #117 for the following certificated personnel:**

Alma Alvarez	Jane Hernandez	Aeri Oh	Karen Skoug
Sara Cooper	Mike Hubbard	Betty Othmer	Pam Soto
Stephanie Diaz	Angela Joo	Jose Perez	Dalila Tirado
Jessica DiLuigi	Jane Joo	Esmeralda Pulido	Michael Watkins
Sylvia Gonzales	Kurt Koerth	Arlene Ramirez	Gabrielle Yolla
Houria Hall	Megan Mooney	Mary Sambrano	

**Valencia Park School Summer Program**

**Approve hourly rate for 21 days June 19 – July 18, 2008 from school site budget #117 for the following certificated personnel:**

Tracey Anderson	Kathleen Haiker	Lara Lewis	Tracy Ramont
Debra Bird	William Jones	Alina Mills	Robert Rivera
Debbie Byers	Deborah Kane	Tiffany Mumma	Cindy Rowe
Amy Chan	Arshiya Khan	Jenny Nunez	Mona Wolfe
Kathleen Escaleras	Ann Kozma	April Orozco	Aide Zuniga

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON June 24, 2008**

**EXTRA DUTY ASSIGNMENTS – CONTINUED**

**Regular Education Summer School Program  
Approve hourly rate for 18 days June 23 – July 17, 2008 from budget #111  
for the following certificated personnel:**

**Raymond School**

Eva Arreola	Carol Huggins	LeeAnn Kim	Denise Victoria
Jennifer Cunningham	Mark Jacobs	Linda Kochan-Patrick	Vikki Weber
Lisa DiDonato	Teena Keverian	Karen McDonald	

**Orangethorpe School**

Erin Acosta	Bethanie Collins	Kathy Fox	Blair Levine
Jennifer Ahn	Janet Diamant	Jennifer Healy	Matt Mankiewicz
Katie Burney	Lisa Finder	Malinda Jeffries	Linda Song
			Bonnie Winthrop

**Nicolas Junior High School**

Allison Anderson	Melinda Candelaria	Russell Harrison	Daryl Spector
Patricia Ascari	Paul Clemente	Rachel Lee-Zaragoza	Amy Trauscht
Marlon Barcelona	Marisa DiLuigi	Marisa Ortega	Rebecca Voeltz
Darcy Blake	Helen Flores	Maria Ramirez	

**Woodcrest Summer School – Special Education**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Shelley Beach	Approve hourly rate for 21 days from 123	06/19/08-07/21/08
Shelley Berglund	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Kim Blashaw	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Sylvia Chung	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Celeste Clary	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Susan Cravello	Approve hourly rate for 21 days from 123	06/19/08-07/18/08

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON June 24, 2008**

**EXTRA DUTY ASSIGNMENTS – CONTINUED**

**Woodcrest Summer School – Special Education – Continued**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Cindy Davern	Approve hourly rate for 14 days from 123	06/19/08-07/18/08
Ricki Drabek	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Kelli Edwards	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Miguel Frausto	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Amie Haselton	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Melissa Hooper	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
John Huh	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Shoshana Levin	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Linda Lockwood	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Liz Makino	Approve hourly rate for 17 days from 123	06/24/08-07/18/08
Brian Mangino	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Karina Morales	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Melissa Moyer	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Janice Nelson	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Carolina Nunez	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Kathleen Paiz	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Barbara Peasley	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Karen Rechnitzer	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Lori Reed	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Cheryl Richey	Approve hourly rate for 11 days from 124	06/19/08-07/03/08
Liz Rivas	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Cheryl Roy	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Orba Smith	Approve hourly rate for 21 days from 124	06/19/08-07/18/08



**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON June 24, 2008**

**EXTRA DUTY ASSIGNMENTS – CONTINUED**

**Woodcrest Summer School – Special Education – Continued**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Laura Sobchik	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Lori Trotter	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Jenny Trujillo	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Joe Vidal	Approve hourly rate for 21 days from 124	06/19/08-07/18/08
Debbie Williamson	Approve hourly rate for 21 days from 123	06/19/08-07/18/08
Linda Wingfield	Approve hourly rate for 21 days from 124	06/19/08-07/18/08

**Special Education – Extra Duty Assignments**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Cindy Acaba	Speech Therapist	Approve hourly rate from 142/54	06/23/08-08/22/08
Judy Clark	Substitute Teacher/ Home Hospital	Approve hourly rate from 110, 122, 113	06/23/08-08/29/08
Bruce Cooper	Substitute Teacher/ Home Hospital	Approve hourly rate from 110, 122, 113	06/23/08-08/29/08
Vicki Duffy	Psychologist	Approve per diem from 514/54, 248/54	06/30/08-08/08/08
Darek Jaronczyk	Psychologist/ Preschool Assessment	Approve per diem from 514/54, 248/54	06/30/08-08/08/08
Peggy Linne	Psychologist/ Preschool Assessment	Approve per diem from 514/54, 248/54	06/30/08-08/08/08
Amanda Murguia	Speech Therapist/ Staff Development	Approve hourly rate not to exceed 4 hours from 246	06/23/08-07/18/08
Michele Sterling	Speech Therapist/ Staff Development	Approve hourly rate not to exceed 4 hours from 246	06/23/08-07/18/08
Dottie Pendleton	Speech Therapist	Approve hourly rate from 142/54	06/23/08-08/22/08
Debbie Williamson	Full Inclusion Case Manager/ Staff Development, IEP, Paraprofessional Preparation	Approve hourly rate not to exceed 12 hours; 4 from 246 8 from 122	06/16/08-08/26/08

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON June 24, 2008**

**EXTRA DUTY ASSIGNMENTS – CONTINUED**

**District Science Lead Teachers 2007-2008  
Approve \$250.00 stipend from cost center 095  
effective 11/01/07-06/20/08 for the following certificated personnel:**

Shital Desai	Wendy Doeding	Jeff Dotson	Lynne Frutchey
Ronette Merrihue	Dora Muro	Cynthia Rounds	Holly Steele
			Pamela Zinnel

**Mathematics Committee  
Approve hourly rate not to exceed 16 hours from cost center 411  
for the 2008-2009 school year for the following certificated personnel:**

Alice Cha	Diane Evans	Elena Hedderig	Steve Rabentson
Lori Choate	Jane Graves	J. Hernandez-Phillips	Toni Spencer
Emily Darwicki	Laura Grover	Janet Langford	Elaine Swank
Thomas Dixon	Jennifer Healy	Christine Link	Amy Sylvester
			Mary Anne Unland

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Joyce Bleker	CELDT Testing	approve hourly rate not to exceed 12 hours from 507	08/01/08-08/30/08
Leslie Santillan	Lead Teacher/Math	approve hourly rate not to exceed 184 hours from 383	07/01/08-08/15/08

**PROMOTION**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Theodore Lai	Director II/Information Services	IX/F	309	07/01/08

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Sally Allred	2 <sup>nd</sup> Grade/Acacia	Retire	06/14/08
Rebecca Bates	3 <sup>rd</sup> Grade/Maple	Leave of Absence	2008/2009
Suzanne Crago-Schneider	Teacher on Special Assignment/Educational Services	Retire	06/07/08 (correction)

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON June 24, 2008**

**RESIGNATION(S), LEAVE(S) OF ABSENCE AND RETIREMENT(S) - CONTINUED**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Joan Edwards	Kindergarten/Acacia	Retire	06/14/08
Ana Elkins	Kindergarten/Richman	Leave of Absence	2008/2009
Mary Perry	Language Arts/Park	Retire	06/14/08
Shelly Revere	1 <sup>st</sup> Grade/Beechwood	Leave of Absence	2008/2009
Melanie Shih	Leave of Absence 2007/2008	Resign	06/14/08
Laura Sobchik	2 <sup>nd</sup> Grade/Raymond	Leave of Absence	2008/2009

**END OF TEMPORARY ASSIGNMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Philip Mangiaracina	Math/Beechwood	End of Temp Assignment	06/13/08

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 24, 2008.

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Clerk/Secretary

CONSENT ITEM

**DATE: June 24, 2008**  
**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:jw  
Attachment

**Gifts – June 24, 2008****FULLERTON SCHOOL DISTRICT**

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Acacia PTA	Monetary donation of \$9,000.00 for Physical Education Program
Beechwood	Millie Faber (Student)	Monetary donation of \$440.00 for Science Olympiad
Beechwood	Karl & Kristen Stuckenberg (Parents)	Monetary donation of \$50.00 for Science Olympiad
Beechwood	Paul & Nancy Forgay (Parents)	Monetary donation of \$25.00 for Science Olympiad
Beechwood	Beechwood PTSA	Monetary donation of \$1,500.00 for All the Arts for All the Kids
Fern	Glenn & Bethann Ball (Parents)	Monetary donation of \$50.00 for Math and Music Program
Fern	David & Elissa Gilbert (Parents)	Monetary donation of \$30.00 for Math and Music Program
Fern	Laurie Gurley (Parent)	Monetary donation of \$100.00 for Math and Music Program
Fern	Pan & Jee Kim (Parents)	Monetary donation of \$50.00 for Math and Music Program
Fern	Jose Marquez (Parent)	Monetary donation of \$50.00 for Math and Music Program
Fisler	Fisler PTA	Monetary donation of \$1,900.00 for school library
Fisler	Janice Woo (Parent)	Monetary donation of \$500.00 for laptop program
Fisler	Fisler PTSA	Monetary donation of \$100.00 for supplies for bookfair
Golden Hill	David & Loretta Cuhane (Parents)	Monetary donation of \$1,000.00 for laptop program
Golden Hill	Elizabeth Macey (Grandparent)	Monetary donation of \$25.00 for school gardening project

**FULLERTON SCHOOL DISTRICT****Gifts – June 24, 2008**

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Golden Hill	Stanley Electric (Community Partner)	Monetary donation of \$1,000.00 for school use
Laguna Road	Laguna Road PTA	Monetary donation of \$1,367.78 for school library
Laguna Road	WAMU (Community Partner)	Monetary donation of \$227.06 for school use
Laguna Road	Laguna Road PTA	Monetary donation of \$1,650.00 for All the Arts for All the Kids
Maple	Dr. Robert Bye (Community Partner)	Monetary donation of \$100.00 for school library
Maple	Charlene Savage (Community Member)	Monetary donation of \$3,000.00 for school library
Maple	Soroptomist Int'l (Community Partner)	Monetary donation of \$1,000.00 for Mustang Ladies
Orangethorpe	Orangethorpe PTA	Monetary donation of \$770.00 for Walk thru Ancient Civilization Program
Parks	Parks PTSA	Monetary donation of \$300.00 for Food Program
Parks	Mr. & Mrs. Harkins (Parents)	Monetary donation of \$250.00 for Foods class
Parks	Parks PTSA	Monetary donation of \$11,000.00 for shade project
Parks	Jacob Moon (Parent)	Monetary donation of \$75.00 for computer program
Parks	Edison International (Community Partner)	Monetary donation of \$75.00 for computer program
Parks	Moises Izurieta (Parent)	Monetary donation of \$60.00 for school use
Sunset Lane	Edison Gifts (Community Partner)	Monetary donation of \$75.00 for school use

**FULLERTON SCHOOL DISTRICT**

***Gifts – June 24, 2008***

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Sunset Lane	Fullerton Orthopaedic Surgery Medical Group (Community Partner)	Monetary donation of \$100.00 for school use
Sunset Lane	Jacob Moon (Parent)	Monetary donation of \$75.00 for school use
Sunset Lane	Kumon Center of Fullerton (Community Partner)	Monetary donation of \$100.00 for school use
Sunset Lane	Riki Liufau (All the Arts Teacher)	Monetary donation of \$200.00 for school use
Sunset Lane	Sunset Lane PTA	Monetary donation of \$1,964.32 for school planners and folders
Sunset Lane	BP Fabric of American Fund (Community Partner)	Monetary donation of \$250.00 for school use requested by Mrs. Tina Wu, a parent

CONSENT ITEM

**DATE:** June 24, 2008

**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 822B0373 THROUGH 822B0374, 822C0299 THROUGH 822C0305, 822D1143 THROUGH 822D1145, 822M0360 THROUGH 822M0366, 822R1356 THROUGH 822R1375, 822S0196 THROUGH 822S0200, 822V0242 THROUGH 822V0245 AND 822X0691 THROUGH 822X0693 FOR THE 2007/2008 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 822B0373 through 822B0374, 822C0299 through 822C0305, 822D1143 through 822D1145, 822M0360 through 822M0366, 822R1356 through 822R1375, 822S0196 through 822S0200, 822V0242 through 822V0245 and 822X0691 through 822X0693 for the 2007/2008 fiscal year.

GC:SS:pp  
Attachment



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 06/24/2008

FROM 05/17/2008 TO 06/02/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822B0373	SCHOLASTIC INC	37.55	37.55	0136416101 4310	Hermosa Dr Discr Block Grant / Materials and Supplies Instr
822B0374	BOUND TO STAY BOUND BOOKS	36.68	36.68	0130416101 4310	SBCP Instr Hermosa / Materials and Supplies Instr
822C0299	FRED PRYOR SEMINARS	1,668.00	1,668.00	0121735101 5210	Title II Tchr Qlty Annunciatio / Conferences and Meeting
822C0300	CALIFORNIA ASSOCIATION FOR GIF	2,000.00	2,000.00	0100000000 9330	Unrestricted / Prepaid Expenditures
822C0301	AZUSA PACIFIC UNIVERSITY	135.00	135.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Meeting
822C0302	TURN THE PAGE PRESS INC	1,500.00	1,500.00	0100000000 9330	Unrestricted / Prepaid Expenditures
822C0303	CALIFORNIA ASSOCIATION FOR GIF	1,000.00	1,000.00	0100000000 9330	Unrestricted / Prepaid Expenditures
822C0304	ORANGE CNTY DEPARTMENT OF EDU	4,500.00	4,500.00	0100000000 9330	Unrestricted / Prepaid Expenditures
822C0305	READ NATURALLY	179.00	179.00	0100000000 9330	Unrestricted / Prepaid Expenditures
822D1143	POSITIVE PROMOTIONS	559.55	559.55	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
822D1144	GOPHER SPORT	1,434.65	1,434.65	0131917101 4310	Phys Educ Block Grant Ladera / Materials and Supplies Instr
822D1145	RENAISSANCE LEARNING INC	109.91	109.91	0111920109 4310	Phelps Grant Nicolas / Materials and Supplies Instr
822M0360	LENNOX INDUSTRIES INC	78.01	78.01	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822M0361	A 1 FENCE COMPANY	5,300.00	5,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
822M0362	FIRE CONNECTION	870.00	870.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
822M0363	PLUMBING AND INDUSTRIAL SUPPLY	1,561.68	1,561.68	1453319859 6200	Deferred Maint Fac Maple Sch / Buildings and Improvements
822M0364	SSD ALARM SYSTEMS	49.60	49.60	0154950839 5640	Security / Repairs by Vendors
822M0365	FIRE CONNECTION	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
822M0366	FERGUSON ENTERPRISES INC	4,090.73	4,090.73	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822R1356	FAUR, JULEEN	60.00	60.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
822R1357	STRAUSS, IRENE	476.18	476.18	0130423101 4310	SBCP Instr Parks / Materials and Supplies Instr
822R1358	SMITH, SUSAN	318.08	318.08	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
822R1359	SAM ASH MUSIC STORES	4,749.26	4,749.26	0122352101 4310	EETT Round 4 Instructional / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/24/2008**

FROM 05/17/2008 TO 06/02/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822R1360	WESTERN GRAPHIX	551.68	551.68	0140455249 4310	Multi Media Curriculum Lab DC / Materials and Supplies
822R1361	MONTOYA, KRISTIN	193.43	193.43	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
822R1362	HERNANDEZ, MARGARITA	171.51	171.51	0152258749 5885	Personnel Commission Discret / Classified Employees Tu
822R1363	TAYLOR, MELINDA	146.51	146.51	0152258749 5885	Personnel Commission Discret / Classified Employees Tu
822R1364	PEARCE, JACKIE	532.99	532.99	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822R1365	ANGELS BASEBALL LP	1,224.00	1,224.00	0100000000 9330	Unrestricted / Prepaid Expenditures
822R1366	ORANGE CNTY DEPARTMENT OF EDU	25,661.00	25,661.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
822R1367	ESCHNER, LAURALYN	379.98	379.98	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
822R1368	FOTINAKES, IRENE	145.82	145.82	0135555101 4310	BTSA Instruction / Materials and Supplies Instr
822R1369	ABLENET INC	284.38	284.38	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
822R1370	ENABLING DEVICES	199.70	199.70	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
822R1371	WILLIAMS, STEPHANIE	139.34	139.34	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
822R1372	WALT DISNEY STUDIOS MOTION PIC	1,104.00	1,104.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
822R1373	ANGELI, CHRISTINE	95.72	95.72	0131727101 4310	Arts Music Instr Sunset Lane / Materials and Supplies Instr
822R1374	SLOTSY TOURS	24,176.75	24,176.75	0111611199 4310	Wash DC Trip Beechwood / Materials and Supplies Instr
822R1375	ADVISORY PUBLISHING AND CONSUL	2,700.00	2,700.00	0152151749 5800	Personnel Serv Certificated DC / Other Contracted Servic
822S0196	SOUTHWEST SCHOOL SUPPLY	4,020.37	4,020.37	0100000000 9320	Unrestricted / Stores
822S0197	SCHOOL SPECIALTY	642.89	642.89	0100000000 9320	Unrestricted / Stores
822S0198	OFFICE DEPOT BUSINESS SERVICE	308.27	308.27	0100000000 9320	Unrestricted / Stores
822S0199	CORPORATE EXPRESS	168.09	168.09	0100000000 9320	Unrestricted / Stores
822S0200	RAYVERN LIGHTING SUPPLY CO INC	162.24	162.24	0100000000 9320	Unrestricted / Stores
822V0242	FRY'S ELECTRONICS	2,064.45	340.47	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
			1,723.98	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/24/2008**

FROM 05/17/2008 TO 06/02/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822V0243	GEARY PACIFIC SUPPLY	2,455.64	2,455.64	1453325859 6200	Deferred Maint Fac Richman Sch / Buildings and Improve
822V0244	CARRIER SALES AND DISTRIBUTION	2,066.00	2,066.00	1453320859 6200	Deferred Maint Fac Nicolas Jr / Buildings and Improve of
822V0245	PLUMBING AND INDUSTRIAL SUPPLY	680.38	680.38	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
822X0691	LUNA, MR AND MRS ROBERT	1,710.00	1,710.00	0151454391 5220	Special Services / Mileage
822X0692	ASSISTIVE TECHNOLOGY EXCHANGE	1,706.00	1,706.00	0142054201 5805	Special Ed Administration / Consultants
822X0693	HUNT, JANELL	3,082.00	3,082.00	0141555109 5805	Fine Arts Resource Instr / Consultants
	<b>Fund 01 Total:</b>	<b>104,619.32</b>			
	<b>Fund 12 Total:</b>	<b>1,104.00</b>			
	<b>Fund 14 Total:</b>	<b>6,083.32</b>			
	<b>Fund 21 Total:</b>	<b>680.38</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>112,487.02</b>			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS  
BOARD OF TRUSTEES MEETING 06/24/2008**

FROM 05/17/2008 TO 06/02/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822M0179	EVERGREEN	6,500.00	+500.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
822M0329	ROTO ROOTER	7,540.00	+350.00	2367711851 6200	CC Facilities Beechwood / Buildings and Improve of Build
822S0178	OFFICE DEPOT BUSINESS SERVICE	3,986.95	+12.93	0100000000 9320	Unrestricted / Stores
822X0002	SOUTHERN CALIFORNIA GAS COMPA	66,635.00	+4,635.00	0154653821 5503	Utilities / Utilities Natural Gas
822X0037	NIGRO NIGRO AND WHITE PC	49,130.00	+10,130.00	0152557709 5835	Board Discret / Audit
822X0038	WEST CONSULTING	25,180.00	+5,180.00	0153050799 5805	Business Administration DC / Consultants
822X0095	CANON USA INC	7,825.00	+1,825.00	0110217109 5630	Instruction Ladera Vista DC / Rents and Leases
822X0213	CANON USA INC	4,958.00	+1,355.00	0109722109 5630	Suppl Grant Support Pacific Dr / Rents and Leases
822X0217	STATE OF CALIFORNIA	7,012.00	+2,208.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
822X0540	SCHOLASTIC BOOK FAIRS	2,700.00	+1,500.00	0111625109 4310	Richman Donation Discretionary / Materials and Supplies I
822Z0029	GRAYBAR ELECTRIC COMPANY	75,000.00	+10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822Z0047	MONTGOMERY HARDWARE COMPAN	22,500.00	+2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822Z0049	ORVAC ELECTRONICS	3,500.00	+500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	<b>Fund 01 Total:</b>		<b>40,345.93</b>		
	<b>Fund 23 Total:</b>		<b>350.00</b>		
	<b>Total Amount of Change Orders:</b>		<b>40,695.93</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES MEETING 06/24/2008

FROM 05/17/2008 TO 06/02/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822B0147	HARCOURT SCHOOL PUBLISHERS	706.50	706.50	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplie
822C0248	ORANGE CNTY DEPARTMENT OF EDU	80.00	80.00	0121019101 5210	High Priority Inst Maple / Conferences and Meetings
822D0773	FLAGHOUSE INC	190.58	190.58	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplie
822R0309	APPLE COMPUTER INC.	132.05	132.05	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies
822R0943	PARENTS AS TEACHERS	24,600.00	24,600.00	0134352101 4310	Community Based Engl TutorInst / Materials and Supplie
822R1138	WHITE RHINO GRAPHICS	175.00	175.00	1231019271 4350	Preschool Administration / Materials and Supplies Office
	<b>Fund 01 Total:</b>	<b>25,709.13</b>			
	<b>Fund 12 Total:</b>	<b>175.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>25,884.13</b>			

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Saldivar, Director, Food Services  
**SUBJECT:** **APPROVE/RATIFY FOOD SERVICES PURCHASE ORDERS NUMBERED 101130 THROUGH 101166 FOR 2007/2008**

Background: Board approval is requested for Food Services purchase orders. The purchase order summary dated May 17, 2008 through June 2, 2008 contains purchase orders numbered 101130 through 101166 totaling \$231,275.37.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services purchase orders numbered 101130 through 101166 for 2007/2008.

GC:LS:dlh  
Attachment

## Fullerton School District

## Food Services

Page 1

Date 06/05/2008

Time 13:10

## PURCHASE ORDER SUMMARY

( 05/17/2008 - 06/02/2008 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	101132	05/20/2008		0.00	57.60	0.00	57.60
	101141	05/23/2008		0.00	560.70	0.00	560.70
	101159	05/29/2008		0.00	1,823.78	0.00	1,823.78
	101162	05/29/2008		0.00	544.00	0.00	544.00
				0.00	2,986.08	0.00	2,986.08
Affiliated Packaging Spec.	101160	05/29/2008		0.00	0.00	300.00	300.00
				0.00	0.00	300.00	300.00
ASR Food Distributors, Inc.	101157	05/28/2008		0.00	74.16	0.00	74.16
	101158	05/29/2008		0.00	125.25	0.00	125.25
				0.00	199.41	0.00	199.41
Cummins-Allison Corp.	101131	05/19/2008		0.00	0.00	477.39	477.39
				0.00	0.00	477.39	477.39
Form Plastics	101130	05/19/2008		0.00	0.00	453.00	453.00
				0.00	0.00	453.00	453.00
Gold Star Foods	101133	05/21/2008		0.00	107.50	0.00	107.50
	101134	05/21/2008		0.00	0.00	0.00	0.00
	101142	05/23/2008		0.00	567.04	0.00	567.04
				0.00	674.54	0.00	674.54
Joseph Webb Foods, Inc.	101138	05/23/2008		0.00	610.28	0.00	610.28
	101139	05/23/2008		0.00	2,304.80	25.15	2,329.95
	101163	05/29/2008		0.00	46.11	0.00	46.11
				0.00	2,961.19	25.15	2,986.34
P & R	101140	05/23/2008		0.00	0.00	304.20	304.20
	101164	05/29/2008		0.00	0.00	138.74	138.74
				0.00	0.00	442.94	442.94
Packaging Machinery & Parts	101161	05/29/2008		0.00	0.00	450.50	450.50
				0.00	0.00	450.50	450.50
Petty Cash	101165	05/30/2008		0.00	298.83	137.21	436.04

\* Totals Are Rounded

## Fullerton School District

Date 06/05/2008

Food Services

Page 2

Time 13:10

## PURCHASE ORDER SUMMARY

( 05/17/2008 - 06/02/2008 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Petty Cash	101166	05/30/2008		0.00	0.00	0.00	200.00
				0.00	298.83	0.00	337.21
Swift Produce	101143	05/27/2008		0.00	0.00	1,818.12	1,818.12
	101144	05/27/2008		0.00	0.00	553.67	553.67
	101145	05/27/2008		0.00	0.00	492.75	492.75
	101146	05/27/2008		0.00	0.00	324.85	324.85
	101147	05/27/2008		0.00	55.95	0.00	874.25
	101148	05/27/2008		0.00	0.00	757.48	757.48
	101149	05/27/2008		0.00	0.00	872.04	872.04
	101150	05/27/2008		0.00	0.00	672.74	672.74
	101151	05/27/2008		0.00	167.85	0.00	2,215.62
	101152	05/27/2008		0.00	0.00	363.89	363.89
	101153	05/27/2008		0.00	0.00	648.63	648.63
	101154	05/27/2008		0.00	0.00	582.70	582.70
	101155	05/27/2008		0.00	0.00	217.95	217.95
				0.00	223.80	0.00	10,394.69
				0.00	7,343.85	442.94	12,437.94
							20,224.73

\* Totals Are Rounded





CONSENT ITEM

**DATE:** June 24, 2008  
**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 64035 THROUGH 64359 FOR THE 2007/2008 SCHOOL YEAR IN THE AMOUNT OF \$592,576.47

Background: Board approval is requested for warrants numbered 64035 through 64359 for the 2007/2008 school year. The total amount presented for approval is \$592,576.47. The warrant listing is attached.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$484,461.43
12 Child Development	7,301.05
14 Deferred Maintenance	5,246.30
21 Building Fund	0.00
23 G.O. Bond 2002B	72,615.63
25 Capital Facilities	727.50
40 Special Reserve	1,220.00
68 Workers' Compensation	21,004.56
81 Property/Liability Insurance	0.00
Total	\$592,576.47

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 64035 through 64359 for the 2007/2008 school year in the amount of \$592,576.47.

GC:SS:pp  
Attachment

For Ledger 22

For the June 24, 2008 Board Meeting.

The attached represents warrants prepared since the last Board Meeting.  
Approval is needed to draw warrants numbered: 64035 through 64359  
for the total amount of \$592,576.47.

Dates from: May 17, 2008 through June 2, 2008

Ledger 22:

Fund: 0101	General Fund	484,461.43
1212	Child Development	7,301.05
1414	Deferred Maintenance	5,246.30
1515	Pupil Transportation	
1717	Special Reserve N.P.	
2121	Building Fund	
2122	GO Bond 2002A	
2123	GO Bond 2002B	72,615.63
2525	Capital Facilities	727.50
3535	School Facility	
4040	Special Reserve	1,220.00
6768	Workers' Compensation	21,004.56
6781	P C Insurance	
TOTAL:		592,576.47

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #			
Barragan, Maribel	V2205969	5210	39.41	39.41	00064035V2200935	362350	22	2201304171014310
BOOST Conference	V2205815	5210	2,880.00	2,880.00	00064036			
Bosse, Monique N	V2205757	5210	32.36	32.36	00064037			
Cravello, Susan	V2204901	5220	69.63	69.63	00064038			
Delta Care PMI	V2200605	3400	12,757.99	12,757.99	00064039			
Delta Dental of Calif	V2201224	3400	512.80	512.80	00064040			
Fullerton School Dist	V2200197	3402	8.97	8.97	00064041			
Fullerton School Dist	V2200197	3300	6,229.88	13,825.04	00064042			
		4310	3,977.00					
		4350	1,711.52					
		4360	77.00					
		5210	152.00					
		5310	150.00					
		5899	1,399.92					
		8699	127.72					
IMPAC Government Serv	V2203384	4310	34.35	4,282.14	00064043			
		4350	31.93					
		4360	189.86					
		4363	310.85					
		5210	3,715.15					
Inks, Christine	V2205562	5220	77.60	77.60	00064044			
Konica Minolta Busine	V2204196	5640	14.00	14.00	00064045			
Maru, Champa	V2205193	5220	51.17	51.17	00064046			
Orange Cnty Assn of S	V2201403	5210	410.00	410.00	00064047			
Orange Cnty Departmen	V2200284	4310	1,380.50	1,380.50	00064048			
Rivas, Elizabeth	V2205580	5220	185.71	185.71	00064049			
Scott, Ann	V2203134	5210	105.15	105.15	00064050			
Staples 025724519	V2200903	4310	815.10	1,003.05	00064051			
		4350	187.95					
Tovar, Melissa	V2205071	5210	25.69	25.69	00064052			
Twardos, Karen	V2201607	5210	64.74	64.74	00064053			

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
*** CHECK GAP ***					
American Fire Safety	V2201095	5640	424.42	424.42	00064056
Apple Computer Inc.	V2200053	5899	1,239.67	1,239.67	00064057
Association For Super	V2200008	4310	771.72	771.72	00064058
B and H Photo Video I	V2201724	4310	367.00	2,216.00	00064059
		6410	1,849.00		
Capistrano Unified Sc	V2201932	5210	595.00	595.00	00064060
Educational Consultin	V2204254	5805	1,250.00	1,250.00	00064061
Educational Resources	V2200620	5899	140.67	140.67	00064062
Follett Library Resou	V2200636	4310	559.57	559.57	00064063
Fullerton School Dist	V2200197	3900	14,199.79	14,199.79	00064064
Gopher Sport	V2201430	4310	2,946.00	2,946.00	00064065
Gov Connection	V2200816	5805	248.13	1,627.33	00064066
		6410	1,379.20		
Home Depot, The	V2200686	4310	2,056.64	2,056.64	00064067
Imagestuff.com	V2203651	4350	176.11	176.11	00064068
Imagine Learning	V2205590	4310	1,616.25	1,616.25	00064069
Imperial Building Mat	V2203428	4363	144.17	144.17	00064070
In Light Photographic	V2205612	4310	754.25	754.25	00064071
Institute For Educati	V2200695	5210	199.00	199.00	00064072
Lakeshore Learning	V2200720	4310	1,994.32	1,994.32	00064073
Lerner Publications	V2200725	4200	410.48	410.48	00064074
McCoy and Mills Ford	V2202291	4360	97.02	97.02	00064075
McFadden Dale Hardwar	V2202034	4360	37.07	37.07	00064076
Mindware	V2203235	4310	66.30	66.30	00064077
Mullahey Chevrolet	V2200071	4360	32.52	32.52	00064078

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
National School Produ	V2200776	4310	42.39	42.39	00064079
NIMCO	V2203385	4310	58.57	58.57	00064080
NSS-NRS	V2204517	4310	671.00	671.00	00064081
Oak Tree Products	V2202277	4310	161.63	161.63	00064082
Office Depot Business	V2200789	4310	1,117.64	1,569.77	00064083
		4350	403.58		
		9320	48.55		
Orange County Council	V2202168	5210	65.00	65.00	00064084
Orange County Registe	V2200799	5902	652.80	652.80	00064085
Orvac Electronics	V2200803	4363	135.12	135.12	00064086
Pacific Supply Compan	V2200807	4360	246.86	246.86	00064087
PASCO Scientific	V2204123	4310	6,709.60	6,709.60	00064088
PCI Educational Publi	V2200817	4310	165.78	165.78	00064089
Pest Options Inc	V2200220	5800	197.00	197.00	00064090
Pioneer Chemical Comp	V2200824	4360	739.75	739.75	00064091
Plumbing and Industri	V2200827	4363	831.83	831.83	00064092
Praxair Distribution	V2200832	4363	158.67	158.67	00064093
Primary Concepts	V2202214	4310	232.16	232.16	00064094
Rayvern Lighting Supp	V2202522	9320	215.72	215.72	00064095
Recycled Wood Product	V2201049	4363	1,707.84	1,707.84	00064096
Refrigeration Supply	V2201379	4363	20.99	20.99	00064097
Remedia Publications	V2200851	4310	772.70	772.70	00064098
Renaissance Learning	V2200492	4310	1,068.14	1,068.14	00064099
Rockler Woodworking a	V2203726	4310	896.63	896.63	00064100
Rotary Club of Fuller	V2200861	5210	263.00	263.00	00064101
San Diego Cnty Office	V2201373	5210	600.00	600.00	00064102

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Scholastic Book Fairs	V2200351	4310	1,690.00	1,690.00	00064103
Scholastic Inc	V2200352	4200	502.76	4,148.64	00064104
		4310	3,645.88		
School Specialty	V2201427	9320	1,293.08	1,293.08	00064105
Smart and Final Store	V2201006	4310	308.30	344.13	00064106
		4350	35.83		
Smith's Imperial Pain	V2200884	4363	21.41	21.41	00064107
Southwest School Supp	V2200896	9320	540.10	540.10	00064108
SRA/McGraw Hill Calif	V2204075	4310	5,920.64	5,920.64	00064109
Suburban Propane	V2205960	4361	23.95	23.95	00064110
Supply Master	V2200914	4310	10,316.28	10,540.96	00064111
		4350	224.68		
Toledo Physical Educa	V2202449	4310	493.93	493.93	00064112
Tri Ed Inc	V2200933	4363	749.02	749.02	00064113
U Haul International	V2202872	4361	35.30	35.30	00064114
UPS	V2205835	5901	12.89	12.89	00064115
US Airconditioning Di	V2200556	4363	178.43	178.43	00064116
Western Psychological	V2200479	4315	1,452.54	1,452.54	00064117
Western States Glass	V2200960	4363	469.55	469.55	00064118
Westminster School Di	V2204723	4310	33,638.90	33,638.90	00064119
Westrux	V2201039	4360	750.69	750.69	00064120
White Rhino Graphics	V2200480	5895	142.11	142.11	00064121
World Book Educationa	V2200966	4200	1,994.01	1,994.01	00064122
Xpedx	V2205110	4350	1,676.34	1,676.34	00064123
*** CHECK GAP ***					
Air Gas Direct Ind	V2202441	4363	416.60	416.60	00064129
Albertson's Inc	V2200495	4310	518.14	518.14	00064130

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Allied Interpreting S	V2204948	5805	425.00	425.00	00064131
Anything Educational	V2205937	4310	1,567.06	1,567.06	00064132
Aramark Uniform Servi	V2204568	5800	161.26	161.26	00064133
Arrowhead Drinking Wa	V2200985	4310	63.92	2,106.57	00064134
		5504	2,042.65		
Azusa Pacific Univers	V2201683	5210	135.00	135.00	00064135
B and H Photo Video I	V2201724	4310	2,675.80	2,675.80	00064136
B and M Lawn Garden	V2200014	4363	34.80	34.80	00064137
Benner Metals	V2200095	4363	641.11	641.11	00064138
Blind Childrens Learn	V2200434	5865	2,380.00	2,380.00	00064139
Bradley Company, E B	V2203308	4363	209.70	209.70	00064140
BSN Sports	V2201997	4310	311.40	311.40	00064141
*** VOID CONTINUE *** VOID.CONTINU			0.00	0.00	00064142
Canon USA Inc	V2204404	4310	760.89	7,444.71	00064143
		5630	6,683.82		
Capstone Press	V2201437	4200	415.75	759.41	00064144
		4310	343.66		
Chung, Sylvia	V2203856	5220	78.57	78.57	00064145
Clark Security Produc	V2202118	4363	56.62	56.62	00064146
Classroom Direct	V2200333	4310	871.94	871.94	00064147
CM School Supply Comp	V2200573	4310	635.46	635.46	00064148
Coastal Publishing Gr	V2203105	4310	498.00	498.00	00064149
Cosgrove, Marilee	V2204537	5210	121.05	121.05	00064150
Crown Equipment Corp	V2200081	5640	56.95	56.95	00064151
Culver Newlin Inc	V2200084	4310	993.99	993.99	00064152
Data Management Inc	V2205103	4310	290.00	290.00	00064153
Deelite Distribution	V2205249	4310	154.50	154.50	00064154



FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Delaney Educational E	V2201935	4310	702.63	702.63	00064155
Depot America Inc	V2203874	4363	32.23	32.23	00064156
Diamond Trophy and En	V2200090	5895	857.96	857.96	00064157
Dick Blick Art Materi	V2200516	4310	1,550.55	1,550.55	00064158
Edgewood Press Inc	V2200117	4310	592.63	592.63	00064159
Educators Publishing	V2200132	4310	381.77	381.77	00064160
Evans, John Scott	V2205914	5805	460.00	460.00	00064161
Ewing Irrigation Prod	V2200628	4363	938.16	938.16	00064162
Factory Motor Parts C	V2203657	4360	325.02	325.02	00064163
Far West Marine Elect	V2203590	5640	200.00	200.00	00064164
Faur, Juleen	V2205034	4310	60.00	60.00	00064165
Ferguson Enterprises	V2205307	4363	68.02	68.02	00064166
Fisher, Ellen	V2200844	5805	1,980.00	1,980.00	00064167
Follett Library Resou	V2200636	4200	283.01	1,342.32	00064168
		4310	1,059.31		
Frog Publications	V2202760	4310	423.12	423.12	00064169
Fullerton Public Libr	V2200648	5800	3,450.00	3,450.00	00064170
Gov Connection	V2200816	4310	133.93	133.93	00064171
Learning A to Z	V2205857	4310	839.20	839.20	00064172
Lowes HIW Inc	V2203259	4363	587.87	587.87	00064173
McTague, Bridget	V2203639	4310	53.56	53.56	00064174
MetLife SBC	V2205347	3400	2,244.42	2,244.42	00064175
Motherland Music	V2205911	4310	994.53	994.53	00064176
Orange Cnty Departmen	V2200284	5210	50.00	37,508.82	00064177
		5810	595.00		
		7142	36,863.82		
Pastrana, Melanie	V2204573	5210	150.00	150.00	00064178

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Pitluk, Paula	V2203718	5210	24.00	24.00	00064179
President's Challenge	V2200314	4310	162.00	162.00	00064180
Pyramid Autism Center	V2202379	5865	2,925.00	2,925.00	00064181
Renaissance Learning	V2200492	4310	137.59	137.59	00064182
Sax Arts and Crafts	V2200349	6410	786.58	786.58	00064183
Scholastic Magazines	V2200353	4310	882.36	882.36	00064184
Southwest School Supp	V2200896	9320	1,861.92	1,861.92	00064185
Sprint PCS	V2204680	5900	382.57	382.57	00064186
Toledo Physical Educa	V2202449	4310	872.82	872.82	00064187
Troxell Communication	V2200935	4310	4,069.73	11,851.44	00064188
		6410	7,781.71		
Twardos, Karen	V2201607	5210	904.82	904.82	00064189
Walker, Jane	V2205967	5220	37.18	37.18	00064190
World Book Educationa	V2200966	4310	200.00	200.00	00064191
Xerox Corporation	V2200486	9320	23,758.88	23,758.88	00064192
*** CHECK GAP ***					
Aims Education Founda	V2200027	9330	3,285.29	3,285.29	00064203
Air Gas Direct Ind	V2202441	4363	109.27	109.27	00064204
Aldana, Reyes	V2205301	5220	25.56	25.56	00064205
Assoc of CA School Ad	V2200016	5210	49.00	49.00	00064206
Best Foundation	V2205494	4310	157.65	157.65	00064207
Blue Raven Technology	V2203230	4363	3,745.00	3,745.00	00064208
Bradley Company, E B	V2203308	4363	15.51	15.51	00064209
FileMaker Inc	V2205952	4350	760.00	760.00	00064210
Gale Supply Company	V2201008	9320	1,536.78	1,536.78	00064211
Gary's Radiator Servi	V2200654	5640	75.00	75.00	00064212

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Gonzalez, Fabiola	V2205970	5210	25.09	25.09	00064213
Gopher Sport	V2201430	4310	1,186.58	1,186.58	00064214
Gov Connection	V2200816	4310	2,916.26	3,920.77	00064215
		5899	1,004.51		
Grainger Inc, WW	V2200663	4363	599.31	599.31	00064216
Hallelujah Janitorial	V2205941	4363	164.28	164.28	00064217
Home Depot, The	V2200686	4310	280.85	280.85	00064218
Innovative Learning C	V2201217	4310	193.60	193.60	00064219
J Taylor Education	V2205901	4310	782.38	782.38	00064220
L A Steelcraft Produc	V2200214	4363	636.16	636.16	00064221
Lab Aids Inc	V2205944	4310	114.81	114.81	00064222
Library Video Company	V2200726	4310	271.27	271.27	00064223
Logical Choice Techno	V2204849	4310	744.32	744.32	00064224
Lowe's HIW Inc	V2203259	4363	439.39	439.39	00064225
MacGill and Company	V2202070	4310	252.58	252.58	00064226
Marware Inc	V2205905	4310	1,171.83	1,171.83	00064227
Napa Auto Parts	V2205332	4360	4.30	4.30	00064228
Nasco West Inc	V2200769	4310	302.88	302.88	00064229
National Association	V2202891	4310	566.65	566.65	00064230
Pacific Industrial Wa	V2205849	4360	483.00	483.00	00064231
Pacific Supply Compan	V2200807	4360	228.78	228.78	00064232
Pest Options Inc	V2200220	5800	887.93	887.93	00064233
Pioneer Chemical Comp	V2200824	4360	323.96	858.29	00064234
		9320	534.33		
Plumbing and Industri	V2200827	4363	808.95	808.95	00064235
Premier School Agenda	V2200312	4310	1,894.80	1,894.80	00064236

WED, JUN 04, 2008, 6:53 AM ---req: MSSOKO-----leg: 22 -----loc: 22FISCAL--job: 8970997 #J3913--pgm: CK517 <1.01> rpt id: CKRECSOC

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Prescott Hardware and	V2205963	4363	108.79	108.79	00064237
President's Education	V2201063	4310	82.00	82.00	00064238
Reel Lumber	V2201043	4363	360.50	360.50	00064239
S&S Worldwide Inc	V2204817	4310	1,519.98	1,519.98	00064240
Sam Ash Music Stores	V2201934	4350	848.77	848.77	00064241
Scholastic Inc	V2200352	4310	2,175.17	2,175.17	00064242
School Mate	V2200872	4310	2,237.25	2,237.25	00064243
Silicon Mountain Memo	V2204581	4310	259.22	259.22	00064244
Smart and Final Store	V2201006	4310	265.78	345.38	00064245
		4350	79.60		
Smith, Susan	V2200999	4310	318.00	318.00	00064246
Soccer Zone	V2205777	4310	595.00	595.00	00064247
Sportime Select Servi	V2200900	4310	2,166.16	2,166.16	00064248
SSD Alarm Systems	V2203820	5640	930.55	930.55	00064249
State of California	V2201133	5880	1,504.00	1,504.00	00064250
Stater Bros	V2204230	4310	79.73	117.88	00064251
		4350	38.15		
Strauss, Irene	V2205067	4310	476.18	476.18	00064252
Summit Learning	V2200397	4310	69.03	69.03	00064253
*** CHECK GAP ***					
Angels Baseball LP	V2205971	9330	1,224.00	1,224.00	00064259
Constructive Playthin	V2200586	4310	399.57	399.57	00064260
Costco Wholesale	V2202252	4310	2,060.49	2,060.49	00064261
Ergo In Demand Inc	V2205966	4363	6,048.90	6,048.90	00064262
Fullerton School Dist	V2200197	3900	12,599.21	12,599.21	00064263
Graybar Electric Comp	V2200664	4363	6,817.16	6,817.16	00064264

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Hernandez, Margarita	V2204090	5885	171.51	171.51	00064265
Hopetown Music Inc	V2204763	4310 6410	269.00 2,433.46	2,702.46	00064266
Long Beach Aquarium o	V2201841	5850	237.50	237.50	00064267
Montoya, Kristin	V2205223	4310	193.43	193.43	00064268
Pearce, Jackie	V2201554	4310	532.99	532.99	00064269
Specialized Transport	V2205973	5899	513.86	513.86	00064270
Tandem Library Group	V2200993	4310	1,057.76	1,057.76	00064271
Target Specialty Prod	V2200921	4363	405.94	405.94	00064272
Taylor, Melinda	V2202058	5885	146.51	146.51	00064273
Teacher Direct	V2204987	4310	1,771.49	1,771.49	00064274
Tri Ed Inc	V2200933	4363	156.32	156.32	00064275
U Haul International	V2202872	4361	36.72	36.72	00064276
UniPak Corporation	V2201630	9320	6,105.00	6,105.00	00064277
UPS	V2205835	5901	43.60	43.60	00064278
Virco Manufacturing C	V2200949	4310	3,775.02	3,775.02	00064279
Vista Paint	V2202619	4363	267.50	267.50	00064280
Westrux	V2201039	4360	97.80	97.80	00064281
*** CHECK GAP ***					
Administrators Northw	V2203960	3901 3902	394.00 215.50	609.50	00064283
Allied Interpreting S	V2204948	5805	920.00	920.00	00064284
Anaheim Band Instrume	V2200046	4310	1,062.95	1,062.95	00064285
Apple Computer Inc.	V2200053	4350 6410 6450	1,113.03 2,908.18 1,875.31	5,896.52	00064286
AVID Center	V2203589	9330	2,560.00	2,560.00	00064287

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
B and M Lawn Garden	V2200014	4363	62.53	62.53	00064288
Barnes and Noble Inc	V2203440	4310	200.00	200.00	00064289
Benner Metals	V2200095	4363	641.11	641.11	00064290
Bonsangue, Dr Martin	V2204028	5805	1,350.00	1,350.00	00064291
Calloway House Inc	V2201431	4310	152.80	152.80	00064292
Canon USA Inc	V2204404	5630	750.12	750.12	00064293
CDW.G	V2202575	4310	799.51	1,489.11	00064294
		6410	689.60		
Classroom Products In	V2204038	4310	451.24	451.24	00064295
Classroom Supply Mart	V2201824	4310	479.50	479.50	00064296
CM School Supply Comp	V2200573	4310	126.48	126.48	00064297
Coast Speech Patholog	V2205064	5866	1,750.00	1,750.00	00064298
Costco Wholesale	V2202252	4310	138.53	303.22	00064299
		4350	164.69		
Demco Inc	V2200606	4310	354.13	354.13	00064300
Doherty Inc, James	V2201825	4310	173.00	173.00	00064301
ETA/Cuisenaire	V2200621	9330	3,408.69	3,408.69	00064302
Evergreen	V2205760	5899	60.00	60.00	00064303
Follett Library Resou	V2200636	4200	222.22	541.27	00064304
		4310	319.05		
Frog Publications	V2202760	4310	219.78	219.78	00064305
Fry's Electronics	V2200194	4363	562.78	562.78	00064306
Gale Supply Company	V2201008	9320	3,659.19	3,659.19	00064307
Gov Connection	V2200816	4310	828.60	2,202.88	00064308
		4350	593.09		
		6410	781.19		
Hardy Inc, Charles G	V2200674	4363	561.82	561.82	00064309
IMPAC Government Serv	V2203384	4310	910.80	910.80	00064310

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
Jane Schaffer Enterpr	V2205953	5210	360.00	360.00	00064311
Kisner, Charlene	V2200209	5220	113.89	113.89	00064312
Konica Minolta Busine	V2204196	5630	150.20	150.20	00064313
Konica Minolta Busine	V2204196	5630	1,232.96	1,232.96	00064314
Konica Minolta Busine	V2204196	5630	117.00	117.00	00064315
Lakeshore Learning	V2200720	4310	1,873.66	1,873.66	00064316
Martinez Cruz, Dr Arm	V2205141	5805	450.00	450.00	00064317
Nagai, Ramona Morriss	V2205954	5220	6.40	6.40	00064318
Nasco West Inc	V2200769	4310	535.46	535.46	00064319
Office Depot Business	V2200789	9320	378.20	378.20	00064320
PASCO Scientific	V2204123	4310	13,728.61	13,728.61	00064321
Patriarca, Desiree	V2205687	5210	17.95	17.95	00064322
Pearson Assessment In	V2205566	4315	584.01	584.01	00064323
Pepper Music, J W	V2200819	4310	262.98	262.98	00064324
Perma Bound	V2200822	4310	102.84	102.84	00064325
Pioneer Stationers	V2200825	9320	314.20	314.20	00064326
Rosen Publishing	V2201234	4200	19.34	19.34	00064327
Rutan and Tucker	V2202427	5825	630.00	630.00	00064328
Sanchez, Mayra	V2201968	5220	248.61	248.61	00064329
School Specialty	V2201427	4310	928.21	928.21	00064330
Smart and Final Store	V2201006	4310	62.52	62.52	00064331
Southwest School Supp	V2200896	9320	2,114.06	2,114.06	00064332
Speech Pathology Asso	V2201240	5866	480.00	480.00	00064333
Tait Environmental Sy	V2204487	4361	180.00	180.00	00064334
Troxell Communication	V2200935	6410	6,012.45	6,012.45	00064335

FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
White Rhino Graphics	V2200480	5895	859.82	859.82	00064336
Williamson, Debra	V2201388	5220	433.35	433.35	00064337
*** CHECK GAP ***					
Aardvark Clay and Sup	V2201458	4310	523.96	523.96	00064342
Alpha Scientific Medi	V2203101	4310	5.00	89.11	00064343
		9320	84.11		
Bound To Stay Bound B	V2202226	4200	809.47	845.31	00064344
		4310	35.84		
Eagle Maintenance	V2204863	5800	675.00	675.00	00064345
Fullerton School Dist	V2200197	3900	17,538.97	17,538.97	00064346
GWN Marketing	V2204799	5899	400.00	400.00	00064347
Kaplan School Supply	V2200707	4310	198.14	198.14	00064348
Lapidario, Bonifacio	V2204861	5220	65.96	65.96	00064349
Lego Education	V2205224	4310	2,572.57	2,572.57	00064350
Matrix Imaging Produc	V2203561	5800	2,400.00	2,400.00	00064351
MayerJohnson Company	V2200227	6410	1,038.73	1,038.73	00064352
McDougal Littell Houg	V2200238	4100	163.89	163.89	00064353
School Specialty	V2201427	4310	363.12	363.12	00064354
Southwest School Supp	V2200896	9320	1,775.56	1,775.56	00064355
Summit Learning	V2200397	9330	4,619.75	4,619.75	00064356
Supply Master	V2200914	9320	5,532.66	5,532.66	00064357
Teran, Pedro	V2205173	5220	43.65	43.65	00064358
Troxell Communication	V2200935	4310	7,999.29	14,115.09	00064359
		6410	6,115.80		

TOTAL FOR FUND: 0101 General Fund 484,461.43



FUND: 0101 General Fund

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		3300	6,229.88		
		3400	15,515.21		
		3402	8.97		
		3900	44,337.97		
		3901	394.00		
		3902	215.50		
		4100	163.89		
		4200	4,657.04		
		4310	174,597.94		
		4315	2,036.55		
		4350	8,045.27		
		4360	3,633.63		
		4361	275.97		
		4363	30,224.21		
		5210	10,983.41		
		5220	1,437.28		
		5310	150.00		
		5504	2,042.65		
		5630	8,934.10		
		5640	1,700.92		
		5800	7,771.19		
		5805	7,083.13		
		5810	595.00		
		5825	630.00		
		5850	237.50		
		5865	5,305.00		
		5866	2,230.00		
		5880	1,504.00		
		5885	318.02		
		5895	1,859.89		
		5899	4,758.63		
		5900	382.57		
		5901	56.49		
		5902	652.80		
		6410	31,775.90		
		6450	1,875.31		
		7142	36,863.82		
		8699	127.72		
		9320	49,752.34		
		9330	15,097.73		
TOTAL FOR FUND: 0101 General Fund			484,461.43		

Total Number Of Checks Printed: 298  
 Number Of Void Checks Printed: 1  
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 Number Of Actual Checks Printed: 297

FUND: 1212 Child Dev

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
*** CHECK GAP ***					
IMPAC Government Serv	V2203384	4310	809.38	1,678.57	00064054
		5210	869.19		
S&S Worldwide Inc	V2204817	4310	32.56	32.56	00064055
*** CHECK GAP ***					
Hullabaloo Club Hous	V2205925	5850	420.00	420.00	00064124
John's Incredible Piz	V2205926	5850	386.19	386.19	00064125
Stater Bros	V2204230	4310	498.85	498.85	00064126
*** CHECK GAP ***					
Arrowhead Drinking Wa	V2200985	4310	98.94	98.94	00064193
Canon USA Inc	V2204404	4350	34.18	34.18	00064194
Cosgrove, Marilee	V2204537	9330	1,759.62	1,759.62	00064195
Discount School Suppl	V2200091	4310	171.05	171.05	00064196
Wolpert, Rosalyn	V2204989	5220	16.05	16.05	00064197
*** CHECK GAP ***					
Stater Bros	V2204230	4310	177.13	177.13	00064254
*** CHECK GAP ***					
Costco Wholesale	V2202252	4310	202.62	202.62	00064282
*** CHECK GAP ***					
Benavides, Danny	V2205975	5220	6.31	6.31	00064338
CM School Supply Comp	V2200573	4310	61.57	61.57	00064339
Lakeshore Learning	V2200720	4310	1,757.41	1,757.41	00064340
TOTAL FOR FUND: 1212 Child Dev			7,301.05		

FUND: 1212 Child Dev

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		4310	3,809.51		
		4350	34.18		
		5210	869.19		
		5220	22.36		
		5850	806.19		
		9330	1,759.62		
TOTAL FOR FUND: 1212 Child Dev			7,301.05		

Total Number Of Checks Printed: 15

Number Of Void Checks Printed: 0

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Number Of Actual Checks Printed: 15

FUND: 1414 Deferred Maint

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
*****					
*** CHECK GAP ***					

Montgomery Hardware C	V2203253	6200	4,368.80	4,368.80	00064198
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\*\*\* CHECK GAP \*\*\*

Daily Journal Corpora	V2204643	6200	877.50	877.50	00064255
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TOTAL FOR FUND: 1414 Deferred Maint 5,246.30

Object	Object Total
*****	*****
6200	5,246.30

TOTAL FOR FUND: 1414 Deferred Maint 5,246.30

Total Number Of Checks Printed: 2  
 Number Of Void Checks Printed: 0  
 -----  
 Number Of Actual Checks Printed: 2

FUND: 2123 GO BD SERS 2002B

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
*** CHECK GAP ***					
Daily Journal Corpora	V2204643	5830	712.50	1,403.70	00064128
		6200	691.20		
*** CHECK GAP ***					
Lowe's HIW Inc	V2203259	6200	697.13	697.13	00064199
*** CHECK GAP ***					
Ghataode Bannon Archi	V2205097	5805	63,004.08	63,004.08	00064256
MTGL Inc	V2205549	5805	6,996.00	6,996.00	00064257
Williams Scotsman Inc	V2201933	6200	514.72	514.72	00064258

TOTAL FOR FUND: 2123 GO BD SERS 2002B 72,615.63

Object	Object Total
5830	712.50
5805	70,000.08
6200	1,903.05

TOTAL FOR FUND: 2123 GO BD SERS 2002B 72,615.63

Total Number Of Checks Printed: 5  
 Number Of Void Checks Printed: 0  
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 Number Of Actual Checks Printed: 5

FUND: 2525 Capital Facility

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
***** *** CHECK GAP *** *****					
PJHM Architects Inc	V2200826	5805	727.50	727.50	00064200

TOTAL FOR FUND: 2525 Capital Facility 727.50

Object	Object Total
5805	727.50

TOTAL FOR FUND: 2525 Capital Facility 727.50

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
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 Number Of Actual Checks Printed: 1

FUND: 4040 Spec Res Capital

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
*** CHECK GAP ***					
Orange County Registe	V2200799	5830	353.60	353.60	00064127
*** CHECK GAP ***					
Bowie Arneson Wiles a	V2200521	5825	866.40	866.40	00064341

TOTAL FOR FUND: 4040 Spec Res Capital 1,220.00

Object	Object Total
5825	866.40
5830	353.60

TOTAL FOR FUND: 4040 Spec Res Capital 1,220.00

Total Number Of Checks Printed: 2  
 Number Of Void Checks Printed: 0  
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 Number Of Actual Checks Printed: 2

FUND: 6768 Self Ins WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
*** CHECK GAP ***					
Fullerton School Dist	V2200649	5899	20,924.48	20,924.48	00064201
Sprint PCS	V2204680	5900	80.08	80.08	00064202

TOTAL FOR FUND: 6768 Self Ins WCI 21,004.56

Object	Object Total
5899	20,924.48
5900	80.08

TOTAL FOR FUND: 6768 Self Ins WCI 21,004.56

Total Number Of Checks Printed: 2  
 Number Of Void Checks Printed: 0  
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 Number Of Actual Checks Printed: 2



WED, JUN 04, 2008, 7:13 AM ---req: MSSOKO-----leg: 22 -----loc: 22FISCAL--job: 8970998 #J3913--pgm: CK500 <1.40> rpt id: CKREG4--

SORT: Check ID & No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
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22 00064035	Barragan, Maribel	39.41
22 00064036	BOOST Conference	2,880.00
22 00064037	Bosse, Monique N	32.36
22 00064038	Cravello, Susan	69.63
22 00064039	Delta Care PMI	12,757.99
22 00064040	Delta Dental of California	512.80
22 00064041	Fullerton School District Revo	8.97
22 00064042	Fullerton School District Revo	13,825.04
22 00064043	IMPAC Government Services	4,282.14
22 00064044	Inks, Christine	77.60
22 00064045	Konica Minolta Business Soluti	14.00
22 00064046	Maru, Champa	51.17
22 00064047	Orange Cnty Assn of School Psy	410.00
22 00064048	Orange Cnty Department of Educ	1,380.50
22 00064049	Rivas, Elizabeth	185.71
22 00064050	Scott, Ann	105.15
22 00064051	Staples 025724519	1,003.05
22 00064052	Tovar, Melissa	25.69
22 00064053	Twardos, Karen	64.74
22 00064054	IMPAC Government Services	1,678.57
22 00064055	S&S Worldwide Inc	32.56
22 00064056	American Fire Safety	424.42
22 00064057	Apple Computer Inc.	1,239.67
22 00064058	Association For Supervison Cur	771.72
22 00064059	B and H Photo Video Inc	2,216.00
22 00064060	Capistrano Unified School Dist	595.00
22 00064061	Educational Consulting Service	1,250.00
22 00064062	Educational Resources	140.67
22 00064063	Follett Library Resources	559.57
22 00064064	Fullerton School District Revo	14,199.79
22 00064065	Gopher Sport	2,946.00
22 00064066	Gov Connection	1,627.33
22 00064067	Home Depot, The	2,056.64
22 00064068	Imagestuff.com	176.11
22 00064069	Imagine Learning	1,616.25
22 00064070	Imperial Building Materials	144.17
22 00064071	In Light Photographics	754.25
22 00064072	Institute For Educational Deve	199.00
22 00064073	Lakeshore Learning	1,994.32
22 00064074	Lerner Publications	410.48
22 00064075	McCoy and Mills Ford	97.02
22 00064076	McFadden Dale Hardware	37.07
22 00064077	Mindware	66.30
22 00064078	Mullahey Chevrolet	32.52
22 00064079	National School Products	42.39
22 00064080	NIMCO	58.57
22 00064081	NSS-NRS	671.00
22 00064082	Oak Tree Products	161.63

SORT: Check ID &amp; No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
=====	=====	=====
22 00064083	Office Depot Business Service	1,569.77
22 00064084	Orange County Council for Gift	65.00
22 00064085	Orange County Register	652.80
22 00064086	Orvac Electronics	135.12
22 00064087	Pacific Supply Company	246.86
22 00064088	PASCO Scientific	6,709.60
22 00064089	PCI Educational Publications	165.78
22 00064090	Pest Options Inc	197.00
22 00064091	Pioneer Chemical Company	739.75
22 00064092	Plumbing and Industrial Supply	831.83
22 00064093	Praxair Distribution	158.67
22 00064094	Primary Concepts	232.16
22 00064095	Rayvern Lighting Supply Co Inc	215.72
22 00064096	Recycled Wood Products	1,707.84
22 00064097	Refrigeration Supply Distribut	20.99
22 00064098	Remedia Publications Inc	772.70
22 00064099	Renaissance Learning Inc	1,068.14
22 00064100	Rockler Woodworking and Hardwa	896.63
22 00064101	Rotary Club of Fullerton	263.00
22 00064102	San Diego Cnty Office of Educa	600.00
22 00064103	Scholastic Book Fairs	1,690.00
22 00064104	Scholastic Inc	4,148.64
22 00064105	School Specialty	1,293.08
22 00064106	Smart and Final Stores Corpora	344.13
22 00064107	Smith's Imperial Paint	21.41
22 00064108	Southwest School Supply	540.10
22 00064109	SRA/McGraw Hill California	5,920.64
22 00064110	Suburban Propane	23.95
22 00064111	Supply Master	10,540.96
22 00064112	Toledo Physical Education Supp	493.93
22 00064113	Tri Ed Inc	749.02
22 00064114	U Haul International	35.30
22 00064115	UPS	12.89
22 00064116	US Airconditioning Distributor	178.43
22 00064117	Western Psychological Services	1,452.54
22 00064118	Western States Glass	469.55
22 00064119	Westminster School District	33,638.90
22 00064120	Westrux	750.69
22 00064121	White Rhino Graphics	142.11
22 00064122	World Book Educational Product	1,994.01
22 00064123	Xpedx	1,676.34
22 00064124	Hullabaloo's Club House	420.00
22 00064125	John's Incredible Pizza Co	386.19
22 00064126	Stater Bros	498.85
22 00064127	Orange County Register	353.60
22 00064128	Daily Journal Corporation	1,403.70
22 00064129	Air Gas Direct Ind	416.60
22 00064130	Albertson's Inc	518.14

WED, JUN 04, 2008, 7:13 AM ---req: MSSOKO-----leg: 22 -----loc: 22FISCAL--job: 8970998 #J3913--pgm: CK500 &lt;1.40&gt; rpt id: CKREG4--

SORT: Check ID &amp; No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
=====	=====	=====
22 00064131	Allied Interpreting Services I	425.00
22 00064132	Anything Educational Plus Inc	1,567.06
22 00064133	Aramark Uniform Service	161.26
22 00064134	Arrowhead Drinking Water	2,106.57
22 00064135	Azusa Pacific University	135.00
22 00064136	B and H Photo Video Inc	2,675.80
22 00064137	B and M Lawn Garden	34.80
22 00064138	Benner Metals	641.11
22 00064139	Blind Childrens Learning Cente	2,380.00
22 00064140	Bradley Company, E B	209.70
22 00064141	BSN Sports	311.40
22 00064142	Void - Continued Stubb	0.00
22 00064143	Canon USA Inc	7,444.71
22 00064144	Capstone Press	759.41
22 00064145	Chung, Sylvia	78.57
22 00064146	Clark Security Products	56.62
22 00064147	Classroom Direct	871.94
22 00064148	CM School Supply Company	635.46
22 00064149	Coastal Publishing Group Inc	498.00
22 00064150	Cosgrove, Marilee	121.05
22 00064151	Crown Equipment Corp	56.95
22 00064152	Culver Newlin Inc	993.99
22 00064153	Data Management Inc	290.00
22 00064154	Deelite Distribution	154.50
22 00064155	Delaney Educational Enterprise	702.63
22 00064156	Depot America Inc	32.23
22 00064157	Diamond Trophy and Engraving	857.96
22 00064158	Dick Blick Art Materials	1,550.55
22 00064159	Edgewood Press Inc	592.63
22 00064160	Educators Publishing Service	381.77
22 00064161	Evans, John Scott	460.00
22 00064162	Ewing Irrigation Products	938.16
22 00064163	Factory Motor Parts Company	325.02
22 00064164	Far West Marine Electric	200.00
22 00064165	Faur, Juleen	60.00
22 00064166	Ferguson Enterprises Inc	68.02
22 00064167	Fisher, Ellen	1,980.00
22 00064168	Follett Library Resources	1,342.32
22 00064169	Frog Publications	423.12
22 00064170	Fullerton Public Library	3,450.00
22 00064171	Gov Connection	133.93
22 00064172	Learning A to Z	839.20
22 00064173	Lowe's HIW Inc	587.87
22 00064174	McTague, Bridget	53.56
22 00064175	MetLife SBC	2,244.42
22 00064176	Motherland Music	994.53
22 00064177	Orange Cnty Department of Educ	37,508.82
22 00064178	Pastrana, Melanie	150.00

WED, JUN 04, 2008, 7:13 AM ---req: MSSOKO-----leg: 22 -----loc: 22FISCAL--job: 8970998 #J3913--pgm: CK500 <1.40> rpt id: CKREG4--

SORT: Check ID & No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
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22 00064179	Pitluk, Paula	24.00
22 00064180	President's Challenge	162.00
22 00064181	Pyramid Autism Center	2,925.00
22 00064182	Renaissance Learning Inc	137.59
22 00064183	Sax Arts and Crafts	786.58
22 00064184	Scholastic Magazines	882.36
22 00064185	Southwest School Supply	1,861.92
22 00064186	Sprint PCS	382.57
22 00064187	Toledo Physical Education Supp	872.82
22 00064188	Troxell Communications	11,851.44
22 00064189	Twardos, Karen	904.82
22 00064190	Walker, Jane	37.18
22 00064191	World Book Educational Product	200.00
22 00064192	Xerox Corporation	23,758.88
22 00064193	Arrowhead Drinking Water	98.94
22 00064194	Canon USA Inc	34.18
22 00064195	Cosgrove, Marilee	1,759.62
22 00064196	Discount School Supply	171.05
22 00064197	Wolpert, Rosalyn	16.05
22 00064198	Montgomery Hardware Company	4,368.80
22 00064199	Lowe's HIW Inc	697.13
22 00064200	PJHM Architects Inc	727.50
22 00064201	Fullerton School District Work	20,924.48
22 00064202	Sprint PCS	80.08
22 00064203	Aims Education Foundation	3,285.29
22 00064204	Air Gas Direct Ind	109.27
22 00064205	Aldana, Reyes	25.56
22 00064206	Assoc of CA School Administrat	49.00
22 00064207	Best Foundation	157.65
22 00064208	Blue Raven Technology Inc	3,745.00
22 00064209	Bradley Company, E B	15.51
22 00064210	FileMaker Inc	760.00
22 00064211	Gale Supply Company	1,536.78
22 00064212	Gary's Radiator Service	75.00
22 00064213	Gonzalez, Fabiola	25.09
22 00064214	Gopher Sport	1,186.58
22 00064215	Gov Connection	3,920.77
22 00064216	Grainger Inc, WW	599.31
22 00064217	Hallelujah Janitorial Warehous	164.28
22 00064218	Home Depot, The	280.85
22 00064219	Innovative Learning Concepts	193.60
22 00064220	J Taylor Education	782.38
22 00064221	L A Steelcraft Products Inc	636.16
22 00064222	Lab Aids Inc	114.81
22 00064223	Library Video Company	271.27
22 00064224	Logical Choice Technologies	744.32
22 00064225	Lowe's HIW Inc	439.39
22 00064226	MacGill and Company	252.58

WED, JUN 04, 2008, 7:13 AM ---req: MSSOKO-----leg: 22 -----loc: 22FISCAL--job: 8970998 #J3913--pgm: CK500 &lt;1.40&gt; rpt id: CKREG4--

SORT: Check ID &amp; No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
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22 00064227	Marware Inc	1,171.83
22 00064228	Napa Auto Parts	4.30
22 00064229	Nasco West Inc	302.88
22 00064230	National Association of Second	566.65
22 00064231	Pacific Industrial Water Syste	483.00
22 00064232	Pacific Supply Company	228.78
22 00064233	Pest Options Inc	887.93
22 00064234	Pioneer Chemical Company	858.29
22 00064235	Plumbing and Industrial Supply	808.95
22 00064236	Premier School Agenda	1,894.80
22 00064237	Prescott Hardware and Sheet Me	108.79
22 00064238	President's Education Award Pr	82.00
22 00064239	Reel Lumber	360.50
22 00064240	S&S Worldwide Inc	1,519.98
22 00064241	Sam Ash Music Stores	848.77
22 00064242	Scholastic Inc	2,175.17
22 00064243	School Mate	2,237.25
22 00064244	Silicon Mountain Memory Inc	259.22
22 00064245	Smart and Final Stores Corpora	345.38
22 00064246	Smith, Susan	318.00
22 00064247	Soccer Zone	595.00
22 00064248	Sportime Select Service and Su	2,166.16
22 00064249	SSD Alarm Systems	930.55
22 00064250	State of California	1,504.00
22 00064251	Stater Bros	117.88
22 00064252	Strauss, Irene	476.18
22 00064253	Summit Learning	69.03
22 00064254	Stater Bros	177.13
22 00064255	Daily Journal Corporation	877.50
22 00064256	Ghataode Bannon Architects	63,004.08
22 00064257	MTGL Inc	6,996.00
22 00064258	Williams Scotsman Inc	514.72
22 00064259	Angels Baseball LP	1,224.00
22 00064260	Constructive Playthings	399.57
22 00064261	Costco Wholesale	2,060.49
22 00064262	Ergo In Demand Inc	6,048.90
22 00064263	Fullerton School District Revo	12,599.21
22 00064264	Graybar Electric Company	6,817.16
22 00064265	Hernandez, Margarita	171.51
22 00064266	Hopetown Music Inc	2,702.46
22 00064267	Long Beach Aquarium of the Pac	237.50
22 00064268	Montoya, Kristin	193.43
22 00064269	Pearce, Jackie	532.99
22 00064270	Specialized Transportation Inc	513.86
22 00064271	Tandem Library Group	1,057.76
22 00064272	Target Specialty Product	405.94
22 00064273	Taylor, Melinda	146.51
22 00064274	Teacher Direct	1,771.49

SORT: Check ID &amp; No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
22 00064275	Tri Ed Inc	156.32
22 00064276	U Haul International	36.72
22 00064277	UniPak Corporation	6,105.00
22 00064278	UPS	43.60
22 00064279	Virco Manufacturing Corporatio	3,775.02
22 00064280	Vista Paint	267.50
22 00064281	Westrux	97.80
22 00064282	Costco Wholesale	202.62
22 00064283	Administrators Northwest Inc	609.50
22 00064284	Allied Interpreting Services I	920.00
22 00064285	Anaheim Band Instruments	1,062.95
22 00064286	Apple Computer Inc.	5,896.52
22 00064287	AVID Center	2,560.00
22 00064288	B and M Lawn Garden	62.53
22 00064289	Barnes and Noble Inc	200.00
22 00064290	Benner Metals	641.11
22 00064291	Bonsangue, Dr Martin	1,350.00
22 00064292	Calloway House Inc	152.80
22 00064293	Canon USA Inc	750.12
22 00064294	CDW.G	1,489.11
22 00064295	Classroom Products Inc	451.24
22 00064296	Classroom Supply Mart	479.50
22 00064297	CM School Supply Company	126.48
22 00064298	Coast Speech Pathology	1,750.00
22 00064299	Costco Wholesale	303.22
22 00064300	Demco Inc	354.13
22 00064301	Doherty Inc, James	173.00
22 00064302	ETA/Cuisenaire	3,408.69
22 00064303	Evergreen	60.00
22 00064304	Follett Library Resources	541.27
22 00064305	Frog Publications	219.78
22 00064306	Fry's Electronics	562.78
22 00064307	Gale Supply Company	3,659.19
22 00064308	Gov Connection	2,202.88
22 00064309	Hardy Inc, Charles G	561.82
22 00064310	IMPAC Government Services	910.80
22 00064311	Jane Schaffer Enterprises	360.00
22 00064312	Kisner, Charlene	113.89
22 00064313	Konica Minolta Business Soluti	150.20
22 00064314	Konica Minolta Business Soluti	1,232.96
22 00064315	Konica Minolta Business Soluti	117.00
22 00064316	Lakeshore Learning	1,873.66
22 00064317	Martinez Cruz, Dr Armando	450.00
22 00064318	Nagai, Ramona Morrisette	6.40
22 00064319	Nasco West Inc	535.46
22 00064320	Office Depot Business Service	378.20
22 00064321	PASCO Scientific	13,728.61
22 00064322	Patriarca, Desiree	17.95

WED, JUN 04, 2008, 7:13 AM ---req: MSSOKO-----leg: 22 -----loc: 22FISCAL---job: 8970998 #J3913--pgm: CK500 <1.40> rpt id: CKREG4--

SORT: Check ID & No

SELECT Check Dates: 051708-060208

Check	Payee Name	Check Amount
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22 00064323	Pearson Assessment Inc	584.01
22 00064324	Pepper Music, J W	262.98
22 00064325	Perma Bound	102.84
22 00064326	Pioneer Stationers	314.20
22 00064327	Rosen Publishing	19.34
22 00064328	Rutan and Tucker	630.00
22 00064329	Sanchez, Mayra	248.61
22 00064330	School Specialty	928.21
22 00064331	Smart and Final Stores Corpora	62.52
22 00064332	Southwest School Supply	2,114.06
22 00064333	Speech Pathology Associates	480.00
22 00064334	Tait Environmental Systems	180.00
22 00064335	Troxell Communications	6,012.45
22 00064336	White Rhino Graphics	859.82
22 00064337	Williamson, Debra	433.35
22 00064338	Benavides, Danny	6.31
22 00064339	CM School Supply Company	61.57
22 00064340	Lakeshore Learning	1,757.41
22 00064341	Bowie Arneson Wiles and Gianni	866.40
22 00064342	Aardvark Clay and Supplies	523.96
22 00064343	Alpha Scientific Medical Inc	89.11
22 00064344	Bound To Stay Bound Books	845.31
22 00064345	Eagle Maintenance	675.00
22 00064346	Fullerton School District Revo	17,538.97
22 00064347	GWN Marketing	400.00
22 00064348	Kaplan School Supply	198.14
22 00064349	Lapidario, Bonifacio	65.96
22 00064350	Lego Education	2,572.57
22 00064351	Matrix Imaging Products Inc	2,400.00
22 00064352	MayerJohnson Company	1,038.73
22 00064353	McDougal Littell Houghton Miff	163.89
22 00064354	School Specialty	363.12
22 00064355	Southwest School Supply	1,775.56
22 00064356	Summit Learning	4,619.75
22 00064357	Supply Master	5,532.66
22 00064358	Teran, Pedro	43.65
22 00064359	Troxell Communications	14,115.09
Check ID & No [22] Total:		592,576.47
*** GRAND TOTAL ***		
Machine and Hand Written		592,576.47
		=====
		592,576.47

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Saldivar, Director, Food Services  
**SUBJECT:** **APPROVE/RATIFY FOOD SERVICES WARRANTS NUMBERED 6235 THROUGH 6281 FOR THE 2007/2008 SCHOOL YEAR**

Background: Board approval is requested for Food Services warrants numbered 6235 through 6281 for the 2007/2008 school year. The total amount presented for approval is \$200,718.11. Please note that warrant number 6236 has been voided.

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

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

Funding: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services warrants numbered 6235 through 6281 for the 2007/2008 school year.

GC:LS:dlh  
Attachment



## Fullerton School District

Date 06/05/2008

Food Services

Page 1

Time 13:11

( 05/17/2008 - 06/02/2008 )

## CHECK REGISTER REPORT

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6235	05/20/2008	1	4351	90	012178	4447	Lisa Saldivar	Printed	390.00
									-----
									390.00
6236	05/20/2008	1	5805	90	2007-1017	4834	TechRoom	Void	-3,600.00
6236	05/20/2008	1	5805	90	2007-1017	4834	TechRoom	Printed	3,600.00
6236	05/20/2008	1	0	90	2007-2032	4834	TechRoom	Void	0.00
6236	05/20/2008	1	0	90	2007-2032	4834	TechRoom	Printed	0.00
6236	05/20/2008	1	0	90	2007-3032	4834	TechRoom	Void	0.00
6236	05/20/2008	1	0	90	2007-3032	4834	TechRoom	Printed	0.00
6236	05/20/2008	1	5805	90	2008-1017	4834	TechRoom	Void	-3,600.00
6236	05/20/2008	1	5805	90	2008-1017	4834	TechRoom	Printed	3,600.00
6236	05/20/2008	1	0	90	2008-1040	4834	TechRoom	Void	0.00
6236	05/20/2008	1	0	90	2008-1040	4834	TechRoom	Printed	0.00
6236	05/20/2008	1	0	90	2008-1088	4834	TechRoom	Void	0.00
6236	05/20/2008	1	0	90	2008-1088	4834	TechRoom	Printed	0.00
6236	05/20/2008	1	5805	90	2008-1100	4834	TechRoom	Void	0.00
6236	05/20/2008	1	5805	90	2008-1100	4834	TechRoom	Printed	0.00
									-----
									0.00
6237	05/22/2008	1	4710	18	308730	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	10	04300810-ADJ	133	Driftwood Dairy	Printed	0.01
6237	05/22/2008	1	4710	19	308731	133	Driftwood Dairy	Printed	153.29
6237	05/22/2008	1	4710	12	04300812-ADJ	133	Driftwood Dairy	Printed	-0.04
6237	05/22/2008	1	4710	20	308732	133	Driftwood Dairy	Printed	261.93
6237	05/22/2008	1	4710	17	04300817-ADJ	133	Driftwood Dairy	Printed	-0.01
6237	05/22/2008	1	4710	21	308733	133	Driftwood Dairy	Printed	255.56
6237	05/22/2008	1	4710	18	04300818-ADJ	133	Driftwood Dairy	Printed	0.02
6237	05/22/2008	1	4710	22	308735	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	19	04300819-ADJ	133	Driftwood Dairy	Printed	-0.04
6237	05/22/2008	1	4710	23	308736	133	Driftwood Dairy	Printed	122.95
6237	05/22/2008	1	4710	20	04300820-ADJ	133	Driftwood Dairy	Printed	0.12
6237	05/22/2008	1	4710	24	308737	133	Driftwood Dairy	Printed	102.00
6237	05/22/2008	1	4710	22	04300822-ADJ	133	Driftwood Dairy	Printed	0.04
6237	05/22/2008	1	4710	25	308738	133	Driftwood Dairy	Printed	121.03
6237	05/22/2008	1	4710	23	04300823-ADJ	133	Driftwood Dairy	Printed	-0.05
6237	05/22/2008	1	4710	26	308739	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	25	04300825-ADJ	133	Driftwood Dairy	Printed	-0.02
6237	05/22/2008	1	4710	27	308740	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	26	04300826-ADJ	133	Driftwood Dairy	Printed	0.04
6237	05/22/2008	1	4710	28	308741	133	Driftwood Dairy	Printed	211.72
6237	05/22/2008	1	4710	27	04300827-ADJ	133	Driftwood Dairy	Printed	0.01
6237	05/22/2008	1	4710	29	308742	133	Driftwood Dairy	Printed	107.00
6237	05/22/2008	1	4710	28	04300828-ADJ	133	Driftwood Dairy	Printed	0.02
6237	05/22/2008	1	4710	90	308743	133	Driftwood Dairy	Printed	84.70
6237	05/22/2008	1	4710	29	04300829-ADJ	133	Driftwood Dairy	Printed	-0.04

## Fullerton School District

Date 06/05/2008

Food Services

Page 2

Time 13:11

( 05/17/2008 - 06/02/2008 )

## CHECK REGISTER REPORT

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6237	05/22/2008	1	4710	12	310686	133	Driftwood Dairy	Printed	75.21
6237	05/22/2008	1	4710	30	04300830-ADJ	133	Driftwood Dairy	Printed	0.04
6237	05/22/2008	1	4710	13	310687	133	Driftwood Dairy	Printed	20.51
6237	05/22/2008	1	4710	21	043008821-ADJ	133	Driftwood Dairy	Printed	0.04
6237	05/22/2008	1	4710	30	310688	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	90	04300890-ADJ	133	Driftwood Dairy	Printed	0.07
6237	05/22/2008	1	4710	15	310689	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	11	0430811-ADJ	133	Driftwood Dairy	Printed	0.04
6237	05/22/2008	1	4710	17	310690	133	Driftwood Dairy	Printed	166.57
6237	05/22/2008	1	4710	12	288033	133	Driftwood Dairy	Printed	119.20
6237	05/22/2008	1	4710	19	310691	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	13	288034	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	20	310692	133	Driftwood Dairy	Printed	164.09
6237	05/22/2008	1	4710	30	288035	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	21	310693	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	15	288036	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	22	310694	133	Driftwood Dairy	Printed	57.66
6237	05/22/2008	1	4710	17	288037	133	Driftwood Dairy	Printed	152.24
6237	05/22/2008	1	4710	23	310695	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	19	288038	133	Driftwood Dairy	Printed	105.39
6237	05/22/2008	1	4710	24	310696	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	20	288039	133	Driftwood Dairy	Printed	185.54
6237	05/22/2008	1	4710	25	310697	133	Driftwood Dairy	Printed	220.81
6237	05/22/2008	1	4710	21	288041	133	Driftwood Dairy	Printed	160.22
6237	05/22/2008	1	4710	27	310698	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	22	288042	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	28	310699	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	23	288043	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	29	310700	133	Driftwood Dairy	Printed	181.67
6237	05/22/2008	1	4710	24	288044	133	Driftwood Dairy	Printed	21.46
6237	05/22/2008	1	4710	90	310701	133	Driftwood Dairy	Printed	83.93
6237	05/22/2008	1	4710	25	288045	133	Driftwood Dairy	Printed	98.69
6237	05/22/2008	1	4710	11	312807	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	27	288046	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	12	312808	133	Driftwood Dairy	Printed	124.80
6237	05/22/2008	1	4710	28	288047	133	Driftwood Dairy	Printed	160.22
6237	05/22/2008	1	4710	13	312809	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	29	288048	133	Driftwood Dairy	Printed	36.21
6237	05/22/2008	1	4710	30	312810	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	90	288049	133	Driftwood Dairy	Printed	66.23
6237	05/22/2008	1	4710	15	312811	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	10	290082	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	16	312812	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	11	290084	133	Driftwood Dairy	Printed	102.56
6237	05/22/2008	1	4710	17	312813	133	Driftwood Dairy	Printed	132.45
6237	05/22/2008	1	4710	12	290085	133	Driftwood Dairy	Printed	41.97
6237	05/22/2008	1	4710	18	312814	133	Driftwood Dairy	Printed	103.50

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6237	05/22/2008	1	4710	13	290086	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	19	312815	133	Driftwood Dairy	Printed	104.45
6237	05/22/2008	1	4710	30	290087	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	20	312816	133	Driftwood Dairy	Printed	221.05
6237	05/22/2008	1	4710	15	290088	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	21	312817	133	Driftwood Dairy	Printed	235.34
6237	05/22/2008	1	4710	16	290090	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	22	312818	133	Driftwood Dairy	Printed	210.76
6237	05/22/2008	1	4710	17	290091	133	Driftwood Dairy	Printed	165.41
6237	05/22/2008	1	4710	23	312819	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	18	290092	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	24	312820	133	Driftwood Dairy	Printed	102.24
6237	05/22/2008	1	4710	19	290093	133	Driftwood Dairy	Printed	195.42
6237	05/22/2008	1	4710	25	312821	133	Driftwood Dairy	Printed	228.46
6237	05/22/2008	1	4710	20	290094	133	Driftwood Dairy	Printed	241.56
6237	05/22/2008	1	4710	26	312822	133	Driftwood Dairy	Printed	102.56
6237	05/22/2008	1	4710	21	290095	133	Driftwood Dairy	Printed	213.89
6237	05/22/2008	1	4710	27	312823	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	22	290096	133	Driftwood Dairy	Printed	207.95
6237	05/22/2008	1	4710	28	312824	133	Driftwood Dairy	Printed	211.86
6237	05/22/2008	1	4710	23	290097	133	Driftwood Dairy	Printed	96.12
6237	05/22/2008	1	4710	29	312825	133	Driftwood Dairy	Printed	169.74
6237	05/22/2008	1	4710	24	290098	133	Driftwood Dairy	Printed	144.21
6237	05/22/2008	1	4710	90	312826	133	Driftwood Dairy	Printed	94.17
6237	05/22/2008	1	4710	25	290099	133	Driftwood Dairy	Printed	306.91
6237	05/22/2008	1	4710	10	313806	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	26	290100	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	12	315488	133	Driftwood Dairy	Printed	124.68
6237	05/22/2008	1	4710	27	290101	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	13	315489	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	28	290102	133	Driftwood Dairy	Printed	211.86
6237	05/22/2008	1	4710	30	315490	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	29	290103	133	Driftwood Dairy	Printed	232.22
6237	05/22/2008	1	4710	15	315491	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	90	290104	133	Driftwood Dairy	Printed	188.38
6237	05/22/2008	1	4710	17	315493	133	Driftwood Dairy	Printed	161.02
6237	05/22/2008	1	4710	12	291022	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	19	315494	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	13	291923	133	Driftwood Dairy	Printed	20.51
6237	05/22/2008	1	4710	20	315495	133	Driftwood Dairy	Printed	272.60
6237	05/22/2008	1	4710	30	291924	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	21	315496	133	Driftwood Dairy	Printed	235.05
6237	05/22/2008	1	4710	15	291925	133	Driftwood Dairy	Printed	20.51
6237	05/22/2008	1	4710	22	315497	133	Driftwood Dairy	Printed	189.98
6237	05/22/2008	1	4710	17	291926	133	Driftwood Dairy	Printed	149.32
6237	05/22/2008	1	4710	23	315498	133	Driftwood Dairy	Printed	91.66
6237	05/22/2008	1	4710	19	291927	133	Driftwood Dairy	Printed	94.78

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6237	05/22/2008	1	4710	24	315499	133	Driftwood Dairy	Printed	144.92
6237	05/22/2008	1	4710	20	291928	133	Driftwood Dairy	Printed	164.09
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6237	05/22/2008	1	4710	21	291929	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	28	315501	133	Driftwood Dairy	Printed	211.72
6237	05/22/2008	1	4710	22	291930	133	Driftwood Dairy	Printed	201.24
6237	05/22/2008	1	4710	29	315502	133	Driftwood Dairy	Printed	169.47
6237	05/22/2008	1	4710	23	291931	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	90	315503	133	Driftwood Dairy	Printed	167.87
6237	05/22/2008	1	4710	24	291932	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	27	317163	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	25	291933	133	Driftwood Dairy	Printed	264.66
6237	05/22/2008	1	4710	10	318220	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	27	291934	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	11	318221	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	28	291935	133	Driftwood Dairy	Printed	222.70
6237	05/22/2008	1	4710	12	318222	133	Driftwood Dairy	Printed	104.45
6237	05/22/2008	1	4710	29	291936	133	Driftwood Dairy	Printed	187.43
6237	05/22/2008	1	4710	13	318223	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	90	291937	133	Driftwood Dairy	Printed	102.64
6237	05/22/2008	1	4710	30	318224	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	12	293873	133	Driftwood Dairy	Printed	61.47
6237	05/22/2008	1	4710	15	318225	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	13	293874	133	Driftwood Dairy	Printed	20.51
6237	05/22/2008	1	4710	16	318226	133	Driftwood Dairy	Printed	105.62
6237	05/22/2008	1	4710	30	293875	133	Driftwood Dairy	Printed	21.46
6237	05/22/2008	1	4710	17	318227	133	Driftwood Dairy	Printed	146.06
6237	05/22/2008	1	4710	15	293876	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	18	318228	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	16	293877	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	19	318229	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	17	293878	133	Driftwood Dairy	Printed	47.06
6237	05/22/2008	1	4710	20	318230	133	Driftwood Dairy	Printed	185.54
6237	05/22/2008	1	4710	19	293879	133	Driftwood Dairy	Printed	129.86
6237	05/22/2008	1	4710	21	318231	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	20	293880	133	Driftwood Dairy	Printed	97.26
6237	05/22/2008	1	4710	22	318232	133	Driftwood Dairy	Printed	228.46
6237	05/22/2008	1	4710	21	293881	133	Driftwood Dairy	Printed	170.81
6237	05/22/2008	1	4710	23	318233	133	Driftwood Dairy	Printed	101.49
6237	05/22/2008	1	4710	22	293882	133	Driftwood Dairy	Printed	188.37
6237	05/22/2008	1	4710	24	318234	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	24	293883	133	Driftwood Dairy	Printed	59.51
6237	05/22/2008	1	4710	25	318235	133	Driftwood Dairy	Printed	207.00
6237	05/22/2008	1	4710	25	293884	133	Driftwood Dairy	Printed	241.09
6237	05/22/2008	1	4710	26	318237	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	27	293885	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	27	318238	133	Driftwood Dairy	Printed	62.48

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6237	05/22/2008	1	4710	28	293887	133	Driftwood Dairy	Printed	166.92
6237	05/22/2008	1	4710	28	318239	133	Driftwood Dairy	Printed	207.95
6237	05/22/2008	1	4710	29	293888	133	Driftwood Dairy	Printed	42.90
6237	05/22/2008	1	4710	29	318240	133	Driftwood Dairy	Printed	63.42
6237	05/22/2008	1	4710	10	304354	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	90	318241	133	Driftwood Dairy	Printed	291.65
6237	05/22/2008	1	4710	11	304355	133	Driftwood Dairy	Printed	126.47
6237	05/22/2008	1	4710	12	320508	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	12	304356	133	Driftwood Dairy	Printed	164.13
6237	05/22/2008	1	4710	13	320509	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	13	304357	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	30	320510	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	30	304358	133	Driftwood Dairy	Printed	105.96
6237	05/22/2008	1	4710	15	320511	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	15	304359	133	Driftwood Dairy	Printed	85.45
6237	05/22/2008	1	4710	17	320512	133	Driftwood Dairy	Printed	124.44
6237	05/22/2008	1	4710	16	304360	133	Driftwood Dairy	Printed	105.96
6237	05/22/2008	1	4710	19	320513	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	17	304361	133	Driftwood Dairy	Printed	195.31
6237	05/22/2008	1	4710	20	320514	133	Driftwood Dairy	Printed	180.87
6237	05/22/2008	1	4710	18	304362	133	Driftwood Dairy	Printed	126.47
6237	05/22/2008	1	4710	21	320515	133	Driftwood Dairy	Printed	165.03
6237	05/22/2008	1	4710	19	304363	133	Driftwood Dairy	Printed	189.66
6237	05/22/2008	1	4710	22	320516	133	Driftwood Dairy	Printed	83.93
6237	05/22/2008	1	4710	20	304364	133	Driftwood Dairy	Printed	262.07
6237	05/22/2008	1	4710	23	320517	133	Driftwood Dairy	Printed	114.51
6237	05/22/2008	1	4710	21	304365	133	Driftwood Dairy	Printed	270.60
6237	05/22/2008	1	4710	25	320518	133	Driftwood Dairy	Printed	207.00
6237	05/22/2008	1	4710	22	304366	133	Driftwood Dairy	Printed	245.10
6237	05/22/2008	1	4710	27	320519	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	23	304367	133	Driftwood Dairy	Printed	101.49
6237	05/22/2008	1	4710	28	320520	133	Driftwood Dairy	Printed	207.95
6237	05/22/2008	1	4710	24	304368	133	Driftwood Dairy	Printed	200.93
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6237	05/22/2008	1	4710	25	304369	133	Driftwood Dairy	Printed	362.68
6237	05/22/2008	1	4710	90	320522	133	Driftwood Dairy	Printed	164.05
6237	05/22/2008	1	4710	26	304370	133	Driftwood Dairy	Printed	126.47
6237	05/22/2008	1	4710	10	322453	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	27	304371	133	Driftwood Dairy	Printed	105.96
6237	05/22/2008	1	4710	11	322454	133	Driftwood Dairy	Printed	102.56
6237	05/22/2008	1	4710	28	304372	133	Driftwood Dairy	Printed	226.61
6237	05/22/2008	1	4710	12	322455	133	Driftwood Dairy	Printed	75.12
6237	05/22/2008	1	4710	29	304373	133	Driftwood Dairy	Printed	225.51
6237	05/22/2008	1	4710	30	322456	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	90	304374	133	Driftwood Dairy	Printed	323.22
6237	05/22/2008	1	4710	15	322457	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	12	306547	133	Driftwood Dairy	Printed	104.45

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6237	05/22/2008	1	4710	16	322458	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	13	306548	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	17	322459	133	Driftwood Dairy	Printed	133.01
6237	05/22/2008	1	4710	30	306549	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	18	322460	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	15	306550	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	19	322461	133	Driftwood Dairy	Printed	159.06
6237	05/22/2008	1	4710	17	306551	133	Driftwood Dairy	Printed	128.81
6237	05/22/2008	1	4710	20	322462	133	Driftwood Dairy	Printed	185.54
6237	05/22/2008	1	4710	19	306552	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	21	322463	133	Driftwood Dairy	Printed	178.62
6237	05/22/2008	1	4710	20	306553	133	Driftwood Dairy	Printed	185.54
6237	05/22/2008	1	4710	22	322464	133	Driftwood Dairy	Printed	165.98
6237	05/22/2008	1	4710	21	306554	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	23	322465	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	22	306555	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	24	322466	133	Driftwood Dairy	Printed	137.60
6237	05/22/2008	1	4710	23	306556	133	Driftwood Dairy	Printed	101.49
6237	05/22/2008	1	4710	25	322467	133	Driftwood Dairy	Printed	283.07
6237	05/22/2008	1	4710	24	306557	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	26	322468	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	25	306558	133	Driftwood Dairy	Printed	249.91
6237	05/22/2008	1	4710	27	322469	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	27	306559	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	28	322470	133	Driftwood Dairy	Printed	219.65
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6237	05/22/2008	1	4710	29	322471	133	Driftwood Dairy	Printed	179.57
6237	05/22/2008	1	4710	29	306561	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	90	322472	133	Driftwood Dairy	Printed	71.07
6237	05/22/2008	1	4710	90	306562	133	Driftwood Dairy	Printed	537.83
6237	05/22/2008	1	4710	12	324651	133	Driftwood Dairy	Printed	104.45
6237	05/22/2008	1	4710	10	308722	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	13	324652	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	11	308723	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	30	324653	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	12	308724	133	Driftwood Dairy	Printed	116.59
6237	05/22/2008	1	4710	15	324654	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	13	308725	133	Driftwood Dairy	Printed	41.97
6237	05/22/2008	1	4710	17	324655	133	Driftwood Dairy	Printed	129.75
6237	05/22/2008	1	4710	30	308726	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	19	324656	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	15	308727	133	Driftwood Dairy	Printed	41.97
6237	05/22/2008	1	4710	20	324657	133	Driftwood Dairy	Printed	241.84
6237	05/22/2008	1	4710	16	308728	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	21	324658	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	17	308729	133	Driftwood Dairy	Printed	165.23
6237	05/22/2008	1	4710	22	324659	133	Driftwood Dairy	Printed	166.92

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Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6237	05/22/2008	1	4710	23	324660	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	24	324661	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	25	324662	133	Driftwood Dairy	Printed	228.46
6237	05/22/2008	1	4710	27	324663	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	28	324664	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	29	324665	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	90	324666	133	Driftwood Dairy	Printed	25.28
6237	05/22/2008	1	4710	10	326871	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	11	326872	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	12	326873	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	13	326874	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	30	326875	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	15	326876	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	16	326877	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	17	326878	133	Driftwood Dairy	Printed	128.81
6237	05/22/2008	1	4710	18	326879	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	19	326880	133	Driftwood Dairy	Printed	146.41
6237	05/22/2008	1	4710	20	326881	133	Driftwood Dairy	Printed	241.84
6237	05/22/2008	1	4710	21	326882	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	22	326883	133	Driftwood Dairy	Printed	166.92
6237	05/22/2008	1	4710	23	326884	133	Driftwood Dairy	Printed	93.05
6237	05/22/2008	1	4710	24	326885	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	25	326886	133	Driftwood Dairy	Printed	207.95
6237	05/22/2008	1	4710	26	326887	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	27	326888	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	28	326889	133	Driftwood Dairy	Printed	207.95
6237	05/22/2008	1	4710	29	326890	133	Driftwood Dairy	Printed	166.92
6237	05/22/2008	1	4710	90	326891	133	Driftwood Dairy	Printed	467.11
6237	05/22/2008	1	4710	12	329247	133	Driftwood Dairy	Printed	95.72
6237	05/22/2008	1	4710	13	329248	133	Driftwood Dairy	Printed	41.97
6237	05/22/2008	1	4710	30	329249	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	15	329250	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	17	329251	133	Driftwood Dairy	Printed	128.64
6237	05/22/2008	1	4710	19	329252	133	Driftwood Dairy	Printed	53.76
6237	05/22/2008	1	4710	20	329253	133	Driftwood Dairy	Printed	185.54
6237	05/22/2008	1	4710	21	329254	133	Driftwood Dairy	Printed	117.18
6237	05/22/2008	1	4710	22	329255	133	Driftwood Dairy	Printed	156.31
6237	05/22/2008	1	4710	23	329256	133	Driftwood Dairy	Printed	97.25
6237	05/22/2008	1	4710	24	329257	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	25	329259	133	Driftwood Dairy	Printed	158.20
6237	05/22/2008	1	4710	27	329260	133	Driftwood Dairy	Printed	103.50
6237	05/22/2008	1	4710	28	329261	133	Driftwood Dairy	Printed	179.66
6237	05/22/2008	1	4710	29	329262	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	90	329263	133	Driftwood Dairy	Printed	125.82
6237	05/22/2008	1	4710	10	331582	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	11	331583	133	Driftwood Dairy	Printed	145.47
6237	05/22/2008	1	4710	12	331584	133	Driftwood Dairy	Printed	104.45

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Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6237	05/22/2008	1	4710	13	331585	133	Driftwood Dairy	Printed	61.53
6237	05/22/2008	1	4710	30	331586	133	Driftwood Dairy	Printed	124.96
6237	05/22/2008	1	4710	15	331587	133	Driftwood Dairy	Printed	41.02
6237	05/22/2008	1	4710	16	331588	133	Driftwood Dairy	Printed	62.48
6237	05/22/2008	1	4710	17	331589	133	Driftwood Dairy	Printed	120.61
6237	05/22/2008	1	4710	18	331590	133	Driftwood Dairy	Printed	105.62
6237	05/22/2008	1	4710	19	331591	133	Driftwood Dairy	Printed	146.41
6237	05/22/2008	1	4710	20	331592	133	Driftwood Dairy	Printed	220.61
6237	05/22/2008	1	4710	21	331593	133	Driftwood Dairy	Printed	186.49
6237	05/22/2008	1	4710	22	331594	133	Driftwood Dairy	Printed	187.43
6237	05/22/2008	1	4710	23	331595	133	Driftwood Dairy	Printed	114.51
6237	05/22/2008	1	4710	24	331596	133	Driftwood Dairy	Printed	82.99
6237	05/22/2008	1	4710	25	331597	133	Driftwood Dairy	Printed	227.51
6237	05/22/2008	1	4710	26	331598	133	Driftwood Dairy	Printed	124.01
6237	05/22/2008	1	4710	27	331599	133	Driftwood Dairy	Printed	82.04
6237	05/22/2008	1	4710	28	331600	133	Driftwood Dairy	Printed	207.95
6237	05/22/2008	1	4710	29	331601	133	Driftwood Dairy	Printed	84.88
6237	05/22/2008	1	4710	90	331602	133	Driftwood Dairy	Printed	331.35
									-----
									40,953.28
6238	05/23/2008	1	4710	90	485073	265	A & R Distributors	Printed	253.40
			4728						
6238	05/23/2008	1	9320	99	487830	265	A & R Distributors	Printed	506.72
			4728						
6238	05/23/2008	1	9320	99	488288	265	A & R Distributors	Printed	948.54
			4728						
6238	05/23/2008	1	9320	99	488289	265	A & R Distributors	Printed	794.72
			4728						
6238	05/23/2008	1	4710	20	488725	265	A & R Distributors	Printed	148.95
			4728						
6238	05/23/2008	1	4710	17	488726	265	A & R Distributors	Printed	484.91
			4728						
6238	05/23/2008	1	4710	90	488727	265	A & R Distributors	Printed	72.00
6238	05/23/2008	1	9320	99	489267	265	A & R Distributors	Printed	1,199.52
6238	05/23/2008	1	9320	99	489271	265	A & R Distributors	Printed	817.48
			4728						
6238	05/23/2008	1	4710	23	489727	265	A & R Distributors	Printed	336.96
			4728						
6238	05/23/2008	1	4710	20	489728	265	A & R Distributors	Printed	359.43
6238	05/23/2008	1	4710	17	489729	265	A & R Distributors	Printed	379.60
			4728						
6238	05/23/2008	1	9320	99	489927	265	A & R Distributors	Printed	907.80
6238	05/23/2008	1	9320	99	489928	265	A & R Distributors	Printed	1,188.00
6238	05/23/2008	1	9320	99	490732	265	A & R Distributors	Printed	599.76
6238	05/23/2008	1	9320	99	490734	265	A & R Distributors	Printed	650.72
			4728						
6238	05/23/2008	1	4710	17	491494	265	A & R Distributors	Printed	484.91
			4728						



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6238	05/23/2008	1	4710	23	491497	265	A & R Distributors	Printed	453.06
			4728						
6238	05/23/2008	1	9320	99	491642	265	A & R Distributors	Printed	707.90
6238	05/23/2008	1	4710	17	492380	265	A & R Distributors	Printed	253.40
			4728						
6238	05/23/2008	1	9320	99	492385	265	A & R Distributors	Printed	127.92
6238	05/23/2008	1	4710	20	492387	265	A & R Distributors	Printed	169.84
			4728						
6238	05/23/2008	1	4710	23	492389	265	A & R Distributors	Printed	558.74
			4728						
6238	05/23/2008	1	9320	99	492733	265	A & R Distributors	Printed	1,683.00
									-----
									14,087.28
6239	05/23/2008	1	9320	99	633997	3640	ASR Food Distributor	Printed	327.84
6239	05/23/2008	1	9320	99	634006	3640	ASR Food Distributor	Printed	358.08
6239	05/23/2008	1	9320	99	635221	3640	ASR Food Distributor	Printed	622.50
6239	05/23/2008	1	9320	99	635635	3640	ASR Food Distributor	Printed	2,180.00
6239	05/23/2008	1	9320	99	635645	3640	ASR Food Distributor	Printed	6,090.97
6239	05/23/2008	1	9320	99	635646	3640	ASR Food Distributor	Printed	1,404.00
6239	05/23/2008	1	9320	99	635657-1	3640	ASR Food Distributor	Printed	4.00
6239	05/23/2008	1	9320	99	638266	3640	ASR Food Distributor	Printed	10,515.98
6239	05/23/2008	1	9320	99	638266-1	3640	ASR Food Distributor	Printed	120.00
6239	05/23/2008	1	9320	99	638267	3640	ASR Food Distributor	Printed	68.56
6239	05/23/2008	1	9320	99	638280	3640	ASR Food Distributor	Printed	402.84
6239	05/23/2008	1	9320	99	640525	3640	ASR Food Distributor	Printed	8,237.95
6239	05/23/2008	1	9320	99	640544	3640	ASR Food Distributor	Printed	2,180.00
6239	05/23/2008	1	9320	99	640545	3640	ASR Food Distributor	Printed	247.30
6239	05/23/2008	1	9320	99	640545-1	3640	ASR Food Distributor	Printed	18.00
6239	05/23/2008	1	9320	99	640561	3640	ASR Food Distributor	Printed	2,849.24
6239	05/23/2008	1	9320	99	640561-1	3640	ASR Food Distributor	Printed	128.00
6239	05/23/2008	1	9320	99	640562	3640	ASR Food Distributor	Printed	2,889.00
6239	05/23/2008	1	9320	99	640578-1	3640	ASR Food Distributor	Printed	60.00
									-----
									38,704.26
6240	05/23/2008	1	4710	90	4264	59	Balian Ice Cream Co.	Printed	1,188.30
									-----
									1,188.30
6241	05/23/2008	1	9320	99	193663	4628	Cargill Kitchen Solu	Printed	28.36
6241	05/23/2008	1	9320	99	194859	4628	Cargill Kitchen Solu	Printed	249.12
									-----
									277.48
6242	05/23/2008	1	4710	90	2026421006	3327	Coca Cola Co.	Printed	1,058.90
6242	05/23/2008	1	4710	20	2026450705	3327	Coca Cola Co.	Printed	243.40

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6242	05/23/2008	1	4710	20	2026453801	3327	Coca Cola Co.	Printed	162.00
6242	05/23/2008	1	4710	17	2026453802	3327	Coca Cola Co.	Printed	275.35
6242	05/23/2008	1	4710	17	2026453803	3327	Coca Cola Co.	Printed	379.75
6242	05/23/2008	1	4710	17	2035032202	3327	Coca Cola Co.	Printed	267.35
6242	05/23/2008	1	4710	20	2035032204	3327	Coca Cola Co.	Printed	257.50
6242	05/23/2008	1	4710	20	2035032910	3327	Coca Cola Co.	Printed	135.10
6242	05/23/2008	1	4710	23	2086067203	3327	Coca Cola Co.	Printed	314.00
6242	05/23/2008	1	4710	17	2086068205	3327	Coca Cola Co.	Printed	325.80
6242	05/23/2008	1	4710	17	2086068925	3327	Coca Cola Co.	Printed	361.10
6242	05/23/2008	1	4710	17	2086069603	3327	Coca Cola Co.	Printed	599.40
6242	05/23/2008	1	4710	20	2086069604	3327	Coca Cola Co.	Printed	199.70
6242	05/23/2008	1	4710	23	2086286403	3327	Coca Cola Co.	Printed	309.00
6242	05/23/2008	1	4710	23	2086286404	3327	Coca Cola Co.	Printed	308.55
6242	05/23/2008	1	4710	23	2096060304	3327	Coca Cola Co.	Printed	420.50
6242	05/23/2008	1	4710	90	2096060309	3327	Coca Cola Co.	Printed	432.80
6242	05/23/2008	1	4710	17	2096061103	3327	Coca Cola Co.	Printed	429.50
6242	05/23/2008	1	4710	23	2096061203	3327	Coca Cola Co.	Printed	268.40
6242	05/23/2008	1	4710	23	2096062104	3327	Coca Cola Co.	Printed	300.00
									7,048.10
6243	05/23/2008	1	5648	90	LB824584	4529	Crown Lift Trucks	Printed	75.00
6243	05/23/2008	1	5648	90	LB824585	4529	Crown Lift Trucks	Printed	75.00
									150.00
6244	05/23/2008	1	0	99	347663	3012	Gold Star Foods	Printed	0.00
6244	05/23/2008	1	9320	99	747091	3012	Gold Star Foods	Printed	1,198.44
6244	05/23/2008	1	9322	99	747092	3012	Gold Star Foods	Printed	42.90
6244	05/23/2008	1	9320	99	747093	3012	Gold Star Foods	Printed	972.00
6244	05/23/2008	1	9320	99	750294	3012	Gold Star Foods	Printed	208.80
6244	05/23/2008	1	9320	99	750295	3012	Gold Star Foods	Printed	4,644.90
6244	05/23/2008	1	9320	99	750296	3012	Gold Star Foods	Printed	5,045.86
6244	05/23/2008	1	9322	99	750297	3012	Gold Star Foods	Printed	80.85
6244	05/23/2008	1	4710	90	750829	3012	Gold Star Foods	Printed	946.80
6244	05/23/2008	1	4710	90	752630	3012	Gold Star Foods	Printed	683.45
6244	05/23/2008	1	4710	90	753964	3012	Gold Star Foods	Printed	414.00
6244	05/23/2008	1	9320	99	754600	3012	Gold Star Foods	Printed	1,605.44
6244	05/23/2008	1	9320	99	754601	3012	Gold Star Foods	Printed	1,399.30
6244	05/23/2008	1	9320	99	754602	3012	Gold Star Foods	Printed	408.30
6244	05/23/2008	1	9322	99	754603	3012	Gold Star Foods	Printed	293.70
6244	05/23/2008	1	4710	90	755162	3012	Gold Star Foods	Printed	966.00
6244	05/23/2008	1	4710	90	756137	3012	Gold Star Foods	Printed	60.00
6244	05/23/2008	1	4710	90	757792	3012	Gold Star Foods	Printed	60.00
6244	05/23/2008	1	9320	99	758851	3012	Gold Star Foods	Printed	7,388.95
6244	05/23/2008	1	9320	99	758852	3012	Gold Star Foods	Printed	1,063.20
6244	05/23/2008	1	9322	99	758853	3012	Gold Star Foods	Printed	165.00

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6244	05/23/2008	1	9322	99	758854	3012	Gold Star Foods	Printed	56.10
6244	05/23/2008	1	4710	90	760428	3012	Gold Star Foods	Printed	34.54
6244	05/23/2008	1	4710	90	761213	3012	Gold Star Foods	Printed	30.00
6244	05/23/2008	1	4710	90	762187	3012	Gold Star Foods	Printed	974.40
									-----
									28,742.93
6245	05/23/2008	1	9320	99	45083988	4576	Joseph Webb Foods, I	Printed	2,212.72
6245	05/23/2008	1	9320	99	45083988-1	4576	Joseph Webb Foods, I	Printed	82.98
6245	05/23/2008	1	9320	99	45084483	4576	Joseph Webb Foods, I	Printed	2,246.15
6245	05/23/2008	1	9320	99	45084483-1	4576	Joseph Webb Foods, I	Printed	561.12
6245	05/23/2008	1	9320	99	45084483-2	4576	Joseph Webb Foods, I	Printed	639.30
6245	05/23/2008	1	9320	99	45085187	4576	Joseph Webb Foods, I	Printed	1,522.32
6245	05/23/2008	1	9320	99	45085187-1	4576	Joseph Webb Foods, I	Printed	1,261.84
									-----
6245	05/23/2008	1	9321	99	45085416	4576	Joseph Webb Foods, I	Printed	90.52
6245	05/23/2008	1	9320	99	45085416-1	4576	Joseph Webb Foods, I	Printed	1,987.96
6245	05/23/2008	1	9320	99	45086211	4576	Joseph Webb Foods, I	Printed	104.40
6245	05/23/2008	1	9320	99	45086211-1	4576	Joseph Webb Foods, I	Printed	1,069.98
6245	05/23/2008	1	9320	99	45086211-2	4576	Joseph Webb Foods, I	Printed	772.88
6245	05/23/2008	1	9320	99	45086688	4576	Joseph Webb Foods, I	Printed	300.32
									-----
									12,852.49
6246	05/23/2008	1	4320	29	012203	729	Maria Olmos	Printed	29.70
									-----
									29.70
6247	05/23/2008	1	4320	20	012213	732	Martha Castaneda	Printed	113.60
6247	05/23/2008	1	4320	28	012214	732	Martha Castaneda	Printed	63.70
									-----
									177.30
6248	05/23/2008	1	5862	90	552	4542	MySchoolBucks, LLC	Printed	396.05
									-----
									396.05
6249	05/23/2008	1	4320	30	012212	731	Myung Bo Kim	Printed	38.25
									-----
									38.25
6250	05/23/2008	1	4351	90	427588293-001	166	Office Depot	Printed	483.91
6250	05/23/2008	1	4351	90	427589350-001	166	Office Depot	Printed	483.91
6250	05/23/2008	1	4351	90	429165996-001	166	Office Depot	Printed	459.67
									-----
									1,427.49

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6251	05/23/2008	1	5648	90	42588	730	Orange County Applia	Printed	11.84
									-----
									11.84
6252	05/23/2008	1	9321	99	188340-00	3095	P & R	Printed	2,590.14
6252	05/23/2008	1	4312	90	189365-00	3095	P & R	Printed	-420.88
6252	05/23/2008	1	9321	99	193168-00	3095	P & R	Printed	15.62
6252	05/23/2008	1	9321	99	193170	3095	P & R	Printed	7.28
6252	05/23/2008	1	9321	99	193176	3095	P & R	Printed	2,223.81
6252	05/23/2008	1	9321	99	193179	3095	P & R	Printed	274.96
6252	05/23/2008	1	9321	99	193180	3095	P & R	Printed	380.53
6252	05/23/2008	1	9321	99	193181-00	3095	P & R	Printed	2,590.14
6252	05/23/2008	1	9321	99	194782	3095	P & R	Printed	50.69
6252	05/23/2008	1	9321	99	194785	3095	P & R	Printed	53.18
6252	05/23/2008	1	9321	99	194787	3095	P & R	Printed	101.77
6252	05/23/2008	1	9321	99	198065-00	3095	P & R	Printed	45.80
									-----
									7,913.04
6253	05/23/2008	1	4710	90	AC421	4432	Papa John's Pizza	Printed	189.00
6253	05/23/2008	1	4710	11	BW0414	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0415	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0416	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0417	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0418	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0421	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0422	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0423	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0424	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0425	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0428	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0429	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0430	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0502	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0505	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0506	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0507	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0508	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	11	BW0509	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	90	BW422	4432	Papa John's Pizza	Printed	168.00
6253	05/23/2008	1	4710	90	CW423	4432	Papa John's Pizza	Printed	231.00
6253	05/23/2008	1	4710	90	FD424	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	30	FI0414	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0415	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0416	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0417	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0418	4432	Papa John's Pizza	Printed	63.00

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Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6253	05/23/2008	1	4710	30	FI0421	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0422	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0423	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0424	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0425	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0428	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0429	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0430	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0501	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0502	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0505	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0506	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0507	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0508	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	30	FI0509	4432	Papa John's Pizza	Printed	63.00
6253	05/23/2008	1	4710	90	FI418	4432	Papa John's Pizza	Printed	308.00
6253	05/23/2008	1	4710	90	GH425	4432	Papa John's Pizza	Printed	266.00
6253	05/23/2008	1	4710	90	HE428	4432	Papa John's Pizza	Printed	175.00
6253	05/23/2008	1	4710	90	LR0429	4432	Papa John's Pizza	Printed	182.00
6253	05/23/2008	1	4710	17	LV0414	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0415	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0416	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0417	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0418	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0421	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0422	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0423	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0424	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0425	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0428	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0429	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0430	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0501	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0502	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0505	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0506	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0507	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0508	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	17	LV0509	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	90	MA0430	4432	Papa John's Pizza	Printed	294.00
6253	05/23/2008	1	4710	90	MA0509	4432	Papa John's Pizza	Printed	14.00
6253	05/23/2008	1	4710	20	NI0414	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0415	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0416	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0417	4432	Papa John's Pizza	Printed	224.00
6253	05/23/2008	1	4710	20	NI0418	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0421	4432	Papa John's Pizza	Printed	259.00

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6253	05/23/2008	1	4710	20	NI0422	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0423	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0424	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0425	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0428	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0429	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0430	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0501	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0502	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0505	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0506	4432	Papa John's Pizza	Printed	245.00
6253	05/23/2008	1	4710	20	NI0507	4432	Papa John's Pizza	Printed	259.00
6253	05/23/2008	1	4710	20	NI0508	4432	Papa John's Pizza	Printed	259.00
6253	05/23/2008	1	4710	20	NI0509	4432	Papa John's Pizza	Printed	259.00
6253	05/23/2008	1	4710	90	OR0501	4432	Papa John's Pizza	Printed	448.00
6253	05/23/2008	1	4710	90	PD0502	4432	Papa John's Pizza	Printed	427.00
6253	05/23/2008	1	4710	90	PD0508	4432	Papa John's Pizza	Printed	56.00
6253	05/23/2008	1	4710	23	PK0414	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0415	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0416	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0417	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0418	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0421	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0422	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0423	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0424	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0425	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0428	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0429	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0430	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0501	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0502	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0505	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0506	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0507	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0508	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	23	PK0509	4432	Papa John's Pizza	Printed	154.00
6253	05/23/2008	1	4710	90	RA0505	4432	Papa John's Pizza	Printed	231.00
6253	05/23/2008	1	4710	90	RH0507	4432	Papa John's Pizza	Printed	203.00
6253	05/23/2008	1	4710	90	RH414	4432	Papa John's Pizza	Printed	189.00
6253	05/23/2008	1	4710	90	RI0506	4432	Papa John's Pizza	Printed	567.00
6253	05/23/2008	1	4710	90	SL0508	4432	Papa John's Pizza	Printed	371.00
6253	05/23/2008	1	4710	90	SL415	4432	Papa John's Pizza	Printed	308.00
6253	05/23/2008	1	4710	90	VP0502	4432	Papa John's Pizza	Printed	21.00
6253	05/23/2008	1	4710	90	VP0509	4432	Papa John's Pizza	Printed	490.00
6253	05/23/2008	1	4710	90	VP416	4432	Papa John's Pizza	Printed	490.00
6253	05/23/2008	1	4710	90	VP502	4432	Papa John's Pizza	Printed	14.00

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Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6253	05/23/2008	1	4710	90	VP502-1	4432	Papa John's Pizza	Printed	28.00
6253	05/23/2008	1	4710	90	WC0430	4432	Papa John's Pizza	Printed	21.00
6253	05/23/2008	1	4710	90	WC415	4432	Papa John's Pizza	Printed	21.00
6253	05/23/2008	1	4710	90	WC417	4432	Papa John's Pizza	Printed	294.00
									-----
									21,623.00
6254	05/23/2008	1	4710	90	495027	2378	Swift Produce	Printed	1,333.80
6254	05/23/2008	1	4710	90	495064	2378	Swift Produce	Printed	376.55
6254	05/23/2008	1	4710	90	495135	2378	Swift Produce	Printed	488.20
6254	05/23/2008	1	4710	90	495167	2378	Swift Produce	Printed	422.20
6254	05/23/2008	1	4710	90	495447	2378	Swift Produce	Printed	912.30
6254	05/23/2008	1	4710	90	495568	2378	Swift Produce	Printed	305.85
6254	05/23/2008	1	4710	90	495574	2378	Swift Produce	Printed	1,086.15
6254	05/23/2008	1	4710	90	495723	2378	Swift Produce	Printed	447.99
6254	05/23/2008	1	4710	90	495805	2378	Swift Produce	Printed	253.59
6254	05/23/2008	1	4710	90	495853	2378	Swift Produce	Printed	693.68
6254	05/23/2008	1	4710	90	495928	2378	Swift Produce	Printed	494.35
6254	05/23/2008	1	4710	90	495986	2378	Swift Produce	Printed	871.10
6254	05/23/2008	1	4710	90	496059	2378	Swift Produce	Printed	634.77
6254	05/23/2008	1	4710	90	496110	2378	Swift Produce	Printed	287.10
6254	05/23/2008	1	4710	90	496128	2378	Swift Produce	Printed	286.15
6254	05/23/2008	1	4710	90	496175	2378	Swift Produce	Printed	494.00
6254	05/23/2008	1	4710	90	496203	2378	Swift Produce	Printed	233.45
6254	05/23/2008	1	4710	90	496247	2378	Swift Produce	Printed	181.65
6254	05/23/2008	1	4710	90	496265	2378	Swift Produce	Printed	873.95
6254	05/23/2008	1	4710	90	496389	2378	Swift Produce	Printed	422.93
6254	05/23/2008	1	4710	90	496390	2378	Swift Produce	Printed	101.40
6254	05/23/2008	1	4710	90	496455	2378	Swift Produce	Printed	1,121.13
6254	05/23/2008	1	4710	90	496514	2378	Swift Produce	Printed	247.00
6254	05/23/2008	1	4710	90	496520	2378	Swift Produce	Printed	625.03
6254	05/23/2008	1	4710	90	496531	2378	Swift Produce	Printed	1,257.60
6254	05/23/2008	1	4710	90	496583	2378	Swift Produce	Printed	537.49
									-----
									14,989.41
6255	05/23/2008	1	0	90	2007-3032	4834	TechRoom	Printed	0.00
6255	05/23/2008	1	5805	90	2008-1017	4834	TechRoom	Printed	3,600.00
6255	05/23/2008	1	0	90	2008-1040	4834	TechRoom	Printed	0.00
6255	05/23/2008	1	0	90	2008-1088	4834	TechRoom	Printed	0.00
6255	05/23/2008	1	5805	90	2008-1100	4834	TechRoom	Printed	3,600.00
									-----
									7,200.00
6256	05/23/2008	1	9320	99	2050	315	The Popcorn Man	Printed	1,472.00
									-----
									1,472.00







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By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
6281	06/02/2008	1	4351	90	012217	4523	Petty Cash	Printed	436.04
			4710						
			5210						
6281	06/02/2008	1	9130	90	012218	4523	Petty Cash	Printed	200.00
									636.04
									-----
									Active Checks 207,918.11
									Voided Checks -7,200.00
									-----
									Total Checks 200,718.11

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**SUBJECT:** APPROVE ORGANIZATIONAL MEMBERSHIPS FOR 2008/2009

Background: Each year the Board approves organizational memberships. These memberships provide opportunities for staff development and literature related to specific responsibility areas. Staff is requesting approval of the 2008-2009 organizational memberships listed on the following page.

The Board will note that the annual membership costs are listed as "estimated." Any unknown costs were increased by approximately 10% over the 2007/2008 expenditure level, even though staff does not expect the increases to be that high for the 2008/2009 year.

Rationale: Participation in organizational memberships provides additional opportunities for staff to increase knowledge and skills in specific, job-related areas.

Funding: General Fund (01) and Categorical Funds.

Recommendation: Approve Organizational Memberships for 2008/2009.

GC:jw  
Attachment

2008/2009 ORGANIZATIONAL MEMBERSHIPS

<u>Organizational Membership</u>	<u>Estimated Costs</u>	<u>Department</u>
Orange County School Boards Association	\$ 140.00	Board Discretionary
California School Boards Association	13,850.00	Board Discretionary
California School Boards Association	1,500.00	Superintendent
American Association of School Administrators	415.00	Superintendent
Assoc. of California School Administrators (ACSA)	1,880.00	Superintendent
ACSA Educational Institution Service	725.00	Superintendent
Orange County Superintendents ACSA Region XVII	450.00	Superintendent
Ed Source	275.00	Superintendent
Fullerton Chamber of Commerce	440.00	Superintendent
North Orange County Superintendents Association	150.00	Superintendent
Rotary Club of Fullerton	1,000.00	Superintendent
National School Public Relations Association	250.00	Asst. to Superintendent
Association for Supervision of Curriculum Development	85.00	Asst. to Superintendent
California School Public Relations Assoc. (CalSPRA)	100.00	Asst. to Superintendent
CASBO (Calif. Assoc. of School Business Officials) (3)	1,060.00	Business Services
CASBO (Institutional or Associate)	550.00	Business Services
Association of California School Administrators (ACSA)	1,600.00	Business Services
CASBO (Calif. Assoc. of School Business Officials) (1)	200.00	Transportation
CASTO Calif. Assoc. of School Transportation Officials (2)	175.00	Transportation
Public Agency Risk Managers Association (PARMA)	125.00	Workers Compensation
Coalition for Adequate School Housing	567.00	Facilities Services
Coalition for Adequate School Housing Maintenance Net.	209.00	Facilities Services
CASBO (Calif. Assoc. of School Business Officials) (2)	522.00	Facilities Services
American School Food Service Association (3)	325.00	Food Services
Price Club/Costco (3 Memberships)	145.00	Food Services
California Public Employer Labor Relations Assoc.	270.00	Certificated Personnel
Association of California School Administrators	1,400.00	Certificated Personnel
School Employees Association	2,900.00	Certificated Personnel
Edjoin	10¢ Per ADA	Certificated Personnel
Calif. Assoc. Supervisors of Child Welfare & Attd (CASCWA)	50.00	Child Welfare & Attendance
National Association of School Nurses	135.00	Student Support Services
Coop. Org. for the Dev. of Employee Selection Process	1,750.00	Personnel Com.
California Public Employees Labor Relations	310.00	Personnel Com.
Southern California Personnel Management Assoc.	235.00	Personnel Com.
Personnel Commissioners Association of Southern Calif.	55.00	Personnel Com.
International Personnel Management Association	330.00	Personnel Com.
ACSA for the Personnel Commission	220.00	Personnel Com.
California Institute for School Improvement	800.00	Educational Services
California Science Teachers Association	100.00	Educational Services
California Math Council	90.00	Educational Services
Association for Supervision and Curriculum Development	850.00	Educational Services
California Reading Association (per person cost)	50.00	Educational Services
International Reading Association (per person cost)	85.00	Educational Services
California Association of Supervision & Curriculum Dev.	60.00	Educational Services
Orange County Science Education Association	80.00	Educational Services
Orange County Reading Association	40.00	Educational Services

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**SUBJECT:** APPROVE INDEPENDENTCONSULTANT AGREEMENT WITH CAILLET CONSULTING FOR THE 2008/2009 SCHOOL YEAR

Background: The District has, in the past, entered into consulting agreements with individuals who possess critical information to the proper functioning of the District as positions are in transition. These services will be provided for a limited time basis allowing for the individual, who is going to fill the vacancy, to receive expert advice and consulting during the transition. The Independent Consultant Agreement is not to exceed thirty days of service, to be determined mutually between Dr. Mitch Hovey, Superintendent, and Dr. Linda Caillet.

Rationale: The current position of Associate Superintendent of Educational Services is being vacated through the retirement of Dr. Linda Caillet. The District is seeking her services during the transition period.

Funding: Educational Services budget.

Recommendation: Approve Independent Consultant Agreement with Caillet Consulting for the 2008/2009 school year.

MH:ds  
Attachment

## INDEPENDENT CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Caillet Consulting**, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

**Develop next steps and timelines for summer and 2008/09 school year, 6000 Board policies, transition plans for IS, EMC/textbooks, GATE Office and ES transition to new Assistant Superintendent. Oversee, supervise, direct, new math textbook processes, STAR reports and communications, Rtl Board presentation, and other in-progress projects.**

Services shall be provided by **Caillet Consulting**.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **July 1 through October 30, 2008 (up to 30 days). The contract is not to exceed thirty days of service to be determined mutually between Dr. Mitch Hovey, Superintendent, and Dr. Linda Caillet.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed per diem of **eight hundred and eighty-five Dollars and eighty-two cents (\$885.82) per day**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or

expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed zero dollars (\$0.00) per day and shall include only expenses incurred for reproducing workshop materials. Any travel expenses shall be pre-approved in writing by the DISTRICT.**

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

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

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

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

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

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

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

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

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

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

14. Employment With Another Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or



remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

**Caillet Consulting**  
**(address on file)**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY of June 2008

**Fullerton School District**  
(Name of District)

By:

\_\_\_\_\_  
Signature

**Mitch Hovey, Ed.D.**  
Typed Name

**Superintendent**  
Title

**Caillet Consulting**

(Consultant Name)

By:

\_\_\_\_\_  
Signature

**Linda A. Caillet, Ed.D.**  
Typed Name

\_\_\_\_\_  
Title

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

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Lisa Saldivar, Director, Food Services

**SUBJECT:** **APPROVE AGREEMENT WITH IMAGE ONE TECHNOLOGY SOLUTIONS FOR PURCHASE OF ROCKETSCAN SOFTWARE, EQUIPMENT AND SUPPORT FOR 2008/2009, 2009/2010 AND 2010/2011**

Background: The Food Service Department participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP). State and Federal funding received through these programs are based upon the eligibility of free, reduced or full paid meal counts. Eligibility is determined through processing meal applications submitted by parents/guardians throughout the year. Schools forward meal applications to the Nutrition Center where a District official reviews them to determine the eligibility status. Strict Federal and State guidelines are required when reviewing applications. State officials conduct on-site audits of the applications, and the District must remain in compliance in order to receive reimbursement for meals.

The application process includes harvesting student data, verifying the correct student data on the application, and determining eligibility status. Printed verification letters are sent to each family.

RocketSCAN was developed for use by school districts to automate the processing of applications by scanning student data from related documents. Implementing RocketSCAN will greatly reduce paper handling and time spent matching student data with applications. Additionally, RocketSCAN will benefit parents by reducing processing time and notification of eligibility status. The cost of the software, hardware and training is \$17,412.50

Rationale: The purchase of RocketSCAN will increase the efficiency of the application process.

Funding: Funding will be taken from the Food Services budget (Fund 13).

Recommendation: Approve agreement with Image One Technology Solutions for purchase of RocketSCAN software, equipment and support for 2008/2009, 2009/2010 and 2010/2011.

GC:LS:dlh  
Attachment

# Sales Proposal

Date: 5/19/2008  
 Lisa Saldivar  
 Fullerton School District  
 1401 W Valencia Drive



Telephone: 800-956-9000  
 Facsimilie: 813-887-5359

Fullerton  
 ca  
 92833

Phone: (714) 447-1031 ext 11      Quote ID #:      Fax: (714) 447-7713

Qty	Description	Price Each	Price Extended
1	<b><u>RocketSCAN Bundle</u></b> RocketSCAN for Meal Applications 5K Base License Module	\$12,935.00	\$12,935.00
	<b><u>Novell Installation</u></b>  Please contact Image One if your district runs on a Novell		
26000	<b><u>Estimated Applications</u></b> BLANK MEAL APPLICATIONS, 8.5 X 11, ENGLISH, 2/1,	\$0.063	\$1,642.50
1	<b><u>Training and Travel</u></b> On-Site Training - 2 days (Travel Expenses Additional)	\$1,600.00	\$1,600.00
1	Travel day fee	\$350.00	\$350.00
	Estimated travel expenses		
1	<b><u>Airfare</u></b>	\$400.00	\$400.00
2	Nights Hotel (Per Night)	\$95.00	\$190.00
3	Auto Per (Per Day)	\$53.33	\$160.00
3	Expenses per diem	\$45.00	\$135.00
	Total estimated travel	\$593.33	\$885.00
	Est. Number of applications	\$26,000.00	

Est. Shipping Applications and Product (District will be billed for actual): 274.50  
 Taxes will be added if applicable net 30      **TOTAL: \$17,412.50**

**Customer Acceptance**

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, authorizes Image One to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Returns are subjects to a 20% restocking fee. Professional services, once performed, are non-refundable. All returns must be received by Image One within 30 days after shipment by Image One. All returns must be authorized by Image One Corporation.

	<i>Alfred Delsile</i>
--	-----------------------

Customer Acceptance  
 Fullerton School District

Date      Alfred Delsile  
 Image One Corporation

*Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.*

# Sales Proposal



Date: 5/19/2008  
 Lisa Saldivar  
 Fullerton School District  
 1401 W Valencia Drive  
 Fullerton  
 ca, 92833

*Write Ship to below if  
 not same as on right*  
 Address 1  
 Address 2  
 City  
 State  
 Zip

Telephone: 800-956-9000  
 Facsimile: 813-887-5359

Phone: Quote ID #: Fax: (714) 447-7713

Qty	Description	Price Each	Price Extended
1	<p>Applications Design Options</p> <p>ABOVE CHARGE WILL BE CREDITED TOWARD PURCHASE OF YOUR APPLICATIONS</p> <p><b>PLEASE CONTACT US IF YOUR DISTRICT NEEDS TRANSLATION SERVICES</b></p> <p>Steps to follow for a smooth <u>Applications Development Process</u></p> <p>1. <b>PLEASE GO TO <a href="http://www.rocketscan.com/applications">www.rocketscan.com/applications</a> (TODAY) FILL OUT ONLINE FORM AND SUBMIT</b></p> <p>Image One must receive <b>SIGNED PROPOSAL OR PO</b> to begin development of your application</p> <p>2. IO send prototype to School District</p> <p>3. District reviews</p> <p>a. Changes requested must be submitted via email of Fax</p> <p>b. IO makes changes or contacts district to discuss</p> <p>4. District received revised application</p> <p>5. District approved application</p> <p>6. District sends to State for review and approval</p> <p>a. Changes requested must be submitted via email of Fax</p> <p>b. IO makes changes or contacts district to discuss</p> <p>7. Final draft is sent to District for final review</p> <p>8. District signs front and back of approved applications and faxes to IO</p> <p>9. IO sends application to Print</p> <p>10. IO/Printer sends final PRINT PROOF to district for approval</p> <p>a. Changes at this point will incur additional costs</p> <p>11. District approves Print Proof and faxes signed proof to IO</p> <p><b>Applications are printed and usually ships within 10 business days</b></p>	\$250.000	\$250.00
	Total Blank Applications Ordered		1

**Estimated Shipping: (District will be billed actual) \$0.01**  
**TOTAL: \$250.01**

**Customer Acceptance**  
 By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, authorizes Image One to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Returns are subjects to a 20% restocking fee. Professional services, once performed, are non-refundable. All returns must be received by Image One within 30 days after shipment by Image One. All returns must be authorized by Image One Corporation.

Customer Acceptance	Date	<i>Alfred Delisle</i>
Purchase Order (if available)		Alfred Delisle Image One Corporation

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Larry Lara, Director of Maintenance, Operations & Facility Services

**SUBJECT:** **RATIFY AWARD OF CONTRACT FOR INTERIOR PAINTING AT COMMONWEALTH ELEMENTARY SCHOOL AND LADERA VISTA JUNIOR HIGH SCHOOL AND EXTERIOR PAINTING AT ACACIA AND WOODCREST ELEMENTARY SCHOOLS, FSD-07-08-DM-02, TO A.J. FISTES CORPORATION FOR ACACIA, COMMONWEALTH AND WOODCREST AND TO ASTRO PAINTING COMPANY FOR LADERA VISTA**

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation in the District, and bids were opened on May 29, 2008. Fifteen (15) contractors responded to the invitation to bid. The bid form for this project was structured to allow each of the four sites, Acacia, Commonwealth, Ladera Vista and Woodcrest to be awarded separately to the lowest responsive bidder(s).

Rationale: Interior and exterior painting are components of a comprehensive Deferred Maintenance Plan. Deferred Maintenance ensures major repairs of existing District facilities are addressed so that the educational process may continue in a safe manner conducive to student learning.

Funding: Deferred Maintenance Fund (14). Acacia (\$37,970), Commonwealth (\$34,740), Ladera Vista (\$58,000) and Woodcrest (\$39,315). The total cost of these two contracts is \$170,025.

Recommendation: Ratify award of contract for Interior Painting at Commonwealth Elementary School and Ladera Vista Junior High School and Exterior Painting at Acacia and Woodcrest Elementary Schools, FSD-07-08-DM-02, to A.J. Fistes Corporation for Acacia, Commonwealth and Woodcrest and to Astro Painting Company for Ladera Vista.

GC:LL:mm  
Attachments

## **AGREEMENT**

THIS AGREEMENT, dated the 12th day of June, 2008, in the County of Orange, State of California, is by and between Fullerton School District, (hereinafter referred to as "DISTRICT"), and **A.J. FISTES CORPORATION**, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as:  
**Exterior and Interior Painting of School buildings as described by  
Project Number: FSD-07-08-DM-02  
Acacia School (Exterior Only)  
Woodcrest School (Exterior Only)  
and Commonwealth School (Interior Only)**

according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is

preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of **One Hundred Twelve Thousand and Twenty Five Dollars (\$112,025)**.

4. The work shall be commenced on or before the eleventh (11th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within FIFTY FIVE (55) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$1,00.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work



completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

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

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries  
including accidental death, to any one  
person in an amount not less than \$ 1,000,000.00

and

Subject to the same limit for each  
person on account of one accident,  
in an amount not less than \$1,000,000.00

Property Damage Insurance  
in an amount not less than \$1,000,000.00

Course of Construction  
Insurance without exclusion  
or limitation in an  
amount not less than \$1,000,000.00

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT

CONTRACTOR

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

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

Gary Cardinale, Ed.D.  
Print Name

\_\_\_\_\_  
Print Name

Asst. Superintendent, Business Services  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

## **AGREEMENT**

THIS AGREEMENT, dated the 12<sup>th</sup> day of June, 2008, in the County of Orange, State of California, is by and between Fullerton School District, (hereinafter referred to as "DISTRICT"), and **ASTRO PAINTING COMPANY, INC.**, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as:  
**Interior Painting of School buildings as described by  
Project Number: FSD-07-08-DM-02  
LADERA VISTA JR. HIGH SCHOOL**

according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3)

working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of **Fifty Eight Thousand Dollars (\$58,000.00)**.

4. The work shall be commenced on or before the eleventh (11th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within FIFTY FIVE (55) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept

assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

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

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries  
including accidental death, to any one  
person in an amount not less than \$ 1,000,000.00

and

Subject to the same limit for each  
person on account of one accident,  
in an amount not less than \$1,000,000.00

Property Damage Insurance  
in an amount not less than \$1,000,000.00



Course of Construction  
Insurance without exclusion  
or limitation in an  
amount not less than \$1,000,000.00

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

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

Gary Cardinale, Ed.D.  
Print Name

Asst. Superintendent, Business Services  
Title

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Larry Lara, Director of Maintenance, Operations & Facility Services

**SUBJECT:** **RATIFY AWARD OF CONTRACT FOR PAVING REPAIRS AT VARIOUS SCHOOL SITES 2008, FSD-08-09-DM-01, TO BEN'S ASPHALT, INC. FOR NICOLAS, RAYMOND, VALENCIA PARK AND WOODCREST AND TO INTERNATIONAL PAVEMENT SOLUTIONS, INC. FOR FERN DRIVE, ORANGETHORPE, RICHMAN AND ROLLING HILLS**

Background: In accordance with the California Contract Code, advertisement for this project was published in a newspaper of general circulation in the District, and bids were opened on June 12, 2008. Five (5) contractors responded to the invitation to bid. The bid form for this project was structured to allow each of the eight sites, Fern Drive, Nicolas, Orangethorpe, Raymond, Richman, Rolling Hills, Valencia Park and Woodcrest to be awarded separately to the lowest responsive bidder(s).

Rationale: Paving repairs are a component of a comprehensive Deferred Maintenance Plan. Deferred Maintenance ensures major repairs of existing District facilities are addressed so that the educational process may continue in a safe manner conducive to student learning.

Funding: Deferred Maintenance Fund (14). Fern Drive (\$14,625), Nicolas (\$21,478), Orangethorpe (\$86,500), Raymond (\$26,964), Richman (\$14,900), Rolling Hills (\$22,800), Valencia Park (\$40,556) and Woodcrest (\$17,730). The total cost of these two contracts is \$245,553.

Recommendation: Ratify award of contract for Paving Repairs at Various School Sites 2008, FSD-08-09-DM-01, to Ben's Asphalt, Inc. for Nicolas, Raymond, Valencia Park and Woodcrest and to International Pavement Solutions, Inc. for Fern Drive, Orangethorpe, Richman and Rolling Hills.

GC:LL:mm  
Attachments

## AGREEMENT

**THIS AGREEMENT** is made this **18<sup>th</sup>** day of **June, 2008**, in the City of Fullerton, County of Orange, State of California, by and between **FULLERTON SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **BEN'S ASPHALT, INC.**, hereinafter called the "Contractor".

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as:

### Paving Repairs at Various School Sites 2008

<b>Bid "<u>B</u>"</b>	<b><u>(Nicolas)</u></b>
<b>Bid "<u>C</u>"</b>	<b><u>(Raymond)</u></b>
<b>Bid "<u>H</u>"</b>	<b><u>(Valencia Park)</u></b>
<b>Bid "<u>G</u>"</b>	<b><u>(Woodcrest)</u></b>

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

**1.02 Contract Time.** The Contractor shall commence performance of each Phase of the Work (as defined in the Contract Documents) on the date stated in the District's Notice to Proceed issued for each Phase of the Work; the Contractor shall achieve Substantial Completion of each Phase of the Work in accordance with the Supplemental Conditions and other Contract Documents.

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **One Hundred Six Thousand, Seven Hundred Twenty-Eight Dollars (\$106,728.00)**. The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

---

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following components:

- |  |                                     |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Labor and Material Payment Bond     |
| Instructions for Bidders               | Performance Bond                    |
| Bid Proposal Form                      | Certificate of Workers Compensation |
| Subcontractors List                    | Drug Free Workplace Certification   |
| Statement of Bidders Qualifications    | Fingerprint Certificates            |
| Bid Bond                               | General Conditions                  |
| Non-Collusion Affidavit                | Supplemental Conditions             |
| Agreement                              | Specifications                      |
|  | Drawings                            |
|  | Guarantee                           |

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**FULLERTON SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Dr. Gary Cardinale, Asst. Superintendent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

**END OF SECTION**

## AGREEMENT

**THIS AGREEMENT** is made this **18th** day of **June, 2008**, in the City of Fullerton, County of Orange, State of California, by and between **FULLERTON SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **INTERNATIONAL PAVEMENT SOLUTIONS, INC.**, hereinafter called the "Contractor".

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as:

### Paving Repairs at Various School Sites 2008

<b>Bid "A"</b>	<b><u>(Fern Drive)</u></b>
<b>Bid "F"</b>	<b><u>(Orangethorpe)</u></b>
<b>Bid "D"</b>	<b><u>(Richman)</u></b>
<b>Bid "E"</b>	<b><u>(Rolling Hills)</u></b>

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

**1.02 Contract Time.** The Contractor shall commence performance of each Phase of the Work (as defined in the Contract Documents) on the date stated in the District's Notice to Proceed issued for each Phase of the Work; the Contractor shall achieve Substantial Completion of each Phase of the Work in accordance with the Supplemental Conditions and other Contract Documents.

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **One Hundred Thirty-Eight Thousand, Eight Hundred and Twenty-Five Dollars (\$138,825.00)**. The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

---

The District's payment of the Contract Price shall be in accordance with the Contract

Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following components:

- |  |                                     |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Labor and Material Payment Bond     |
| Instructions for Bidders               | Performance Bond                    |
| Bid Proposal Form                      | Certificate of Workers Compensation |
| Subcontractors List                    | Drug Free Workplace Certification   |
| Statement of Bidders Qualifications    | Fingerprint Certificates            |
| Bid Bond                               | General Conditions                  |
| Non-Collusion Affidavit                | Supplemental Conditions             |
| Agreement                              | Specifications                      |
|  | Drawings                            |
|  | Guarantee                           |

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

**FULLERTON SCHOOL DISTRICT,**  
a California School District

\_\_\_\_\_  
(Contractor's License Number)

By: \_\_\_\_\_  
Dr. Gary Cardinale, Asst. Superintendent

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

**END OF SECTION**

CONSENT ITEM

**DATE:** June 24, 2008

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

**FROM:** Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE SUBMISSION TO THE CALIFORNIA DEPARTMENT OF EDUCATION (CDE) OF PART I OF THE CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS FOR THE 2008/2009 SCHOOL YEAR**

Background: The purpose of Part I of the Consolidated Application is for the Local Education Agency (LEA) to declare their intent to apply for specified categorical programs for the 2008/2009 school year. The Consolidated Application, Part I is aligned with the No Child Left Behind Act of 2001 and includes information related to state and federal program eligibility, intent to participate, and compliance assurances.

The application includes federal Title I (Improving the Academic Achievement of the Disadvantaged), Title II Part A (Teacher Quality), Title II Part D (Enhancing Education Through Technology), Title III (Language Instruction for Limited-English Proficient and Immigrant Students), Title IV Part B (Safe and Drug Free Schools and Communities), Title V (Innovative Program Strategies), and State Economic Impact Aid (EIA-Limited English Proficient), Peer Assistance and Review (PAR), School Safety and Violence Prevention, Tobacco Use and Prevention Education (TUPE), and Middle and High School Supplemental Counseling Program.

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

Rationale: Fullerton School District must submit the Consolidated Application Part I by June 30, 2008 in order to receive categorical funding.

Funding: Entitlements for these programs will be awarded in Part II of the Consolidated Application in the fall of 2008.

Recommendation: Approve submission to the California Department of Education (CDE) of Part I of the Consolidated Application for funding Categorical Aid Programs for the 2008/2009 school year.

LC:SA:lc



CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services  
**PREPARED BY:** Margy Price, Principal, Ladera Vista Junior High School  
**SUBJECT:** **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SCHOOL MANAGEMENT PROGRAM FOR LADERA VISTA JR. HIGH SCHOOL COMMENCING SEPTEMBER 1, 2008 AND TERMINATING JUNE 30, 2009**

Background: As part of Ladera Vista’s implementation of a Professional Learning Community, it is vital to reflect on areas that need improvement to assure student achievement. It is imperative to provide the Ladera Vista staff an avenue to share best practices. UCLA’s School Management Program trains teachers to conduct productive classroom “walk throughs” within their schools and coaches them to share best practices among colleagues. UCLA’s School Management Program has helped hundreds of schools across the country improve their performance. With the implementation of Late Start Wednesdays at Ladera Vista, this training will provide administrators and teachers the capacity to identify the issues we need to improve and the ability to use our collective leadership skills to change how we do things to increase student achievement. Building on the training and implementation of Professional Learning Communities, Ladera Vista has built a culture of trust and collaboration. It is essential the vision continues to grow by providing teachers with classroom walkthrough strategies.

Rationale: Ladera Vista staff will be meeting weekly on Late Start Wednesdays within our collaborative culture to strengthen our focus on student learning, assessments and results. To guarantee collaboration is centered on student needs and achievement, it is vital teachers know how to ask the right questions. Providing this training will ensure that teachers will have the capability to recognize student learning, ask important questions of each other, determine best strategies, and request appropriate staff development.

Funding: Cost not to exceed \$14,500.00. Funding will be provided through the one-time supplemental grant, approved by School Site Council on May 27, 2008.

Recommendation: Approve Consultant Agreement between Fullerton School District and the University of California, Los Angeles (ULCA) School Management Program for Ladera Vista Jr. High School commencing September 1, 2008 and terminating June 30, 2009.

LC:MP:nm  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and UCLA School Management Program 4223 MATH SCIENCE BUILDING, LOS ANGELES, CA. 90095-7168 310-825-2488, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:
  - **All staff training on "Classroom Walkthroughs"**
  - **Training of 10 teachers on "Classroom Walkthroughs" to become trainers of teachers.**
  - **Coaching of trained teachers to implement the "Classroom Walkthroughs."**

Services shall be provided by **UCLA School Management Program**

2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 19, 2008 and other dates to be determined prior to June 30, 2009.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fourteen Hundred and Fifty Dollars (\$14,500.00)**. This amount includes the following:

- **1/2 day training for the entire staff - \$1,000.00**
- **Two facilitators for planning and facilitation of Classroom Walkthroughs for 10 teachers over three days, including mileage, materials, staff support, prep. - \$10,500.00**
- **Four one half days (or two full days or a combination equating that) of coaching to support the implementation - \$3,000.00**

CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

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

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which

DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONSULTANT assumes the full responsibility for his/her own acts and/or omissions and the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT and/or CONSULTANT's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

**CONTRACTOR:**

**UCLA School Management Program**  
**Name Dan Chernov**  
**Address 4223 Math Science Bldg.**  
**Los Angeles, CA 90095**  
**Phone 310-825-2488**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 24th DAY of June 2008

**Fullerton School District**  
(Name of District)

**UCLA School Management Program**  
(Consultant Name)

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

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

Signature

Signature

**Mitch Hovey, Ed.D.**

\_\_\_\_\_

Typed Name

Typed Name

**Superintendent**

\_\_\_\_\_

Title

Title

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

CONSENT ITEM

**DATE:** June 24, 2008

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

**FROM:** Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

**PREPARED BY:** Sung Chi, Coordinator, Assessment and Accountability

**SUBJECT:** APPROVE TWO-YEAR LICENSING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS FOR GRADES 2-6 ENGLISH LANGUAGE ARTS BENCHMARK ASSESSMENTS FROM JULY 1, 2008 THROUGH JUNE 30, 2010

Background: Action Learning Systems offers high quality, standards-based Benchmark Assessments for grades two through six, aligned in content and rigor to STAR testing instruments.

Mandates through No Child Left Behind require that standards-aligned benchmark assessments be in place. The Reading/Language Arts Framework for California Public Schools recommends that students be tested for progress 3-4 times a year. Action Learning Systems provides assessments written and developed under the close scrutiny of professional item writers. These assessments have been proven to have a close correlation to CST results and therefore reflect a high degree of reliability. The 2008-2010 Agreement has been reviewed and approved by both Business Services and Risk Management.

Rationale: Benchmark assessments offer vital information to teachers as students work toward meeting academic proficiency. As teachers meet in their professional learning communities, detailed student performance data is used to identify students needing intervention and enrichment.

Funding: Yearly annual license fee for Action Learning System's grades 2-6 English Language Arts benchmark assessments is \$15,603.00 annually, a two-year total of \$31,206.00. This license fee includes three assessments in English Language Arts for approximately 7,430 second through sixth grade students at a cost of \$2.10 per student. Kindergarten, first, seventh and eighth grade students will be assessed using District-developed assessments in English Language Arts. The District Assessments budget (#508), unrestricted general funds, will be used for all expenses.

Recommendation: Approve two-year licensing agreement between Fullerton School District and Action Learning Systems for grades 2-6 English Language Arts Benchmark Assessments from July 1, 2008 through June 30, 2010.

LC:SC:dp  
Attachment



## BENCHMARK TESTING AND SUPPORT AGREEMENT

This Agreement is made by and between Action Learning Systems, Inc., (“Vendor”) and Fullerton School District (“District”).

### R E C I T A L S

WHEREAS, the vision of District is to develop and implement a testing program; and

WHEREAS, Public Contract Code section 20118.2 authorizes District to negotiate and enter into this agreement; and

WHEREAS, District is desirous of obtaining Vendor’s Benchmark Testing Program; and

WHEREAS, Vendor is the owner of the Benchmark Testing Program and is specially skilled, trained, experienced and competent to render services and advice concerning academic testing, and District requires and seeks these services and advice from Vendor.

NOW, THEREFORE, Vendor and District mutually agree as follows:

1. Terms of Agreement. Vendor agrees to abide by terms of Agreement as follows:
  - (a) In the event a District has chosen a single-year term, the term of this Agreement is one year and the test booklets shall be used by District for District year 2008/2009 only. A new contract between District and Vendor is required for (1) new test booklets, and related documents or (2) subsequent use of a previous year’s test booklets and related documents. District agrees to destroy all PDF files and booklets by the end of the 2008/2009 District year. (See Exhibits “B,” “D” and “E” hereto).
  - (b) In the event that a district has chosen a multi-year term, the term of this Agreement is 2 years. A new contract is not required for the duration of this contract. District agrees to destroy all PDF files and booklets at the completion of the multi-year contract. A new contract between District and Vendor is required for (1) new test booklets, and related documents or (2) subsequent use of a previous year’s test booklets and related documents once the multi-year contract has ended.
2. License of Benchmark Test Program. Upon full and complete payment by District, Vendor hereby licenses its Benchmark Testing Program, including testing data, PDF files, and all other materials used in the Benchmark Testing Program to District. District may and agrees use the Program for each of the locations listed on **Exhibit “A”** attached to this Agreement for District year that is in progress only. License and contract will automatically renew for each year agreed to in this contract, but may only be used for the year in progress and not during a future year.
3. Non-Exclusivity. The license granted to District hereunder is non-exclusive.

4. Independent Contractor. Vendor represents and warrants that it is experienced in its profession. In performing its obligations and services under this Agreement, Vendor is acting an independent contractor and is not acting as an agent or employee of District. Nothing contained in this Agreement shall be deemed, construed or represented by the District or Vendor by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District or Vendor.
5. Training Services. Vendor shall provide the following training services to District:
  - (a) Training. Upon written request and authorization by District, Vendor shall conduct training services to District at \$2,000 per day per ALS trainer. Training will teach District how to use and/or interpret the data produced by the Benchmark Testing Program.
  - (b) Ownership of Data. District shall retain ownership of all data created and developed under this Agreement, however, District shall provide access to Vendor to the District's data by either providing a copy to Vendor within thirty (30) days after the administration of each Benchmark Test or via Data Director.
6. Responsibilities.
  - (a) Responsibilities of District. Upon request by Vendor and pursuant to Exhibits "B," "D," and "E" hereto, District shall prepare and furnish to Vendor upon request such information reasonably requested by Vendor in order for Vendor to perform its work under this Agreement per Exhibit "B."
  - (b) Responsibilities of Vendor. Vendor shall perform work as agreed to herein and as set forth in Exhibit "B" hereto.
7. Fees and Payment. District shall pay license fees to Vendor in the amount set forth in the Purchase Order at least fifteen (15) days before the first scheduled Benchmark Test. Test dates are determined by the parties and shall be set forth in Exhibit "C" hereto and/or the Purchase Order. District understands and agrees that Vendor may commence work for District immediately after entering this Agreement and in the event of termination, District will owe Vendor for all work done prior to receipt of the notice of termination, which may be the entire amount due under this Agreement

Training services shall be invoiced to District separately and are due and payable within thirty (30) days of invoice date.

Late payment shall incur interest at two percent (2%) per month or the maximum amount allowed under the law.

8. Benchmark Program Support.
  - (a) Vendor shall provide maintenance and support to District for its use of the Benchmark Testing Program. Such maintenance and support provides coverage in the form of corrections to remove deficiencies in the testing, as reported to Vendor, and ongoing telephone and e-mail support for questions regarding customization or itemization.
  - (b) At a minimum, Vendor shall provide at no cost to the District, one yearly telephone conference with District to address future growth or modifications to the Benchmark Testing Program.



9. Mutual Hold Harmless. District agrees to defend, indemnify and hold harmless the Vendor, its officers, agents and employees from any and all losses, claims, actions, costs, and expenses, including reasonable attorney fees, arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, and damage to property sustained or claimed to have been sustained arising out of the acts, errors, omissions and/or negligence of District, or those of any of its officers, agents, employees but only in proportion to and to the extent such liability, loss or expense are caused by or arise from the negligent acts or omissions of District, or those of any of its officers, agents, employees.

Vendor agrees to defend, indemnify and hold harmless District, its Board, officers, agents and employees from any and all losses, claims, actions, costs, and expenses, including reasonable attorney fees, arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, and damage to property sustained or claimed to have been sustained arising out of the acts, errors, omissions and/or negligence of Vendor, its officers, agents and employees but only in proportion to and to the extent such liability, loss or expense are caused by or arise from the negligent acts or omissions of Vendor, or those of any of its officers, agents and employees.

10. Continued Performance During Dispute. In the event that a dispute arises between District and Vendor, Vendor expressly agrees to continue to perform its obligations under this Agreement during the pendency of the dispute. Each party agrees to the other that it shall diligently attempt to resolve any disputes which may arise.
11. Default. The failure of either party to comply with any term or condition or fulfillment of any obligation of this Agreement within 15 days after written notice, which specifies the nature of the failure with reasonable particularity, shall constitute a default. If the default is of such a nature that it cannot be completely remedied within the 15-day period, the “defaulting party” shall be deemed to have cured the default if it begins correction of the default or failure within the 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
12. Force Majeure. If either party is affected by force majeure it shall immediately notify the other party of the nature and extent thereof. Force majeure means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, fire, floods, acts of God, terrorism, national emergency, governmental acts or omissions, beyond the control of either party). Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If the force majeure in question prevails for a continuous period in excess of 30 calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements, including termination of this Agreement.
13. Termination. Both District and Vendor retain the right to terminate this Agreement for any reason prior to expiration of the term of the Agreement. Termination of this Agreement shall be effective by delivering written notice of election to terminate to the other party at least sixty (60) days prior to the termination date. The parties hereby agree that in the event of the termination of this Agreement, any and all funds due to Vendor by District shall be paid by District within ninety (90) days of the date of termination and any tests or other documents provided by Vendor to District, regardless of form (hard copy or PDF) shall be destroyed. District understands and agrees that Vendor generally commences work for District immediately after entering this Agreement and in the event of termination, District will owe for all work done prior to receipt of notice of termination, which may be the entire amount due under this Agreement. In the event of an early termination under a multi-year contract, District will be responsible for the difference in price due to multi-year discount for the year(s) not completed.

14. Proprietary Rights. District acknowledges that the Benchmark Testing Program, including software, source code, algorithms, or equations, licensed hereunder, and any designs, inventions, training techniques, ideas and documents provided by Vendor under this Agreement contain and or constitute valuable trade secrets, proprietary and confidential information and are the sole unrestricted proprietary rights of Vendor (“Confidential Information”). District agrees that it shall take whatever steps are necessary to secure Vendor’s Confidential Information and agrees that (1) it will not use any Confidential Information in any way not allowed by this Agreement, (2) it will not disclose this Confidential Information to anyone other than its own employees who require access, (3) it will maintain and protect the confidentiality of this Confidential Information, and (4) it will take all necessary and proper precautions to prevent any unauthorized use or disclosure of this Confidential Information, including making sure that its employees, teachers, and agents are aware of the confidentiality provisions set forth herein and that the tests shall not be reused. District further agrees that it will not decompile, disassemble or in any manner attempt to reverse engineer any part of the Benchmark Testing Program or permit others to do so. Notwithstanding the foregoing, District shall not be liable for use or disclosure of any such Confidential Information if the disclosed information:
- (a) is or becomes a part of the public knowledge or literature without breach of this Agreement by District;
  - (b) is known to District without restriction prior to receipt;
  - (c) is independently developed by District as demonstrated by written records;
  - (d) becomes known to District from a third party who had a lawful right to disclose it and without breach of any Agreement;
  - (e) is disclosed to a third party as allowed under this Agreement; or
  - (f) is required to be disclosed pursuant to any applicable legal requirement or legal process issued by any court or any competent governmental authority or rules or regulations of any relevant regulatory body, including, but not limited to, disclosure under the California Public Records Act.

District bears the burden of proof with respect to 14 (a), (b), (c), (d), (e), and (f) in the case of disclosure of information.

15. Confidentiality and Security of Student Data. Vendor shall protect the confidentiality of student data. Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access. Vendor represents and warrants that it is familiar the provisions of the Federal Education Privacy Rights Act (FERPA) and California Education Code sections 49073 through 49078, inclusive, and that Vendor will take all measures necessary using industry standards to protect data from any and all unauthorized access to student data and/or unauthorized release of student data. In the event that any unauthorized access or release of student data occurs, Vendor shall take whatever steps are necessary to immediately secure the student data, and advise the District immediately of such unauthorized access.
16. Confidentiality. All communications and information obtained from District relating to this Agreement are deemed confidential. The Agreement itself, however, is not confidential. Except as provided in this Agreement, without the prior written consent of an authorized representative of District, Vendor shall neither divulge to, nor discuss with, any third party either the data provided by District except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise,

Vendor shall inform District, in writing, of the nature and reasons for such disclosure. Vendor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent. Upon termination of the Agreement, Vendor shall return all confidential information received from the District within 30 days and shall destroy any and all backup copies of said confidential information.

17. Waiver. Any waiver of any of the provisions of this Agreement shall not be construed as a waiver of any other provision of this Agreement. Any waiver by either District or Vendor must be in writing signed by the waiving party. Delay or failure to exercise a remedy or right shall not be construed as a waiver of any of the provisions of this Agreement. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any later default.
18. Time is of the Essence. Time is of the essence of all terms, covenants and conditions of this Agreement and except as otherwise provided herein, all of the terms, covenants and conditions of this Agreement shall apply to, benefit and bind the successors and/or assigns of the respective parties, jointly and individually.
19. Assignment. Neither party shall sell or assign its rights under this Agreement without the prior written consent of the other party. Consent in one instance shall not prevent this provision from applying to a subsequent instance.
20. Attorney Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party.
21. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be (i) delivered by hand, or (ii) sent by registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or (iii) by United Parcel Service or Federal Express overnight delivery, to the addresses shown below or such other address which the parties may provide to one another in accordance herewith.

To District: Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833

To Vendor: David Marshall  
COO, CFO  
Action Learning Systems  
3940 Industrial Blvd., #100  
W. Sacramento, CA 95691

Either party shall have the right to change the place of giving notices to it by notice given as indicated above.

22. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23. Good Faith Negotiations and Independent Representation. The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement.
24. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.
25. Warranty. EVERYTHING PROVIDED UNDER THIS AGREEMENT (WHETHER PRODUCT, SERVICE, OR OTHERWISE) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR RESULTS FROM USING THE BENCHMARK TESTING PROGRAM.
26. Entire Agreement, Waivers and Amendments. This Agreement is fully integrated and incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations, oral or written, prior and contemporaneous agreements and understandings in connection with this Agreement. Any and all waivers of any provisions of this Agreement and any amendment or modification to this Agreement must be in writing and executed by both parties.
27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
28. Approval. The terms and conditions of this Agreement are expressly conditioned upon and subject to approval by District's Board of Education.
29. State Audit. Pursuant to and in accordance with the provisions of California Government Code Section 8546.7 or any amendments thereto, all books, records and files of District and Vendor shall be subject to the examination and audit of the State Auditor of the State of California, at the request of District of as part of any audit of District, for a period of three (3) years after final payment is made under the Agreement. Vendor shall preserve and cause to be preserved such books, records and files for the audit period.
30. Insurance. During the entire term of this Agreement, Vendor shall procure, pay for and keep in full force and effect commercial general liability insurance with respect to the services provided by or on behalf of, Vendor under this Agreement in the amount of no less than One Million Dollars (\$1,000,000) per occurrence. The policies of insurance shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required above are attached hereto. Vendor agrees that it shall not cancel or change the coverage provided by the policies of insurance described above without first giving the District's Assistant Superintendent of Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, Vendor agrees to immediately provide District true and correct copies of all new or revised certificates of insurance.

**IN WITNESS WHEREOF**, the District and Action Learning Systems, Inc., state and agree that they have each have read and understand the terms of this Agreement and agree to them fully and as a result hereby enter into this Agreement as of the date of execution.

DATED: June 24, 2008

ACTION LEARNING SYSTEMS, INC.



By: \_\_\_\_\_  
David Marshall, COO

DATED: June 24, 2008

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Representative of District

***EXHIBIT "A"***

**LOCATIONS OF DISTRICT WHERE LICENSE APPLIES**  
(Provide to ALS by date of first Benchmark Test)

1. All Schools in Fullerton School District.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

## **EXHIBIT “B”**

### Roles and Responsibilities

#### **VENDOR DUTIES:**

1. Vendor shall meet with District designated personnel and jointly agree on the dates each Benchmark Test will be given (Benchmark Blueprint) in the District for the District year. (See Exhibit “C”).
2. Vendor will customize items or develop new items as agreed.
3. Vendor will adequately review tests so that the Benchmark Tests meet the agreed upon standards as outlined in the Benchmark Blueprint.
4. Vendor will deliver Benchmark Tests to the Districts 5 days prior the agreed upon testing date, except that if District changes date to make the date earlier than initially agreed, Vendor may not be able to and does not agree to meet Districts new date, though it will use reasonable efforts to do so.
5. Vendor will provide support to District as requested during the testing window to resolve issues with tests, scan sheets, or instructions.
6. If District has not purchased Data Director, District is to deliver the testing results to Vendor as a PDF within 10 days of test administration.
7. Vendor shall support the District and site personnel in interpreting results of the testing.

#### **DISTRICT DUTIES AND RESPONSIBILITIES:**

1. On a mutually agreed timetable, District shall meet with ALS representative(s) to plan and agree upon a Benchmark Blueprint for the District year. (See Exhibit “C”)
2. Identify a District contact person at each site location to act as a liaison with Vendor in the case of questions or problems from either party.
3. Identify, fill out, and provide a copy of Exhibit “A” and “C” to Vendor as soon as possible, but not later than prior to the administration of the first Benchmark Test.
4. District will identify a District contact person at each site location to act as a liaison with Vendor in the case of questions or problems from either party.
5. If District makes a change upon the agreed upon Benchmark Blueprint timetable, District must notify Vendor via e-mail thirty (30) days prior to the new desired test date to allow for processing; otherwise, District agrees and understands that Vendor may not be able to deliver for the new test date.
6. District agrees to provide to each and every teacher, substitute teacher, or other employee or agent administering a Benchmark Test with the Notice of Confidentiality, or one which is substantially similar, set forth in Exhibit “D” to the Agreement at the time it delivers to that person the set of tests for that person’s classroom.

7. District agrees that if it receives the Benchmark Test Program via a PDF file(s), it will inform each and every each and every teacher, substitute teacher, or other employee or agent receiving such PDF file(s), that it is not to reuse the files unless a subsequent contract is entered between District and Vendor, and that doing so would violate the Agreement and cause damages to Vendor for which District will be responsible.
8. District agrees to take all actions to protect the confidentiality of the Benchmark Test Program documents, including, but not limited to keeping them in a safe protected location prior to administering the tests and answers and gathering them or destroying them after the test so as to protect their integrity.
9. Thirty (30) days after the administration of the last Benchmark Test, District agrees to sign and return to Vendor the Declaration Certifying Destruction of Benchmark Materials attached to the Agreement as Exhibit "E."



**EXHIBIT “C**

Scheduled Test Dates

(Provide to ALS by date of first Benchmark Test)

Scheduled Date of Test 1: \_\_\_\_\_, 2008

Scheduled Date of Test 2: \_\_\_\_\_, 2008

Scheduled Date of Test 3: \_\_\_\_\_, 2009

## **EXHIBIT “D”**

(Provide with each set of Benchmark Tests to each test administrator)

### Notice of Confidentiality

Dear Test Administrator:

This Notice of Confidentiality is to inform you that the Benchmark Test you are about to give constitutes copyrighted, proprietary, and legally protected property. It and all other Benchmark Testing Program Documents are subject to a confidentiality agreement between the District and Action Learning Systems. At this time, District has entered into a contract to use this test for the current school year **only**. In order to protect your District from legal liability, please do **not** keep any version of the test, whether it was given to you in hard copy or via a PDF file. You are prohibited from keeping or copying it and are currently on notice to give back all copies to the designated District head or to destroy them. As an employee, representative or agent of the District you may not give, sell, or otherwise provide any of the Benchmark Testing Program documents to any third party.

Abiding by the terms of the Agreement between District and Action Learning Systems by not keeping stray tests or answer sheets in any location allows accurate results and accurate interpretation of data; ultimately improving your District’s academics and helping your students. Both your District and Action Learning Systems seek to develop and implement an accurate testing program which can only be done by ensuring no test data is revealed prior to any test.

Thank you for graciously abiding by this Notice, protecting the confidentiality of the Agreement between the District and Action Learning Systems, and facilitating us to help give your students a better education.

Sincerely,

Your School District  
and  
Action Learning Systems

**EXHIBIT "E"**

(Provide to ALS 30 days after administration of final Benchmark Test)



**DECLARATION CERTIFYING DESTRUCTION OF BENCHMARK MATERIALS**

I, \_\_\_\_\_, [name] \_\_\_\_\_, [title] hereby declare to the best of my knowledge that in accordance with the terms and conditions of the Benchmark Agreement between \_\_\_\_\_ [name of district] and Action Learning Systems effective \_\_\_\_\_, 2009, that said district and each of its teachers, employees and agents, has destroyed, deleted, or returned all of the Action Learning System copyrighted testing materials items, Benchmark Tests, formative assessments, and answer keys, and that none of these materials, either in whole or in part, will be used by the individuals or the district in the future unless otherwise agreed to in writing by the District and Action Learning Systems.

In addition, the signing of this Certificate means that none of the above testing materials have been given, sold, or otherwise provided to any public entity, private entity, or to any third party.

I declare to the best of my knowledge that the foregoing is true and correct.

Executed this \_\_\_\_th day of \_\_\_\_\_, 2009, at \_\_\_\_\_, California.

\_\_\_\_\_  
District Representative

CONSENT ITEM

**DATE:** June 24, 2008

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

**FROM:** Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

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

**SUBJECT:** APPROVE SCIENCE KIT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SCIENCE WORKS CONSORTIUM COMMENCING JULY 1, 2008 AND TERMINATING JUNE 30, 2009

Background: Fullerton School District joined Science Works Consortium (a collaboration of the Huntington Beach City School District, Fountain Valley School District and the Westminster School District) to enhance and strengthen science instruction. The Consortium provides opportunities for the District to collaborate with these three districts to access professional development, science resources and curriculum. In addition, the Consortium refurbishes the hands-on science materials kits for the implementation of science lessons. This agreement continues the 2004/2005 contract approved by Parker and Covert legal firm and risk management (ASCIP).

Rationale: Fullerton School District joined the Science Works Consortium in an effort to be more cost effective in providing science kit refurbishment for science kits delivered to all K-6 classrooms three times a year. This science materials support center has the advantage of quantity purchasing discounts. The use of a system wide science materials center is one of the components of our District's strategic science plan, which is vital to sustain our inquiry-based science program.

Funding: Costs are expected not to exceed \$75.00 per classroom kit with some costs at \$150.00 per kit. Fullerton School District anticipates refurbishment of 1370 kits for all K-6 classrooms for three trimesters. The total will not exceed \$116,870.00 and will be paid from Beckman Science Grant Funds and science donations.

Recommendation: Approve Science Kit Agreement between the Fullerton School District and Science Works Consortium commencing July 1, 2008 and terminating June 30, 2009.

LC:BD:cw  
Attachment

## **SCIENCE KIT AGREEMENT**

THIS AGREEMENT is entered into this 1st day of July, 2008, between Huntington Beach City School District, Fountain Valley School District, Westminster School District, hereinafter referred to as "ScienceWorks Consortium," and FULLERTON SCHOOL DISTRICT hereinafter referred to as "District."

**WHEREAS**, the District and Consortium acknowledge a public obligation to contribute to science education for the benefit for students and to meet community needs.

**WHEREAS**, the District provides approved programs in science education, which require science education kits for students enrolled in these programs.

**WHEREAS**, the Consortium provides services for science kits suitable for the needs of the District programs in science.

**NOW, THEREFORE**, the District and Consortium do covenant and agree as follows:

### **PART I. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

#### **A. For the Program in General**

1. The District will provide Consortium with increases and/or decreases in teachers/classes and enrollment.
2. The District will provide Consortium with teacher names, school names grade levels and room numbers.
3. The District will provide Consortium with a kit rotation timeline and list of kits rotated.

### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE CONSORTIUM**

#### **A. For Curriculum**

- A. The Consortium will provide District with opportunity to collaborate and/or participate in the development of additional science curriculum projects, and will give the District the opportunity to use developed science curriculum projects.

**B. For Professional Development**

- A. The Consortium will provide District with schedules of professional development opportunities for STC, FOSS, and Insights kits.
- B. The Consortium will ensure multiple opportunities for professional development (STC, FOSS, and Insights kit training, science note booking, meeting science standards, content development, what to look for in good science lesson when observing in classroom, standards-based assessment.)

**C. For Leadership and Administration**

- A. The Consortium and District representatives will meet on an as needs basis prior to the monthly Beckman Coordinators meetings.

**PART III JOINT RESPONSIBILITIES AND PRIVILIGES**

- A. All notices and communication shall be in writing and shall be deemed given and served upon delivery if delivered personally or email, or three (3) days after mailing by first class mail, as follows:

ScienceWorks  
Huntington Beach City School District  
20451 Cramer Lane  
Huntington Beach, CA 92646  
Attention: Lynn Bogart, Assistant Superintendent

ScienceWorks  
Westminster School District  
14121 Cedarwood Avenue  
Westminster, CA 92683  
Attention: Linda Baxter, Assistant Superintendent

ScienceWorks  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attention: Rosemary Eadie, Assistant Superintendent

ScienceWorks  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attention: Susan Crandall, Science Coordinator

Fullerton Elementary School District  
1401 West Valencia Drive  
Fullerton, CA 92633  
Attention: Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services

- B. Consortium shall be compensated by District at the rates specified in Attachment A for refurbishment of the science kits. Refurbishment of the kits is defined as completing an inventory, cleaning the kit, and restocking all consumable items. Replacement of nonconsumable items will be completed and District will be invoiced. These rates are subject to adjustment each fiscal year commencing July 1, 2008 upon at least sixty (60) days written notice on or before each May 1 and may be reduced if **joint** funding/grant/donations are secured to reduce cost of refurbishment materials and material center overhead expenses.

Services provided by Consortium shall include:

1. Track used and unused kits by teacher and site and inform District in hard copy and electronically upon completion of each rotation.
2. Refurbish District FOSS, Insights, STC and Fullerton School District science kits according to agreed timeline.
3. Provide a list of missing inventory for Science TOSA to recover cost; otherwise District will pay for the missing items.
4. Reduce refurbishment fee by 20% if kits are unused by teachers.
5. Label Science Kits for delivery with teacher name, grade, school, and room number.
6. Provide District with trimester financial reports in hard copy and electronically.
7. Assist District with necessary counts and information for end-of-year Beckman Foundation Report.
8. Consortium shall invoice District for services immediately after each trimester's date of service, and be compensated within sixty (60) days thereafter.

#### **PART IV. PERIOD OF AGREEMENT**

- A. The term of this Agreement shall be for one (1) year, commencing July 2008 and ending June 30, 2009, unless sooner terminated as provided for in paragraph B below. This Agreement may be renewable at the option of the parties at the end of the one-year term of the Agreement.
- B. This Agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party.
  8. The Science Kits will at all times be the property of the District. Promptly upon termination of this AGREEMENT, the District will retrieve all District Science Kits and the Consortium will submit an invoice to the District for the services not previously paid as compensation prior to the date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement be executed as of the date first above written.

**For Fullerton School District**

By: Mitch Hovey, Ed.D  
Name

Supt., Fullerton School District  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For ScienceWorks Consortium**

By: Dr. Roberta DeLuca  
Name

Supt., Huntington Beach City School District  
Title

  
Signature

6/3/08  
Date

By: Marc Ecker, Ed.D.  
Name


Supt., Fountain Valley School District  
Title

  
Signature

6/2/08  
Date

By: Sharon Nordheim, Ed.D  
Name

Supt., Westminster School District  
Title

  
Signature

June 3, 2008  
Date

See attached Indemnification and Insurance Attachment B



**ATTACHMENT A**

<b><u>Kit</u></b>	<b><u>Refurbishment Fee Per Unit Not To Exceed*</u></b>
FOSS	\$150.00
Insights	\$150.00
STC	\$150.00
Fullerton District Science	\$ 75.00

**Projected Cost for Fullerton School District 2008-2009**

	National Kits	FDS Kits	Sub-Total
Number of Kits	170	1,200	1,370
Kit Refurbishment Cost	\$25,500	\$90,000	\$115,500
		<b>Total</b>	<b>\$116,870</b>

\*Projection is based on # of kits refurbished for Fullerton School District during 2007-2008.

## ATTACHMENT B

### INDEMNIFICATION AND INSURANCE

Vendor agrees to defend, indemnify and hold harmless the District, its Board, officers, agents, employees and volunteers from all claims including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities, omissions or negligence of Vendor, its subcontractors or those of any of its officers, agents or employees, whether authorized by this agreement or not. District assumes no responsibility for any property placed on the premises. Vendor further agrees to waive all rights of subrogation against the District. The preceding provisions do not apply to any damages or losses caused by the sole negligence or willful misconduct of the District or any of its officers, agents or employees.

Vendor covenants and agrees to acquire and maintain during the term of this Agreement policies of insurance as follows:

- General Liability: \$1,000,000 minimum limit per occurrence
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: Statutory Limits

Vendor shall provide to the District evidence of insurance by issuance of a Certificate of Insurance at least 10 days prior to the beginning of the term of the agreement.

The Fullerton School District, its Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Vendor's General Liability and Automobile Liability policies. Any insurance maintained by Vendor shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**SUBJECT:** APPROVE AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA FOR 2008-2009

Background: The District contracts with School Services of California for various financially related services. The services provided include:

- *Budget information and assistance*
- *Fiscal and Legislative Updates from Sacramento*
- *Assistance in interpreting mandated cost claims*

*Note: Additional services are available upon request.*

School Services of California (SSC) holds a number of workshops each year related to school district financials. Because the District has a contract with SSC, District staff receives discounts at these workshops.

The cost of membership for 2008/2009 is \$3,000.00, which is the same fee charged in 2007/2008. The \$3,000.00 includes access to twelve direct service hours from SSC. All hours in excess of twelve hours would be billed per the applicable hourly rate for the person(s) performing the services.

Rationale: School Services of California provides up-to-date financial information on a regular basis to school districts throughout the State. This information is critical to the development of the budget and planning financial strategies for the future.

Funding: The \$3,000 cost for SSC services is paid from the General Fund (01).

Recommendation: Approve agreement with School Services of California for 2008/2009.

GC:jw  
Attachment

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Mandate Information Services

This is an agreement between the **FULLERTON SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2008.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

**WHEREAS**, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
  - b. Providing the option to the Client of receiving information on Consultant's Internet website regarding major school finance and policy issues.
  - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.
  - d. Preliminary school district revenue limit worksheets for the Client's use in developing the annual budgets as quickly as possible following adoption of the major annual school finance legislation.
  - e. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.
2. Consultant agrees to perform such duties relating to the education reimbursable mandated program as set forth herein. Consultant shall:

- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
  - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
  - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
  - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
  - e. Provide one copy of each edition of the Mandate Report containing information on state-mandated reimbursement issues.
3. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, revenue limit calculations, special education calculations, analysis of specific client revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management studies; demographic or school facility studies; special education revenue maximization studies; direct collective bargaining or factfinding assistance; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
4. In consideration of the services described above, the Client agrees to pay to Consultant, for services rendered under this agreement:
- a. \$3,000 annually, plus expenses, or payable at \$250 per month, plus expenses, upon receipt of a billing from Consultant.
  - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 3 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular

telephone charges, FAX charges, postage, and duplication (other than for one copy of the above-mentioned publications).

5. This agreement shall be for the period of one year, beginning July 1, 2008, and terminating June 30, 2009. Either party hereto on 30 days' written notice may terminate it at any time prior to June 30, 2009. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of non-renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
  
6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as indicated below:

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

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

Fullerton School District

BY: 

DATE: May 15, 2008

GINA S. WILL, CFO  
School Services of California, Inc.

## ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. In addition, we now have the **Bargaining Hunter** database product available, which includes the **CADIE** and **SABRE** tables as well as additional reports and actual bargaining unit contract language. The following information describes the **CADIE** and **SABRE** reports and the form at the bottom of the page allows you to order the **CADIE** and **SABRE** or request additional information about our new product **Bargaining Hunter** along with your Fiscal Agreement.

The Comparative Analysis of **District Income and Expenditures** or **CADIE** is a comprehensive computer generated report comparing your district's revenues and expenses to those of forty other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using SACS and CBEDS data available from the California Department of Education.

The **CADIE** includes comparative graphic data showing expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified non-management and administrative personnel, as well as historical data.

The **Salary And Benefits REport** or **SABRE** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated non-management salary and benefits schedule with those of forty other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts as well as comparisons of entry level, average and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. **Bargaining Hunter**, which includes the **CADIE** and **SABRE** tables is a powerful tool when entering into district budget negotiations. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement.

Please check the appropriate items:

<input type="checkbox"/>	I'm interested in learning more about <b>BARGAINING HUNTER</b> ; please contact me.	<input type="checkbox"/>	Use same districts as last year
<input type="checkbox"/>	<b>CADIE Only</b> \$400*	<input type="checkbox"/>	Use districts of similar type & size
<input type="checkbox"/>	<b>SABRE Only</b> \$250*	<input type="checkbox"/>	Call me to discuss comparative group
<input type="checkbox"/>	<b>CADIE and SABRE</b> \$600*	<input type="checkbox"/>	

\*Cost for two computer runs using up to 20 comparative districts each

District Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Address (no P.O. Boxes Please): \_\_\_\_\_

Telephone w/ ext: \_\_\_\_\_ E-mail \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

By completing this Addendum and submitting with our contract, the above client agrees to pay for these reports upon receipt of the products and appropriate billing.

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**SUBJECT:** APPROVE RETAINER AGREEMENT FOR LEGAL SERVICES WITH MARGARET A. CHIDESTER & ASSOCIATES FOR 2008/2009

Background: The District has used the law firm of Margaret A. Chidester & Associates to act as legal counsel to the District as well as to the Personnel Commission for several years on a variety of legal issues. On September 11, 2007 the Board of Trustees renewed the contract with Chidester & Associates for the 2007/2008 fiscal year. At this time the administration is requesting Board approval to renew the contract with the firm for the 2008/2009 fiscal year.

All aspects of this contract would remain the same as the prior contract. The hourly rates for partners, attorneys and law clerks remain at:

Partners	\$220 per hour (\$215 in 06/07)
Other Attorneys	\$205 per hour (\$200 in 06/07)
Law Clerks	\$ 85 per hour

Rationale: Margaret Chidester and Associates will provide legal expertise on a variety of items ranging from special education issues to labor relations.

Funding: The cost for legal services would be paid from the General Fund (01) at the above-noted hourly rates.

Recommendation: Approve retainer agreement for legal services with Margaret A. Chidester & Associates for 2008/2009.

GC:jw  
Attachment



**RETAINER AGREEMENT  
BETWEEN FULLERTON SCHOOL DISTRICT  
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2008 by and between the FULLERTON SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

**W I T N E S S E T H**

WHEREAS, District desires to obtain from Attorneys certain legal or investigative services; and

WHEREAS, the governing board has determined that it is in the best interest of to appoint Attorneys to represent District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. District retains Attorneys for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including, but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property, and governance issues.

2. District shall not be required to pay in advance for any retained services. District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference.

3. Attorneys shall perform services at the rates set forth in Exhibit "A".

4. District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including charges that Attorneys directly incur such as filing fees, reproduction of documents, toll telephone charges, messenger and delivery services, legal research charges, travel expenses, mileage costs, and court reporting costs.

5. Attorneys shall present statements for services rendered during the preceding month. District shall pay upon presentation or within forty-five (45) days thereafter.

6. District acknowledges that Attorneys presently represent and in the future will represent other districts and education agencies that may, from time to time, have transactions with District. District consents to such continued and future representation without the need for any further consent from District, provided that Attorneys shall promptly notify District in writing of any direct conflict and of the District's options in such case.

7. District authorizes Attorneys to communicate with District and District's representative via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents. Although Attorneys will make reasonable efforts to label electronic communications as confidential and privileged,

District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. District agrees that if e-mail is intercepted or confidentiality is otherwise compromised, District will hold Attorneys harmless for any resulting injury. District agrees that it will not modify any document transmitted to District electronically by Attorneys, except as expressly authorized by Attorneys. Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

8. Attorneys serve under the terms of this Agreement at the pleasure of the Board. Board reserves the right to terminate Attorneys upon written notice to Attorneys.

9. Attorneys reserve the right in their discretion to terminate this Agreement at any time Attorneys deem necessary or advisable upon thirty (30) days written notice to District.

FULLERTON SCHOOL DISTRICT

Date: \_\_\_\_\_, 2008 BY: \_\_\_\_\_

LAW OFFICES OF MARGARET A.  
CHIDESTER & ASSOCIATES

Date: May 12, 2008 BY: \_\_\_\_\_

EXHIBIT "A"

SENIOR ATTORNEYS	\$220 per hour
OTHER ATTORNEYS	\$205 per hour
LAW CLERKS	\$85 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONES	actual charges

CONSENT ITEM

**DATE:** June 24, 2008  
**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 AN AGREEMENT WITH DEAN WEST & ASSOCIATES TO ADVISE AND ASSIST THE FULLERTON SCHOOL DISTRICT IN FISCAL SERVICES PROJECTS, EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009**

Background: Dean West & Associates have consultants with the necessary professional background to provide District management with recommendations to advise and assist staff with Business Services projects. These services would be used on an "as needed" basis at the maximum rate of \$150.00 per hour, plus expenses. The term of the agreement would be July 1, 2008 through June 30, 2009.

Rationale: To advise and assist the Fullerton School District in Business Services projects.

Funding: General Fund (01).

Recommendation: Approve an agreement with Dean West & Associates to advise and assist the Fullerton School District in Business Services projects, effective July 1, 2008 through June 30, 2009.

GC:SS:pp  
Attachment

# Consultant Agreement

This AGREEMENT is hereby entered into between the **Fullerton School District**, hereinafter referred to as "DISTRICT" and "**West Consulting**", hereinafter referred to as "CONSULTANT."

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by CONSULTANT:** Consultant to provide expertise and support in the areas of budget and accounting and other financial services as specified by the DISTRICT.

2. **Term.** CONSULTANT shall commence providing services under this AGREEMENT on **July 1, 2008** and will diligently perform as required and complete performance by **June 30, 2009**.

3. **Compensation.** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT and per attached fee schedule. DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.

4. **Expenses.** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: Travel to and from the CONSULTANT'S place of business and the DISTRICT or other designated meeting location(s) in connection with the execution of the services under this contract.

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A.

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.



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

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

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

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

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

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

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

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:

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

CONSULTANT:

**West Consulting  
P.O. Box 1822  
Walnut, CA 91788-1822**

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

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Los Angeles County, California.

This AGREEMENT is entered into this **Day of**

DISTRICT:

CONSULTANT:

By:

\_\_\_\_\_  
Signature

By:

\_\_\_\_\_  
Signature

Dr. Gary Cardinale

Dean West

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Superintendent

Owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Board Approval Date

20-3190488  
\_\_\_\_\_  
Social Security or Taxpayer Identification

FEE SCHEDULE:

The District shall pay the Consultant for actual services rendered, inclusive of travel time.

Services shall be billed on an hourly basis as shown below:

Owner/Consultant	\$150.00
Manager/Director	\$125.00
Senior Associate/Accountant	\$ 85.00
Associate/Technician	\$ 65.00
Clerical	\$ 45.00

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**SUBJECT:** APPROVE EXTENDING THE RETAINER AGREEMENT FOR LEGAL SERVICES WITH PARKER & COVERT, LLP, EFFECTIVE JULY 1, 2008

Background: The District has used the law firm of Parker & Covert for a variety of legal services for many years. On June 27, 2006, the Board of Trustees approved extending the firm's contract through June 30, 2008 as well as increasing fees. The contract language in that agreement (entered into on July 1, 2006) allows for an ongoing agreement, but includes a cancellation clause allowing for cancellation by either party with the appropriate written notice. *(A copy of the agreement is attached for Board information.)*

The fees remain at the following rates:

Partners	\$195 per hour
Sr. Associate Attorneys	\$185 per hour
Associate Attorneys	\$170 per hour
Law Clerks/Paralegals	\$115 per hour

Rationale: Staff has been satisfied with services of Parker & Covert and would like to continue utilizing the firm on an "as needed" basis for legal issues that may arise. It is anticipated services will continue to be needed by the District staff as legal issues arise.

Funding: General Fund (01) to be charged at the hourly rates listed above, with no prepaid retainer.

Recommendation: Approve extending the retainer agreement for legal services with Parker & Covert, LLP, effective July 1, 2008.

GC:jw  
Attachment





**EXHIBIT "A"**

PARTNERS	\$195.00 per hour
SENIOR ASSOCIATE ATTORNEYS	\$185.00 per hour
ASSOCIATE ATTORNEYS	\$170.00 per hour
LAW CLERKS/PARALEGALS	\$115.00 per hour

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CONSENT ITEM

**DATE:** June 24, 2008

**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 SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH SMARTETOOLS, LLC FOR USE OF INTEGRATED POSITION CONTROL AND HUMAN RESOURCES SOFTWARE, EFFECTIVE JULY 1, 2008**

Background: On December 9, 2003 the Board approved an independent contract with Smartetools, LLC to implement a position control system and custom program a Human Resources module.

District Fiscal and Personnel staffs have worked to standardize and combine department data into one combined database until the new system is confirmed to provide what is necessary for each department. Smartetools will make modifications and create reports as needed to meet those department needs.

An annual license fee of \$30,500 is required to continue use of this software. This agreement is for a one-year term, renewable annually for two additional years at the District's request.

The District will consider additional programming options that are available to expand the software to improve efficiency and expand access. One such option includes a bridge between the Human Resources and Payroll Departments (\$5,120) that can be initiated at any time and is not currently budgeted.

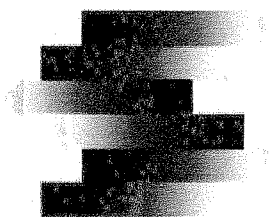
Rationale: The annual license for Smartetools is required for the District to be able to integrate Position Control and Human Resources software.

Funding: General Fund (01) \$30,500 annually.

Recommendation: Approve Software License and Maintenance Agreement with Smartetools, LLC for use of integrated Position Control and Human Resources software, effective July 1, 2008.

GC:SS:pp  
Attachment





# Smartetools

**Software License and  
Maintenance Agreement**

**For**

**SmarteHR**

## Software License and Maintenance Agreement

**THIS AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of July, 2008 ("Effective Date"), by and between Fullerton School District having its principal office located at 1401 W. Valencia Ave, Fullerton, California, 92833 ("**LICENSEE**") and Smartetools, LLC, a California Limited Liability Company having its principal office located at 19031 US Highway 18, Suite 220, Apple Valley, California, 92307 ("**LICENSOR**"). LICENSOR and LICENSEE shall sometimes be referred to collectively as "Parties" and individually as "Party".

**WHEREAS**, LICENSOR is the sole owner of the proprietary computer application program, SmarteHR, including but not limited to the source code, object code and documentation for this program, and has title to and all the rights of ownership in this program, including the right to grant a license;

**WHEREAS**, LICENSEE desires to obtain a license for the object code and documentation for SmarteHR;

**NOW, THEREFORE**, in consideration of the above Recitals, which are incorporated into the operative provisions of this Agreement by this reference, the mutual promises made herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

### **A. Definitions**

1. "SOFTWARE" means the SmarteHR application program, as set forth in the attached Schedule A which is incorporated herein as if fully set forth, or the object code of and documentation for this program, as determined by the context in which it is used.
2. "Unauthorized person(s)" means any person, entity or organization who has not executed a licensing agreement with LICENSOR for the use, installation and copying of the SOFTWARE. The LICENSEE's employees that have not executed a license agreement but are authorized by the LICENSEE to use the SOFTWARE are not "Unauthorized Persons" within the meaning of this License Agreement.
3. "Premises" means the physical premises of the **Fullerton School District**.
4. "Object code" means the code produced from compiling the source code of the SOFTWARE.

## **B. Ownership of the SOFTWARE**

1. The SOFTWARE and any copies of the SOFTWARE made by the LICENSEE are the intellectual property of and are owned by the LICENSOR. LICENSOR retains title to and ownership of the SOFTWARE regardless of the form or media in which or on which it may exist.
2. This Agreement confers no title to or ownership rights in the SOFTWARE to the LICENSEE and is not a sale of such title or rights.

## **C. License Grant and Limitations:**

LICENSOR grants to LICENSEE a non-assignable, indivisible, non-transferable, and non-exclusive right and license to use, install and have installed and copy the SOFTWARE, subject to the following restrictions:

1. LICENSEE may ONLY use, install or have the object code of the SOFTWARE installed on a server, network or computer physically located on its Premises, unless otherwise expressly authorized in writing by LICENSOR.
2. LICENSEE may ONLY store the object code of the SOFTWARE on a storage device physically located on its Premises, unless otherwise expressly authorized in writing by LICENSOR.
3. LICENSEE may ONLY keep copies of the documentation for the SOFTWARE on its Premises, unless otherwise expressly authorized in writing by LICENSOR.
4. LICENSEE may make ONLY the number of copies of the object code of the SOFTWARE and documentation for the SOFTWARE that it needs, provided this is done only on its Premises.
5. The rights granted to LICENSEE under this Section C shall be for the term of one (1) year ("Term") and, at LICENSEE's written election, such term shall be renewable annually for a period not to exceed three (3) years.
6. LICENSEE shall take adequate and reasonable precautions to preclude unauthorized persons from having access to the SOFTWARE and to exercise all due care and attention in the use of passwords associated with the use of the object code of the SOFTWARE. This includes, but is not limited to, compliance with accepted good practices in the use and maintenance of passwords, such as not disclosing them to unauthorized persons.

7. LICENSEE shall not modify, translate, adapt, reverse engineer, improve upon, add to or disassemble the SOFTWARE, create a derivative work based upon the SOFTWARE, attempt to construct the source code of the SOFTWARE, or disable any security measure in the object code of the SOFTWARE.
8. The object code of and documentation for the SOFTWARE is licensed as a single product and its component parts shall not be separated or removed for any reason.
9. LICENSEE shall not disclose the SOFTWARE to any unauthorized person without first obtaining the express written consent of the LICENSOR.
10. Upon three (3) working days written notice, LICENSEE shall allow LICENSOR reasonable access to its Premises so that LICENSOR may conduct a meaningful inspection of LICENSEE's servers where the SOFTWARE is stored or installed to determine if LICENSEE is in compliance with the terms of this Agreement. Such access shall also include enabling LICENSOR to access LICENSEE's servers via the Internet.
11. LICENSEE shall not rent, sub-license or transfer the SOFTWARE or any of LICENSEE's rights granted under this Agreement.
12. No other rights are granted under this Section by implication, estoppel or otherwise.

#### **D. Limited Warranties**

1. LICENSOR does not warrant that the SOFTWARE is error-free, will operate without limitation or compatible with all equipment and software configurations.
2. LICENSOR warrants that during the licensing period, the SOFTWARE will be in substantial accordance with the applicable general description. The extent of LICENSOR's liability under this warranty is limited to the correction or replacement of any defective item(s) at the LICENSEE's Premises at LICENSOR's own cost and expense, provided reasonable written notice of such defect is given to LICENSOR during the license term. Such corrections or replacements shall be made within fourteen (14) calendar days of LICENSOR's receipt of written notice. LICENSOR is not liable for any indirect, incidental, or consequential damages including, without limitations, loss of income, profit, use, data or information.
3. No oral or written information or advice given by the LICENSOR, its employees, or agents shall increase the scope of the warranties described in this Agreement.

or create any new warranties. All other implied or express warranties are disclaimed.

4. LICENSOR makes no other warranty of any kind whatsoever, either expressed or implied, as to SOFTWARE or any methods, processes, techniques, information, knowledge, know-how, trade processes or trade secrets communicated under this Agreement.
5. The warranty described in this Agreement shall not apply if:
  - i. An item is not used in accordance with the LICENSOR's written instructions.
  - ii. An item has been altered, modified or converted by LICENSEE without the written approval of LICENSOR.
  - iii. LICENSEE's hardware malfunctions or other causes within the control of LICENSEE result in an item becoming inoperative.

#### **E. Risk of Loss**

Upon receipt of the original object code of or documentation for the SOFTWARE, LICENSEE shall be solely responsible for safekeeping them and any copies of them that LICENSEE reproduces, as provided for under the terms of this Agreement. In addition, LICENSEE shall return to LICENSOR any misplaced, stolen or lost copies of the object code of the SOFTWARE that are subsequently found by, returned to or otherwise recovered by LICENSEE.

#### **F. Proprietary Information, Non-disclosure and Duplication**

LICENSEE understands and agrees that the SOFTWARE contains LICENSOR's confidential or trade secret information, and that disclosure of such information to unauthorized third parties will cause great harm to LICENSOR. LICENSEE, therefore, agrees to safeguard the SOFTWARE using due care. LICENSEE further agrees that it will not transmit or cause to be transmitted any of LICENSOR's other confidential or trade secret information to any third party outside of LICENSEE's organization, without the express written consent of LICENSOR. LICENSEE shall also take all reasonable precautions to prevent disclosure of LICENSOR's confidential or trade secret information by LICENSEE's employees or authorized agents. LICENSEE shall be liable for any damages to LICENSOR resulting from any unauthorized disclosure of its confidential or trade secret information, including reasonable court costs and attorney's fees incurred in enforcement of the LICENSOR's rights herein.

## **G. Indemnification**

1. LICENSOR shall indemnify and hold LICENSEE, its governing board, officers, agents and employees, harmless from any loss, damage or liability due to infringement of any United States copyright with respect to the use of the SOFTWARE and/or items delivered to LICENSEE under this Agreement, provided that: LICENSOR is promptly notified in writing of any suit or claim against LICENSEE and LICENSEE permits LICENSOR to defend, compromise or settle the same and control the defense of the lawsuit; no settlement of such suit or claim shall be made without LICENSOR's written approval; and LICENSEE cooperates fully with LICENSOR.
2. LICENSOR shall not have any obligation to indemnify LICENSEE for any infringement arising out of LICENSEE's use of the SOFTWARE in any combination, manner or fashion which was not authorized or for which the SOFTWARE was not designed.
3. LICENSOR shall not indemnify or hold harmless LICENSEE for any claims, losses or damages, including legal fees and expenses, due to sanctionable conduct by LICENSEE in any lawsuit for infringement of a U.S. copyright against LICENSEE ("Lawsuit"), disobedience by LICENSEE of court orders or the judgment in the Lawsuit, LICENSEE's breach of settlement terms for the Lawsuit, or LICENSEE's failure or refusal to cooperate with LICENSOR in defending the Lawsuit. LICENSOR shall give LICENSEE written notice of any such transgression by LICENSEE and shall give LICENSEE thirty (30) days to cure. But once such reasonable opportunity to cure has passed without a cure occurring, LICENSOR may terminate its obligations to defend and indemnify upon written notice to LICENSEE.
4. The Parties shall comply with all applicable local, State and Federal laws, rules or regulations relating to the subject matter of this Agreement.

## **H. Maintenance, Support and Enhancement Plan**

1. During the Term of this Agreement, LICENSOR shall provide to LICENSEE the following maintenance, support and other services:
  - i. All updates, enhancements, upgrades or releases of SOFTWARE and documentation for them developed during the Term of this Agreement;
  - ii. Reasonable access by telephone and/or Internet to LICENSOR's technical staff for consultation in the use and operation of the SOFTWARE.
2. LICENSEE agrees to furnish computer time to LICENSOR during and for the

installation, testing, and maintenance of the SOFTWARE. This will include but is not limited to on-site access and access via the Internet to LICENSEE's computers and computer network.

3. LICENSEE and LICENSOR agree that computer network security is an important concern for each of them. LICENSEE and LICENSOR agree to apply properly and diligently the protection mechanisms generally available for computer network protection.

## **I. License and Maintenance Fee**

1. LICENSEE agrees to pay to LICENSOR an annual license and maintenance fee of **Thirty Thousand and Five Hundred** dollars (\$30,500) plus applicable sales tax. The first annual payment shall be due and payable on the 1<sup>st</sup> day of August, 2008 and thereafter on the same date of each subsequent year for the Term of this Agreement as defined in **Section C, Item 5** of this Agreement.
2. LICENSOR may increase the amount of the annual license and maintenance fee to reflect changes in the market value of the SOFTWARE by giving LICENSEE thirty (30) days written notice of the increase, prior to the commencement of a new Term.

## **J. Termination of Agreement**

1. LICENSOR may terminate this Agreement:
  - i. Immediately, in the event of a breach of this Agreement by LICENSEE, by providing LICENSEE with written notice of the breach and termination; or
  - ii. With ninety (90) days written notice to the LICENSEE, in the absence of a breach of the Agreement by LICENSEE.
2. LICENSEE may terminate this Agreement:
  - i. Immediately, in the event of a breach of this Agreement by LICENSOR, by providing LICENSOR with written notice of the breach and termination; or
  - ii. With ninety (90) days written notice to the LICENSOR, in the absence of a breach of the Agreement by LICENSOR.
3. Upon termination or expiration of this Agreement, LICENSEE shall:
  - i. Immediately cease any and all use of the SOFTWARE and related materials;
  - ii. Immediately destroy any and all copies of the object code, source code and documentation for the SOFTWARE, regardless of how and where it is stored, in its possession, custody or control;
  - iii. Return to LICENSOR within twenty-four (24) hours the media on which

SOFTWARE was originally given to LICENSEE; and

4. Section F above shall survive the termination of this Agreement.

**K. Force Majeure**

LICENSOR shall not be liable to LICENSEE for any failure or delay caused by acts of God or events beyond the reasonable control of the LICENSOR including without limitation, war, sabotage, riot, civil disobedience, or accidents.

**L. Assignment**

LICENSOR shall have the right to assign this Agreement, in whole or in part, and/or to subcontract its performance obligations under this Agreement at any time and from time to time in its sole discretion by providing LICENSEE with at least ninety (90) days written notice of the assignment or subcontract. However, LICENSEE shall have the right to immediately terminate this Agreement in its sole discretion upon such assignment or subcontract and to receive a prorata reimbursement of the license fee.

**M. Severability**

Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of the Agreement shall continue in full force.

**N. Governing Law and Venue**

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California. Any dispute arising out of this Agreement shall be adjudicated exclusively in the State or Federal courts in Orange County, California and all parties consent to personal jurisdiction and venue therein.



**O. Notices**

Any notices required under this Agreement shall be given in writing and delivered personally or by telecopy (with transmission confirmed), registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing.

**P. Entire Agreement**

This Agreement supersedes all previous license and maintenance agreements for the SOFTWARE and constitutes the entire understanding between the parties hereto. This Agreement shall have no force and effect until executed by a duly authorized officer of LICENSEE and a duly authorized officer of LICENSOR, and any modifications or amendments to the Agreement must be in writing and executed by the parties hereto.

**IN WITNESS WHEREOF** the parties hereto, each by a duly authorized representative, have executed this Agreement as of the date first written above.

**Licensee**

Fullerton School District

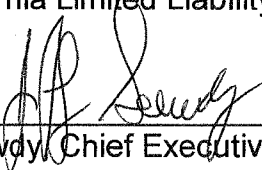
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Date

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Title

**Licensor**

Smartetools, LLC  
A California Limited Liability Company

  
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Jeff Gowdy, Chief Executive Officer

5-5-08  
Date

## **Schedule A - Definition of the SOFTWARE**

The SOFTWARE, as delivered to LICENSEE, consists of the following modules of the SmarteHR application program in object code. This attachment may be modified from time to time as necessary to include newly developed modules to be included as part of the SOFTWARE.

### **SmarteHR:**

1. Employee Management
2. Position Management
3. Employee Position Assignments
4. Salary Schedule Management
5. Work Calendar Management
6. Statutory Benefit Management
7. Extra Pay and Longevity Management
8. Salary Calculations
9. Salary and Benefit Budget Modeling
10. New Teacher Induction Tracking
11. Employee No Child Left Behind Qualification Tracking
12. Employee Health and Welfare Benefit Plan Tracking
13. Employee Credentials Management
14. Various Reports

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Kathleen Carroll, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENTS

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

Lisa Cavazos – Textbooks for classes taken through California State University, Fullerton. Child and Adolescent Study classes: CAS 310 and CAS 325A, Math 303A and Health Sciences 342. Total amount payable \$372.80.

Rachel Boecking – Textbooks for classes taken through California State University, Long Beach. Health Science 411, Kinesiology 476, Art 300 and Music 31. Total amount payable \$199.99.

Elsa Gomez – Class taken through Fullerton College. Philosophy 170. Total amount payable \$75.00.

Judith Quijada – Classes taken through California State University, Fullerton. Sociology courses: SOCI-351, SOCI-352, SOCI-353, SOCI-459 and Anthropology 304. Total amount payable \$500.00.

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Employees must request approval prior to program participation.

Acceptable proof of incurred costs and program completion are also required.

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

Recommendation: Approve classified tuition reimbursements.

MD:KC:ph

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Kathleen Carroll, Director, 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 June 5, 2008.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph  
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 6/5/08  
PRESENTED TO THE BOARD OF TRUSTEES: 6/24/08

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maria Carmen	Serna	Admin. Secretary	Add 1% technology stipend	07/01/07	51	8.00	521	M03/3
Samuel	Ricchio	Asst. Dir. Information Svcs.	Add 1% technology stipend	07/01/07	59	8.00		M16/2
Pallavi	Patel	Playground Sup.	Add work site - Fisler and Laguna Rd.	05/03/08	30	6.3/wk	100	B11/1
Jamie	Chapman	After School Site Lead	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B18/2
Joni	David	After School Site Lead	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B18/4
Nancy	Todd	After School Site Lead	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B18/5
Karen	Gonzalez	Instr. Asst./BB	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B14/4
Lydia	Rosas	Instr. Asst./BB	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B14/2
Danny	Benavides	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/3
Sara	Calderon	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/1
Evan	Chamberlain	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/2
Lauren	Dodd	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/2
Karen	Earle	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/4
Joseph	Enerson	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/3
Maira	Hull	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/1
Diana	Kang	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/2
Patricia	Morad	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/4
Ashley	Mosqueda	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/3
Adam	Ramos	Instr. Asst./Rec.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/1
Victoria	Hruby	Instr. Asst./Reg.	Employ Spring Camp NTE 30.0/wk	04/07/08	60	30.0/wk	85	B11/2
Carol	Wilson	Secretary	Extra summer work	06/27/08	55	8.00	401	B21/6
Laura	Lopez-Gonzalez	CELDT Asses. Asst.	Extra summer work (6/16 - 7/18/08)	06/16/08	22	5.00	507	B20/6
Laura	Lopez-Gonzalez	CELDT Asses. Asst.	Extra summer work (7/21 - 8/27/08)	07/21/08	22		507	B20/6
Kathleen	Urcis	Clerical Asst. II/sub	Hire substitute status	06/26/08	99		999	B19/1
Cherie	Ventura	Instr. Asst./BB/sub	Hire substitute status	06/12/08	60		329	B14/1
Diana	Kang	Instr. Asst./Rec.	Hire substitute status	06/12/08	60		999	B11/1
Joseph	Emmerling	Instr. Asst./Rec./sub	Hire substitute status	05/23/08	60		329	B11/1
Marlene	Sims	Instr. Asst./SE/sub	Hire substitute status	09/26/08	99		999	B14/6
Kimberly	Azizadah	Playground Sup./sub	Hire substitute status	05/06/08	13		100	B11/1
Kathleen	Urcis	Clerical Asst. II	Resignation	06/26/08	55	18.75/wk	355	B19/2
Cherie	Ventura	Instr. Asst./BB	Resignation	06/12/08	60	19.75/wk	329	B14/3
Joseph	Emmerling	Instr. Asst./Rec.	Resignation	05/23/08	60	18.0/wk	329	B11/2
Diana	Kang	Instr. Asst./Rec.	Resignation	06/12/08	60	19.5/wk	85	B11/2
Jessica	Nygren	Instr. Asst./Rec.	Resignation	05/16/08	60	18.75/wk	329	B11/3
Adam	Ramos	Instr. Asst./Rec.	Resignation	06/12/08	60	19.5/wk	85	B11/2
Marissa	Tacalo	Instr. Asst./Rec.	Resignation	06/12/08	60	17.5/wk	392	B11/1
Cristina	Torres	Instr. Asst./Rec.	Resignation	06/12/08	60	19.75/wk	259	B11/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 6/5/08  
PRESENTED TO THE BOARD OF TRUSTEES: 6/24/08

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Christie	Wittmayer	Instr. Asst./Rec.	Resignation	06/12/08	60	18.75/wk	329	B11/3
Sun Im	Kim	Instr. Asst./Reg.	Resignation	06/12/08	60	19.5/wk	85	B11/2
Stephanie	Schick	Instr. Asst./SE I	Resignation	06/06/08	29	3.30	121	B14/2
Mitaben	Vadecha	Food Serv. Asst. I	Resignation on probation	05/05/08	90	1.00	606	B08/1
Stefanie	Edsall	Instr. Asst./SE I	Resignation on probation	05/09/08	20	3.00	122	B14/1
Maria Terry	Gonzalez	Bus Driver	Route rebid	05/05/08	56	26.5/wk	565/566	B21/6
Debbie	Javelosa	Bus Driver	Route rebid	05/05/08	56	29.9/wk	566/565	B21/6
Claudia	Rock	Clerical Asst. I/sub	Separation - no longer available	06/24/08	99		999	B17/1
Cheryl	Rorick	Instr. Asst./Reg./sub	Separation - no longer available	05/06/08	99		999	B11/1
Katherine	Chen	Playground Sup./sub	Separation - no longer available	06/12/08	30		100	B11/1
Mary	Coleman	Playground Sup./sub	Separation - no longer available	06/12/08	10		100	B11/1
Ceferina	Tomczyk	Playground Sup./sub	Separation - no longer available	05/20/08	24		100	B11/1
Marlene	Sims	Instr. Asst./SE I	Service retirement	09/26/08	16	5.00	242/100	B14/6
Christine	Inks	Account Clerk II	Step raise	05/01/08	50	8.00	530	B24/4
Catherine	Brown	After School Site Lead	Step raise	05/01/08	60	20.0/wk	329	B18/5
David	Berdeja	Bus Driver	Step raise	05/01/08	56	26.5/wk	565	B21/2
Susanna	Vallejo	Bus Driver	Step raise	05/01/08	56	25.9/wk	566/565	B21/2
Olga	Villavicencio	Clerical Asst. II/BB	Step raise	05/01/08	25	6.00	259/085	B20/6
Robert	Gaddy	Computer Tech. I	Step raise	05/01/08	59	8.00	441	B30/4
Claudia	Benitez	Food Serv. Asst. I	Step raise	05/01/08	90	2.00	606	B08/4
Patricia	Borjon De Cruz	Food Serv. Asst. I	Step raise	05/01/08	90	2.00	606	B08/4
Maria	Cornejo	Food Serv. Asst. I	Step raise	05/01/08	90	1.00	606	B08/4
Blanca	Garcia	Food Serv. Asst. I	Step raise	05/01/08	90	2.00	606	B08/4
Maria	Moreira	Food Serv. Asst. I	Step raise	05/01/08	90	2.50	606	B08/4
Maria	Rosales	Food Serv. Asst. I	Step raise	05/01/08	90	2.00	606	B08/4
Jayantika	Sukhadia	Food Serv. Asst. I	Step raise	05/01/08	90	2.00	606	B08/4
Vanessa	De La Torre	Instr. Asst./BB	Step raise	05/01/08	60	19.75/wk	329	B14/2
Cynthia	Gonzalez	Instr. Asst./BB	Step raise	05/01/08	60	19.25/wk	329	B14/2
Eva	Hampton	Instr. Asst./BB	Step raise	05/01/08	60	19.75/wk	329	B14/2
Myrna	Villarreal	Instr. Asst./BB	Step raise	05/01/08	28	3.50	310	B14/4
Danny	Benavides	Instr. Asst./Rec.	Step raise	05/01/08	60	19.5/wk	85	B11/4
Quyen	Doan	Instr. Asst./Rec.	Step raise	05/01/08	60	18.5/wk	85	B11/2
Eric	Goossen	Instr. Asst./Rec.	Step raise	05/01/08	60	19.5/wk	85	B11/2
Ashley	Mosqueda	Instr. Asst./Rec.	Step raise	05/01/08	60	18.5/wk	85	B11/4
Patricia	Otto-Gaskill	Instr. Asst./Rec.	Step raise	05/01/08	26	12.4/wk	304	B11/3
Adam	Ramos	Instr. Asst./Rec.	Step raise	06/01/08	60	19.5/wk	85	B11/2
Cristina	Torres	Instr. Asst./Rec.	Step raise	06/01/08	60	19.75/wk	259	B11/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 6/5/08  
PRESENTED TO THE BOARD OF TRUSTEES: 6/24/08

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Guadalupe	Villescas Payan	Instr. Asst./Rec.	Step raise	05/01/08	60	19.75/wk	329	B11/2
Courtney	Banks	Instr. Asst./Reg.	Step raise	05/01/08	29	17.5/wk	318	B11/2
Mireya	Castillo	Instr. Asst./Reg.	Step raise	05/01/08	28	13.0/wk	212	B11/2
Christine	Martinez	Instr. Asst./Reg.	Step raise	05/01/08	28	13.0/wk	212	B11/2
Tracy	Moore	Instr. Asst./Reg.	Step raise	05/01/08	21	17.5/wk	318	B11/2
Gemma	Naco	Instr. Asst./Reg.	Step raise	05/01/08	28	13.0/wk	212	B11/2
Martha	Ramirez	Instr. Asst./Reg.	Step raise	05/01/08	21	17.5/wk	318	B11/2
René	Mora	Instr. Asst./SE I	Step raise	05/01/08	20	6.00	242	B14/3
Wilson	Rabor	Instr. Asst./SE I	Step raise	05/01/08	11	6.00	122	B14/2
Lucy	Samarripas	Instr. Asst./SE I	Step raise	05/01/08	28	6.00	242	B14/6
Stephanie	Schick	Instr. Asst./SE I	Step raise	05/01/08	29	3.30	121	B14/2
Megan	Cooley	Instr. Asst./SE II B	Step raise	05/01/08	26	6.00	122	B14/2
Rukhsana	Javed	Instr. Asst./SE II B	Step raise	05/01/08	26	3.50	122	B14/3
Sheila	Hawrylew	Instr. Asst./Tech.	Step raise	05/01/08	19	3.75	212	B14/2
Andrew	Salehi	Instr. Asst./Tech.	Step raise	05/01/08	30	8.00	304	B14/3
Sergio	Saucedo	Instr. Asst./Tech.	Step raise	05/01/08	24	3.75	212	B14/2
Gina	Matz	Painter	Step raise	05/01/08	51	8.00	533	B30/3
Linda	Jimenez-Martinez	Sup. Child Care Services	Step raise	05/01/08	25	8.00	275	M09/2
Maria	Wirtz	Instr. Asst./BB	Temporary additional hours	03/01/08	60	35.0/wk	310	B14/6
Danny	Benavides	Instr. Asst./Rec.	Temporary additional hours	05/09/08	11	17.5/wk	304	B11/4
Mary	Dardis	Instr. Asst./Reg.	Temporary additional hours	04/21/08	60	35.0/wk	310	B11/2
Ian	Serrano	Instr. Asst./BB	Temporary transfer to ASP Sunset Lane	05/07/08	60	19.75/wk	85	B14/1
Jaclyn	Benjamin	Instr. Asst./SE/sub	Termination	05/19/08	99		999	B14/1
Marjorie	Elliott	Instr. Asst./SE/sub	Termination	05/29/08	99		999	B14/1
Quyen	Doan	Instr. Asst./Rec.	Termination on probation	05/06/08	60	8.5/wk		B11/1
Truong	Nguyen	Instr. Asst./Rec.	Termination on probation	05/07/08	11	18.75/wk	304	B11/1
Danny	Benavides	Instr. Asst./Rec.	Transfer from ASP(Beech. to Pac. Dr.)	05/12/08	60	19.5/wk	329	B11/4
Vanessa	De La Torre	Instr. Asst./BB	Transfer from ASP(Pac.Dr. to Beech)	05/12/08	60	19.75/wk	85	B14/2
Joseph	Dilworrth	Instr. Asst./Reg.	Transfer from ASP(Pac.Dr. to Fisler)	05/14/08	60	19.5/wk	85	B11/1
Ryan	Victoria	Instr. Asst./Rec.	Transfer from ASP(Raymond to Acacia)	05/19/08	60	19.75/wk	85	B11/1
Maria	Wirtz	Instr. Asst./BB	Transfer from Pre-K(Common to Richman)	08/29/07	60	17.5/wk	310	B14/6
Alberta	Viramontes	Instr. Asst./SE	Unpaid leave of absence 4/21-4/30/08	04/21/08	22	3.00		B14/6
Alma	Navarro	Instr. Asst./Rec.	Unpaid leave of absence 5/2 - 6/12/08	01/06/04	60	10.0/wk		
Adao	Garcia	Custodian II	Working out of classification	05/08/08	29	8.00	542	B24/1
Sabrina	Suarez	Secretary	Working out of classification	06/02/08	51	8.00	510/250	B21/5
Rosalia	Martinez	Sup. Child Care Services	Working out of classification	05/05/08	60	8.00		M09/1



CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Larry Lara, Director of Maintenance, Operations and Facility Services

**SUBJECT:** **APPROVE CHANGE ORDER #1 FOR BEECHWOOD SCHOOL ADMINISTRATION/KITCHEN RENOVATION, FSD-07-08-CC-01 TO PCN3, INC.**

Background: On February 26, 2008, the Board of Trustees awarded the contract for Beechwood School Administration Addition and Media Center Reconfiguration, FSD-07-08-CC-01, to PCN3, Inc. The original contract scope of work has been increased by \$45,750.05.

Rationale: Unforeseen conditions such as unsuitable soil and utility locations that varied from as-built drawings along with site request changes which allow better site management.

Funding: Measure CC Fund (23). Change Order #1 is for the additive amount of \$45,750.05. The new total of this contract is \$833,750.05.

Recommendation: Approve Change Order #1 for Beechwood School Administration/Kitchen Renovation, FSD-07-08-CC-01 to PCN3, Inc.

GC:LL:mm  
Attachment

Fullerton School District

# Change Order

FORM 'M' (see General Conditions Article 9)

**Beechwood School - Administration / Kitchen Renovation**

Project No. FSD-07-08-CC-01

DSA No.: 04-108910

Architect: Ghataode Bannon Architects  
Project Manager: Fullerton School District  
Contractor: PCN 3, Inc.

Change Order No.: 1  
Date: 06/24/08  
CORs: 1 thru 13

## DESCRIPTION:

You are hereby instructed that the Contract is modified, as herein stated specifically set forth, but that in all other respects the Contract remains unaltered. Reference documents are shown in parenthesis.

- 1. Field Directive #1, COR #1** 0 days [Add] \$ 35,758.60 [Add]  
Description: Additional over-excavation, export of approximately 350 tons of native clayey soil, and import of approximately 350 tons of crushed aggregate base (Class II) and 3/4" gravel. Backfill was performed in 8" lifts to a 95% compaction per the geotech engineer's recommendations (MTGL daily reports 3/27/08 - 4/7/08) Work was performed on a time and material basis.  
Reason: Additional over-excavation and import of soil was required to backfill and achieve 95% compaction required in accordance with the contract documents. The existing conditions were of extremely wet clayey soil. The soil had to be removed and replaced with an adequate import soil per the geotech engineer's recommendations to a point suitable for backfilling.  
Requested By: District due to a "field condition".
- 2. Field Directive #2, COR #2** 0 days [Add] \$ 2,000.00 [Add]  
Description: Provide and install new 4' x 4' window with hollow metal frame in room 106 per the attached drawing.  
Reason: School request to improve functionality and staff work environment.  
Requested By: Inspector due to a "field condition".
- 3. Field Directive #3, COR #4** 0 days [Deduct] \$ (8,593.00) [Deduct]  
Description: Delete "straight" seat walls (Detail 8/A002) at school front courtyard (approximately 102 LF). Circular seat walls (Detail 8/A002) shall remain per contract.  
Reason: While digging for the seat wall footings, the contractor encountered shallow gas and water mains running aligned with the new footings. The field directive is required to avoid incurring the substantial expense of relocating existing utilities.  
Requested By: District due to a "field condition".

4. **Field Directive #4, COR #5** 0 days [Add] \$ 4,058.58 [Add]  
 Description: Provide (approx. 128 LF) of 4" x 6" concrete mow strip - no rebar - in accordance with the attached detail "B". Install in locations shown on Sheet L201 and per attached plan.  
 Reason: The mow strips were shown on the landscape drawings without a specific call out. The mow strips were not shown on the sitework drawings. The mow strips are needed for proper maintenance.  
 Requested By: District for maintenance purposes.
5. **Field Directive #5, COR #6** 0 days [Add] \$ 5,043.90 [Add]  
 Description: Provide (approx. 102 LF) of 12" wide seat wall (6" below grade, 12" above grade) per the attached plan and per detail "A".  
 Reason: While digging for the seat wall footings, the contractor encountered shallow gas and water mains running aligned with the deep seat wall footings. The footings for the newly designed seat walls are not as deep and will not interfere with the utilities. The design will remain conceptually the same.  
 Requested By: District due to a "field condition".
6. **Field Directive #6, COR #7** 0 days [Deduct] \$ (4,656.81) [Deduct]  
 Description: Delete 4" sand underlayment under concrete walks and seat walls. (Approx. 6,800sq. ft.).  
 Reason: While digging for the seat wall footings, the contractor encountered shallow gas and water mains running aligned with the deep seat wall footings. The footings for the newly designed seat walls are not as deep and will not interfere with the utilities. The design will remain conceptually the same.  
 Requested By: District.
7. **Field Directive #7, COR #8** 0 days [Add] \$ 1,830.00 [Add]  
 Description: Provide slurry mix at utility trench that runs parallel to the street curb per the attached plan. Provide 3-sack slurry mix, 3" above pipe with 3" sand shading. Provide approx. 60 LF of slurry per the attached plan.  
 Reason: While digging for the seat wall footings, the contractor encountered shallow gas and water mains running aligned with the deep seat wall footings. In order to proceed with the seat wall work, the design team recommended slurring the trench to protect the utility piping.  
 Requested By: District.

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- |                                      |                              |
|--------------------------------------|------------------------------|
| <b>8. Field Directive #8, COR #9</b> | 0 days [Add] \$ 738.99 [Add] |
|--------------------------------------|------------------------------|
- Description: Drill holes in existing footing. Epoxy additional rebar to the footing per the attached Correia Engineering directions. Work to be performed on a T&M basis.  
Reason: Additional reinforcing was required due to wet soil conditions present.  
Requested by: Architect
- |                                       |                                |
|---------------------------------------|--------------------------------|
| <b>9. Field Directive #9, COR #10</b> | 0 days [Add] \$ 1,888.53 [Add] |
|---------------------------------------|--------------------------------|
- Description: Reconstruct a new wood lintel and provide a new ledger for adequate roof framing attachments per responses to FRI 13R and RFI 29R. Work to be performed on a T&M basis.  
Reason: A new lintel is required due to a much larger "new" storefront opening within a masonry wall.  
Requested by: Architect
- |   |                              |
|---|------------------------------|
| <b>10. Field Directive #10, COR #11</b> | 0 days [Add] \$ 879.75 [Add] |
|---|------------------------------|
- Description: Provide reinforcement for new door opening within a new masonry wall in the Nutrition Services room (Bldg. E). The additional work is required by the DSA field engineer.  
Reason: The required reinforcement was not detailed on the drawings.  
Requested by: Division of the State Architect (DSA)
- |   |                                |
|---|--------------------------------|
| <b>11. Field Directive #11, COR #12</b> | 0 days [Add] \$ 1,976.51 [Add] |
|---|--------------------------------|
- Description: Install existing mailboxes per the attached sketch. Demolition of the existing wall cabinet will be required. Additional blocking and demolition of low voltage installations will be required.  
Reason: This change was requested by the school. The proposed location provides a more efficient work environment.  
Requested by: School
- |   |                                |
|---|--------------------------------|
| <b>12. Field Directive #12, COR #13</b> | 0 days [Add] \$ 1,625.00 [Add] |
|---|--------------------------------|
- Description: Reroute underground electrical conduit and wiring feeding several outlets in the Teacher's Lounge. The conduit and circuit was interrupted due to the wall demolition in the new Conference Room.  
Reason: This change was requested by the District to ensure circuit continuity.  
Requested by: District



Fullerton School District

**CHANGE ORDER NO: 1**

Date: 06/24/08

**Beechwood School - Administration / Kitchen Renovation**

DSA No.: 04-108910

Project No. FSD-07-08-CC-01

Page 5

**CONTRACT SUM SUMMARY:**

Original Contract Amount:	\$	788,000.00
Previously Authorized Change Orders:	\$	-
Previously Authorized Contract Amount:	\$	788,000.00
Amount of this Change Order:	\$	- \$ 45,750.05
Current Contract Amount:		<b>\$833,750.05</b>

**CONTRACT TIME SUMMARY:**

Original Contract Completion Date:	15-Aug-08
Previously Authorized Change in Duration:	0 days
Previously Authorized Completion Date:	15-Aug-08
Current Authorized Change in Duration:	0 days
Current Contract Completion Date:	15-Aug-08

In accordance with Article 9: All Change Orders shall be executed on the form provided by the District and shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived.

**PROJECT MANAGER:** Fullerton School District

**ARCHITECT:** Ghataode Bannon Architects

Recommended by \_\_\_\_\_  
Patricia Neely

Recommended by \_\_\_\_\_  
Sushila Ghataode, AIA

Date \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACTOR:**

**PROJECT INSPECTOR:** Team Inspection

Accepted by \_\_\_\_\_  
Contractor's Authorized Agent

Approved by \_\_\_\_\_  
Michael Agib, IOR

Date \_\_\_\_\_

Date \_\_\_\_\_

**DISTRICT:** Fullerton School District

Approved by \_\_\_\_\_  
Larry Lara

Date \_\_\_\_\_

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**SUBJECT:** **APPROVE SHARING THE COST OF LEGAL FEES FOR BERGMAN & DACEY TO DETERMINE THE LEGALITY OF ADDITIONAL CAPITAL FACILITIES FEES CHARGED TO SCHOOL DISTRICTS BY THE ORANGE COUNTY SANITATION DISTRICT**

Background: The Orange County Sanitation District has sent invoices to most Orange County school districts for capital facilities improvements. The Sanitation District has requested information on additional facilities that the District may have constructed for the purpose of assessing additional fees. Orange County school districts as a group have asked questions about whether these fees comply with legal requirements. The Government Code contains limitations on capital facilities fees and provides a requirement to negotiate with school districts. The Orange County Department of Education, in cooperation with all Orange County school districts, is spearheading an effort to determine the legal compliance of the ordinance adopted by the Sanitation District. The law firm of Bergman and Dacey has been retained to review the ordinance and determine its legality. The cost of this venture will be shared by all Orange County school districts. Fullerton School District's share of the fee will not exceed \$2,500.00.

Staff recommends that Fullerton School District contribute its proportionate share of \$2,500.00 (based on 2006/2007 annual ADA/FTE) to pay for the cost of an initial determination of the legality of fees charged to the District by the Orange County Sanitation District.

Rationale: The Orange County Sanitation District is in the process of levying fees against school districts for additional facilities. Fullerton School District, along with our colleagues in other districts in Orange County, is seeking to promote a joint effort to determine whether these fees are legal. Fullerton's share is cited above.

Funding: General Fund (01) for a not-to-exceed amount of \$2,500.00.

Recommendation: Approve sharing the cost of legal fees for Bergman & Dacey to determine the legality of capital facilities fees charged to Orange County school districts by the Orange County Sanitation District.

GC:jw

CONSENT ITEM

**DATE:** June 24, 2008  
**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 #1 TO CONTRACT #31929 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION FOR IMPLEMENTATION AND SOFTWARE SUPPORT OF THE SUNGARD BI-TECH FINANCIAL SYSTEM**

Background: The Orange County Department of Education (OCDE) operates the BiTech System for approximately thirty (30) school districts and community colleges within the County. Fullerton School District began using the BiTech 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 #1 is to renew the contract for the 2008/2009 fiscal year. All aspects of the contract remain the same as in 2007/2008, including the cost of \$71,746.

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 \$71,746 and will be paid from the General Fund (01), 0153050799-5810.

Recommendation: Approve Amendment #1 to Contract #31929 with the Orange County Department of Education for implementation and software support of the Sungard Bi-Tech Financial System.

GC:BS:jw  
Attachment



AMENDMENT #1  
FULLERTON SCHOOL DISTRICT  
SUNGARD BI-TECH SYSTEM  
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

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The AGREEMENT entered into July 1, 2007, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read:

DISTRICT agrees to pay SUPERINTENDENT the sum of Seventy-one thousand seven hundred forty-six dollars (\$71,746.00) for annual software support services for fiscal year 2008-2009. Annual software support service fees 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 charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT's actual costs to support SunGard Bi-Tech software. SUPERINTENDENT will provide DISTRICT written notice of the annual software service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

2008 - 2009 Annual Software Support Service Fees

Basic Financial/Budget	\$49,084.00
School Site Finance	\$ 7,814.00
Stores Inventory	\$ 7,814.00
Fixed Assets	<u>\$ 7,034.00</u>
TOTAL	\$71,746.00

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

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

4 FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

BY: \_\_\_\_\_  
Authorized Signature

7 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

8 TITLE: \_\_\_\_\_

TITLE: Coordinator

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

DATE: April 25, 2008

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CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Ron Mullins, Supervisor of Purchasing & Stores

**SUBJECT:** **AWARD BID NO. FSD-07-08-PO1, MUSICAL INSTRUMENTS, EQUIPMENT AND SUPPLIES TO THE LOWEST RESPONSIBLE/RESPONSIVE BIDDERS AS LISTED ON THE ATTACHED BID SUMMARY WORKSHEET ENTITLED, "SUMMARY AWARDS FOR BID NO. FSD-07-08-PO1"**

Background: The California Department of Education has allocated one-time funding to invest in visual and performing arts instructional programs as part of the Arts, Music, and Physical Education Block Grant. The Arts and Music funding can be used solely for equipment, supplies and professional development opportunities to support standards-aligned arts and music instruction.

In order to determine the most effective use of these one-time funds, a District-wide Teachers' Needs Assessment was conducted and an Arts and PE Block Grant Strategic Planning Committee convened. Based on the input from the Needs Assessment, it was the decision of the committee to allocate a portion of the funding directly to the school sites, and to use the rest of the Arts and Music funding to purchase enough musical instruments so that every child who would like to participate in the instrumental music program can do so. This decision was shared with the Curriculum Steering Committee. The instrumental music teachers worked together to determine the instruments that were needed, so that every student with the desire to learn how to play an instrument can participate in the program.

Public Contract Code Section 20111(a) requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000 (adjusted for inflation) to the lowest responsible bidder.

The bid was advertised in the Orange County Register, per Public Contract Code Section 20112, on April 22 and 29, 2008. In addition, the Purchasing Department requested bid proposals from twenty-three (23) musical instrument, equipment and supplies vendors. The bid opening took place on May 20, 2008 in the Fullerton School District Teachers' Center Conference Room. Eleven (11) bid proposals were received and reviewed by the Purchasing Department and members of the participating school sites (Beechwood, Fisler, Ladera Vista Junior High, Nicolas Junior High and Parks Junior High) band committee. Per the bid summary worksheet, awards will be made to various bidders by line item. For some of the specified line items, bidders have submitted an "or equal" (substitute) item. Suitability and valuation of the "equals" rests in the sole discretion of the DISTRICT. If the bid specified instruments are selected with no substitute items the total amount of the awarded bid will be \$350,000.00. However, this number could drop if acceptable instruments, equipment, or

supplies are found, by the band committee members, from the “or equal” substitute group. The goal is to have all musical instruments, equipment and supplies delivered by August 15, 2008, to the five participating schools.

Rationale: The Arts and Music funding can be used solely for equipment, supplies and professional development opportunities to support standards-aligned arts and music instruction.

Funding: The California Department of Education has allocated one-time funding to invest in visual and performing arts instructional programs as part of the Arts, Music, and Physical Education Block Grant.

Recommendation: Award Bid No. FSD-07-08-PO1, Musical Instruments, Equipment and Supplies to the lowest responsible/responsive bidders as listed on the attached bid summary worksheet entitled, “Summary Awards for Bid No. FSD 07-08-PO1.”

GC:RM:jw  
Attachment



Item No.	Manufacturer	Instrument/Equipment/Supply	Model / Specifications	Quantity	Unit Cost	Extended Cost
1	Anaheim Band	Alto Sax/ABI Alto	<b>AA500</b> - Eb Alto Saxophone tuned to A=440hz, Polished brass body and keys coated with epoxy lacquer, Goat-skin leather pads with metal tone-boosters, Range to high F#, Full ribbed post construction, Power forged keys with front F, Adjustable all-metal thumb hook, Removable bell (for service), Plastic case with Aluminum valance & flush latches, Supplied with mouthpiece, cap, ligature, cork grease, cleaning swab, 3-pack of Rico reeds, and neckstrap, Five (5) year warranty against defects in materials and workmanship	5		
2	Anaheim Band	Tenor Sax/ABI Tenor	<b>AT525</b> - Bb Tenor Saxophone tuned to A=440hz, Polished brass body and keys coated with epoxy lacquer, Goat-skin leather pads with metal tone-boosters, Range to high F#, Full ribbed post construction, Power forged keys with front F, Adjustable all-metal thumb hook, Removable bell (for service), Plastic case with Aluminum valance & flush latches, Supplied with mouthpiece, cap, ligature, cork grease, cleaning swab, 3-pack of Rico reeds, and neckstrap, Five (5) year warranty against defects in materials and workmanship	5		
3	Angel	14" Violas	<b>CA02C</b> -Handmade, solid carved Spruce top, flamed maple back and sides, ebony fingerboard & pegs, tailpiece with built-in fine tuners, hand-cut bridge and sound post. Hand varnished finish. Includes upgrade to Dominant brand viola strings. Shop adjusted & set up to play. Wooden bow with ebony frog and button and real horsehair. Includes shoulder pad and hard case.	6		
4	Angel	3/4 Size Violin	<b>CAD01</b> - Handmade with solid spruce top, flamed maple back and maple sides, ebony fingerboard and pegs, tailpiece w/ built in fine tuner, hand cut bridge and soundpost. Strings are upgraded to Super-Sensitive brand. Shop adjusted & set up to play. Wooden bow with ebony frog and button and real horse hair. Hard case and shoulder pad are included.	6		
5	Angel	1/2 Size Violin	<b>CAD01</b> - Handmade with solid spruce top, flamed maple back and maple sides, ebony fingerboard and pegs, tailpiece w/ built in fine tuner, hand cut bridge and soundpost. Strings are upgraded to Super-Sensitive brand. Shop adjusted & set up to play. Wooden bow with ebony frog and button and real horse hair. Hard case and shoulder pad are included.	24		
6	Angel	1/4 Size Violin	<b>CAD01</b> - Handmade with solid spruce top, flamed maple back and maple sides, ebony fingerboard and pegs, tailpiece w/ built in fine tuner, hand cut bridge and soundpost. Strings are upgraded to Super-Sensitive brand. Shop adjusted & set up to play. Wooden bow with ebony frog and button and real horse hair. Hard case and shoulder pad are included.	15		
<b>SUBTOTAL:</b>						

**REQUIRED DELIVERY DATES (RDD): All Musical Instruments, Equipment, and Supplies must be delivered after July 1, 2008, but before August 15, 2008**

Item No.	Manufacturer	Instrument/Equipment/Supply	Model / Specifications	Quantity	Unit Cost	Extended Cost
7	Barrington	Alto Saxophone	VCH-223LENMLC with case	8		
8	Barrington	Tenor Saxophone	VCH-233LENMLC with case	3		
9	Balter	Percussion Mallets	BDS1 - The pack includes 1-BB2 (Medium Yarn), 1-BB8 (Medium Rubber), 1-BB10 (PVC Xylo Mallet), 1-BB12 (Brass Bell Mallet), 1-T3 (General Timpani Mallet), and a MBMP (Mallet Pouch).	4		
10	Eastman	B-Flat Trumpet	ETR420 - Key: Bb, Bore:0.460", Bell: 4.75", Seamless, yellow brass, hand spun, plasma welded, Wire reinforced rim, Valves:Hand-lapped stainless steel pistons, Tuning Slides: Hand-fit nickel silver, double braced main tuning slide, 1st valve saddle, soldered 3rd valve ring, Water Keys: Lever, Finish: Baked epoxy clear lacquer finish, Mouthpiece: 7C with a case and valve oil	200		
11	Eastman	Flutes	EFL210 - Silver-plated nickel-silver body, head, and footjoint. Plateau keys, offset G key, C footprint and an ABS molded case	140		
12	Eastman	Tenor Trombone	ETB310 - Key: Bb, Bore:0.500", Bell: 8.0", Seamless, yellow brass, hand spun, plasma welded, Wire reinforced rim, Tuning Slides: Hand-fit brass inner slides and nickel-silver outer slides, Water Keys: Lever, Hand Slides: Nickel silver outside slide tubes, chrome plated nickel silver inside slides, Finish: Baked epoxy clear lacquer finish, Mouthpiece: 12C with a case and valve oil	66		
13	Fender	Standard Jazz Base Guitar	013-6200-(332) Brown Sunburst	2		
14	Fender	Bassman 150 Bass Amp Combo	23-45300010 (120V, 60Hz)	1		
15	Flextone	Line 6 Flextone III XL 150-Watt Stereo Amp.	99-010-1315	1		
16	Great Wall	1/4 Cello	CL1500 1/4 - spruce top, two piece flamed maple back, maple sides, ebony fingerboard and fittings, carbon fiber endpin. Shop adjusted for maximum playability: planing the fingerboard, adjusting the sound post, adjusting the bridge and new Chromcor strings. Includes wood bow with real horsehair and nylon bag	7		
17	Great Wall	1/2 Cello	CL1500 1/2 - spruce top, two piece flamed maple back, maple sides, ebony fingerboard and fittings, carbon fiber endpin. Shop adjusted for maximum playability: planing the fingerboard, adjusting the sound post, adjusting the bridge and new Chromcor strings. Includes wood bow with real horsehair and nylon bag	9		
<b>SUBTOTAL:</b>						

REQUIRED DELIVERY DATES (RDD): All Musical Instruments, Equipment, and Supplies must be delivered after July 1, 2008, but before August 15, 2008

Item No.	Manufacturer	Instrument/Equipment/Supply	Model / Specifications	Quantity	Unit Cost	Extended Cost
18	Great Wall	3/4 Cello	<b>CL1500 3/4</b> - spruce top, two piece flamed maple back, maple sides, ebony fingerboard and fittings, carbon fiber endpin. Shop adjusted for maximum playability: planing the fingerboard, adjusting the sound post, adjusting the bridge and new Chromcor strings. Includes wood bow with real horsehair and nylon bag	3		
19	Hercules	Folding Stands	<b>BS100B</b> - Reinforced Desk Lip, Frictioning EZ Angle Rolier, Instant EZ Glide, Durable rectangular tubing leg construction	50		
20	Jupiter	Clarinet-Carnegy Line	<b>CC-60</b> - ABS Resin Body With Matte Finish, Forged Nickel Silver Keys Nickel Silver Bell Ring, 0.583" Bore, Undercut Tone Holes, Adjustable Thumb Rest, Neck Strap, and ABS Molded Case (KC-33CAC)	100		
21	Jupiter	Tuba	<b>378L</b> - • 3/4 Size • Lacquered Brass Body • 3 Piston Valves • .561" Bore • 14.4" Bell • ABS Resin Case (KC-82A)	1		
22	Jupiter	Baritone Sax	<b>593-GL</b> • Eb Baritone • Gold-Lacquered Body And Keys • Low A • Front F • Tilting G# - Bb Table Keys • Metal Tone Boosters • Wood-Frame Case (KC-73W)	2		
23	Jupiter	Baritone Horn	<b>466L</b> • Bb Convertible Euphonium • .570" Bore • 11" Bell • Lacquered Brass Body • 3 Stainless Steel Pistons • Left Shoulder Model • Upright Convertible • ABS Molded Case (KC-92A) • Weighs 8.1 lbs	2		
24	Ludwig	Student Percussion Bell Kits	<b>M652B</b> - 2 1/2-octave, f-c aluminum bells, combo pad, stand, music stand, sticks and mallets	10		
25	Marshall	Bass AMP 30 Watt	<b>MB30</b>	2		
<b>SUBTOTAL:</b>						

**REQUIRED DELIVERY DATES (RDD): All Musical Instruments, Equipment, and Supplies must be delivered after July 1, 2008, but before August 15, 2008**



Item No.	Manufacturer	Instrument/Equipment/Supply	Model / Specifications	Quantity	Unit Cost	Extended Cost
26	Monster	18 inch - straight 1/4" plugs	<b>M BASS - 1.5</b>			
27	Musicians Gear	Pro 61 Key Stand and Cover Package	<b>Pro 61</b> - Includes a 61-key Pro Keyboard Bag, a Deluxe Keyboard X Stand and a 61 and 76 Key Stretchy Keyboard Cover. Color: Black&Grey	2		
28	Pearl	Concert Series Bass Drums w/stand	<b>32 x 16 CBSC8C</b> - includes bass drum, stand, and heads	1		
29	Pearl	Snare Kits	<b>PEA-SK-800</b> - 14"x5" Steel Shell Snare Drum Heavy Duty basket style Snare Stand "Gladstone" style practice pad Square nylon backpack carry case Snare (Vic Firth) Drum Sticks	13		
30	Pearl	Forum Series Five (5) Piece Drum Set	<b>FZ725/X</b> - 22" bass drum, 12"-13" tom toms, 16" floor tom, 14"x5.5" snare, includes cymbals, throne, drumsticks, and a set-up video. Hardware included: S-70W snare stand, B-70W boom stand, , and H-72W hi-hat stand featuring double braced legs, P-120P pedal with chain drive. Drum Color: Black with Chrome hardware	1		
31	Roland	Juno D 61 Key Pro Keyboard	<b>Juno-D</b> - 61-note synthesizer with 64-voice polyphony, 640 top-quality patches, 20 rhythm sets, Mac/PC software included	1		
32	Roland or Platform	Keyboard Stand	<b>KS-7150 or equal</b> - height and width adjustable, welded and bolted construction, telescoping platform	1		
33	Roland	Keyboard Amplifier	<b>KC-60</b> - Compact, affordable keyboard amplifier with legendary KC sound, 40-watt output power with 10" speaker and independent tweeter, Subwoofer output for low-end boost (compatible with most subwoofers), 3-channel design includes 1/4" Line input and XLR Microphone input, Stereo auxiliary input (RCA type) for connecting CD or MD players, Rotary controls for adjusting channel and headphone levels, plus Low and High EQ	2		
34	Selmer	B-Flat Bass Clarinet	<b>1430P</b> - .932" bore, high-impact plastic body with brushed wood grain finish, recurved neck, straight tone holes, 18 keys ? 7 covered finger holes ? range to low Eb, nickel-plated keys-bell-mouthpipe, floor peg, G.M. Bundy hard rubber mouthpiece, wood shell case.	5		
35	Shen	1/2 Size Bass Violin with soft case and bow	<b>SB80</b> - laminated maple top, back and ribs, ebony fingerboard, standard individual plate tuning machines. Shop adjusted for maximum playability, including; planing the fingerboard, adjusting the soundpost, adjusting the bridge and new Helicore strings. French style wood bow, with real horsehair and padded bag	1		
36	Shen	1/4 Size Bass Violin with soft case and bow	<b>SB80</b> - laminated maple top, back and ribs, ebony fingerboard, standard individual plate tuning machines. Shop adjusted for maximum playability, including; planing the fingerboard, adjusting the soundpost, adjusting the bridge and new Helicore strings. French style wood bow, with real horsehair and padded bag	6		
<b>SUBTOTAL:</b>						

**REQUIRED DELIVERY DATES (RDD): All Musical Instruments, Equipment, and Supplies must be delivered after July 1, 2008, but before August 15, 2008**

Item No.	Manufacturer	Instrument/Equipment/Supply	Model / Specifications	Quantity	Unit Cost	Extended Cost
37	Tama	Hi Hat Cymbal Stand	HH905 Iron Cobra Lever Guide	1		
38	Tama	Tama Tama RoadPro Snare Stand	HS70WN - fits 12" to 15" diameter snare drums	4		
39	Toca/Kaman	Kaman Triangle with Beater - 8"	CBP 410B - chrome plated	5		
40	Toca	Ratchet-Wood with Steel Crank	T-2520 (Chrome Plated)	4		
41	Tristar	B-Flat Euphonium (Silvered)	TR 12 - 3 Valve Bb (Silvered), Length:24", Bell Diameter: 10", soft padded case, and mouthpiece	5		
42	MTS Products	Bell Front Euphonium Case	1200V	5		
43	Vic Firth	EPI Educational Pack	EP1 - includes a Vic Firth stick bag, a pair of SD1 American Custom concert snare drum sticks, M5 soft Vibraphone/Marimba Mallets and M14 soft Xylophone & Bell Mallets	6		
44	Vic Firth	Concert Bass Drum Mallets	BD1 - Head Size = 3 1/4", L = 17"	5		
45	Yamaha	4200 Series Concert Timpani Sets Concert Drums	YTP-4204ACL - all standard specifications , sizes: 23, 26, 29, and 32 drums with long drop covers	2		
46	Yamaha	Steel Snare Drums Concert Series	CSS-1455 - 14" x 5 1/2", Shell-1.2mm steel; 45-degree edge; regular snare bed, Rim-1.6mm steel triple-flange, Locking lug nut, Strainer System-extra-smooth type; vertical adjustment on release and butt side, Snare-hard, high-carbon steel; 20-strand, Black powder coating on exterior and interior finish, includes: Head-Batter-coated Ambassador; snare-clear Ambassador, and DK-10 drum key	4		
47	Yamaha	Bass Clarinet with case	YCL-221 - including all Yamaha standard specifications and YAC CLC-221 compact ABS case, YAC 1276 4C plastic mouthpiece, YAC 1604A Nickel-plated ligature, YAC 1644B plastic mouthpiece cap, YAC 1007P cork grease; container, YAC 1416P neck strap, YAC 1098P polishing cloth, YAC 1051P cleaning cloth	2		
48	Yamaha	Tenor Saxophone with case	YTS-23 - including all Yamaha standard specifications , YAC 1230-plastic mouthpiece (4C), YAC 1611-clear lacquer ligature, YAC 1650-plastic mouthpiece cap, YAC 1010P-cork grease; square box, YAC 1415P-neck strap, and TSC-23 wood case	4		
<b>SUBTOTAL:</b>						

**REQUIRED DELIVERY DATES (RDD): All Musical Instruments, Equipment, and Supplies must be delivered after July 1, 2008, but before August 15, 2008**

Item No.	Manufacturer	Instrument/Equipment/Supply	Model / Specifications	Quantity	Unit Cost	Extended Cost
49	Yamaha	Alto Saxophone with case	<b>YAS-23</b> - including all Yamaha standard specifications , YAC 1286-plastic mouthpiece (4C), YAC 1607-clear lacquer ligature, YAC 1645-plastic mouthpiece cap, YAC 1010P-cork grease; tube, YAC 1415P-neck strap, and YACASC-23 wood case	23		
50	Yamaha	Student Clarinet with case	<b>YCL-250</b> - including all Yamaha standard specifications and YAC CLC-25BL ABS plastic case, YAC 1266-plastic (4C) medium-closed mouthpiece, YAC 1601-Nickel-plated ligature, YAC 1640-plastic mouthpiece cap, YAC 1010P-cork grease; tube, YAC 1050P-swab for plastic clarinets	125		
51	Yamaha	Standard Silver Flute with case	<b>YFL-221</b> - including all Yamaha standard specifications and YAC 1310-plastic case with handle, YAC 1661P-cleaning rod	62		
52	Yamaha	Standard Cornets with case	<b>YCR-2310II</b> - including all Yamaha standard specifications and YAC CRL11C4-7C-cornet mouthpiece; standard design with a clear bite and moderate rim shape for beginners, YAC CRC-42-wood cornet case; fits YCR-2310, YAC 1000P-valve oil	18		
53	Yamaha	Standard Tuba, 3/4 size with case	<b>YBB-105WC</b> - including all Yamaha standard specifications and YAC BB67C4-tuba mouthpiece; all-around model for beginners and experts on Bb tuba, YAC 1000P-valve oil	2		
54	Yamaha	Intermediate E <sup>b</sup> Baritone Saxophone with case	<b>YBS-52</b> - including all Yamaha standard specifications , YAC 1295-5C plastic mouthpiece, YAC 1415P-saxophone neckstrap, YAC 1618-clear lacquer ligature, YAC 1657-plastic mouthpiece cap, YAC 1007P-cork grease; round box, and YACBSC-41 II, wood case	1		
55	Yamaha	Standard F Single Horn with case	<b>YHR-314II</b> - including all Yamaha standard single specifications and YAC HRC-35-plastic French horn case, YAC HR30C4-horn mouthpiece; flat rim, thin U-shaped cup, YAC 1002P-rotor oil	2		
56	Yamaha	Standard ABS Resin Oboe	<b>YOB-241</b> - including all Yamaha standard specifications and 200 Series Case	2		
57	Yamaha	Drum Set/Yamaha Stage Custom Nuveaux	<b>SCN2F557</b> - 22"x17" bass drum, 10"x8" and 12"x9" toms, 16"x16" floor tom, 5-1/2"x14" wood snare. Eight (8) ply birch (outer ply), Philippine mahogany, and falkata shell, YESS tom mounts on all toms, Air Seal System shells, 1.6mm triple flange steel hoops, Nouveau lug design, matching wood brass hoops, sturdy hexagonal bass spurs. Set to include: 2 - CS745 cymbal holders, HS740 hi-hat stand, SS740 snare stand, FP7210 or equal bass pedal, TH945A tom holder, Color: Blue Sparkle Fade	1		
58	Yamaha	Single Braced Cymbal Stand with Boom	<b>CS-745</b> - Medium weight, offset tilter, single-braced	2		
59	Zildjian	Cymbal Set 4 Pack	<b>A Zildjian</b> - features 14" New Beat Hi Hats, 16" Medium Thin Crash, 20" Medium Ride plus a 14" fast crash. Includes a Zildjian padded cymbal gig bag.	1		
				<b>SUBTOTAL:</b>		
<b>TOTAL COSTS FOR ALL INSTRUMENTS, EQUIPMENT, AND SUPPLIES - BID NO. FSD-07-08-P01:</b>						

**REQUIRED DELIVERY DATES (RDD): All Musical Instruments, Equipment, and Supplies must be delivered after July 1, 2008, but before August 15, 2008**

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Mike Brito, Workers' Compensation Coordinator  
**SUBJECT:** **APPROVE CONTRACT WITH REPUBLIC INDEMNITY COMPANY OF AMERICA TO PROVIDE WORKERS' COMPENSATION EXCESS INSURANCE COVERAGE AT A COST NOT TO EXCEED \$51,000.00 FOR 2008/2009**

Background: The current excess workers' compensation insurance policy ends on June 30, 2008. The District is self-insured and for 2007/2008 purchased excess coverage for claims exceeding \$1,000,000.00. Staff recommends purchasing excess coverage with a deductible of \$1,000,000.00 combined with a \$200,000.00 cash flow protection cap per claim at a total cost of \$51,000.00 for 2008/2009.

Rationale: Excess Workers' Compensation Insurance protects the District in the event of a serious injury to an employee in amounts over the self-insured maximum amount.

Funding: Workers' Compensation Fund (68).

Recommendation: Approve Contract with Republic Indemnity Company of America to provide Workers' Compensation excess insurance coverage at a cost not to exceed \$51,000.00 for 2008/2009.

GC:MB:lc

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT WITH JOEL J. GREAD ASSOCIATES, INC., TO PROVIDE TECHNICAL SUPPORT FOR THE IMPLEMENTATION OF A NEW AUDIO AND VIDEO SYSTEM IN THE MAPLE ELEMENTARY MULTIPURPOSE ROOM**

Background: Joel J. Gread Associates, Inc. provided excellent technical support for the implementation of audio and video systems in seventeen (17) school site multipurpose rooms and the new gymnasium/performance center at Ladera Vista Junior High. Maple Elementary School is undergoing multiple projects in their Multipurpose building including a new audio and video system. The contractor's tasks will include production support, installation support, system test and adjustment support, change order review, punch list, as-built documentation, and contract close out. The contractor will be paid a not to exceed twenty (20) hours at a rate of \$100 per hour, for a maximum total of \$2,000 for all services rendered. All necessary services will be completed by September 30, 2008. Work on the project has already commenced.

Rationale: An audio/video consultant would normally be hired to provide technical support for specifications, equipment, and installation requirements.

Funding: Fund 23, Measure CC Facilities for a not-to-exceed amount of \$2,000.

Recommendation: Approve/Ratify Independent Contractor Agreement with Joel J. Gread Associates Inc., to provide technical support for the implementation of a new audio and video system in the Maple Elementary School multipurpose room.

GC:jw  
Attachment

INDEPENDENT CONTRACTOR AGREEMENT  
Joel J. Gread Associates, Inc.

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and Joel J. Gread Associates, Inc.

NAME OF CONTRACTOR

<u>1300 Dana Place</u>	<u>Fullerton</u>	<u>CA</u>	<u>92831-1109</u>	<u>714-879-0944</u>
Mailing Address	City	State	Zip	Telephone No.

hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Support the Fullerton School District's (FSD) efforts to implement new AV system in the Maple Elementary School Multipurpose Room. Create detailed documentation suitable for obtaining competitive bids from qualified AV system contractors. Help coordinate design, production, and installation efforts by other disciplines. Provide engineering support through the implementation phase of the project.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on May 6, 2008, and will diligently perform as required and complete performance by September 30, 2008.

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

thousand, dollars and no cents (\$2,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: Invoices submitted monthly, payable upon receipt.

Hourly Rate - \$100.00

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty ( 30 ) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty ( 30 ) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.



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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise

out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than thirty days CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty-(30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insured under said policy. **[Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.]**

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

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

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

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

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

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

17. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

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

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

DISTRICT:

Fullerton School District

1401 W. Valencia Drive

Fullerton, CA 92833

CONTRACTOR:

Joel J. Gread Associates, Inc.

1300 Dana Place

Fullerton, CA 92831-1109

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

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

THIS AGREEMENT IS ENTERED INTO THIS 24<sup>th</sup> DAY of June, 2008.

Fullerton School District  
(Name of District)

Joel J. Gread Associates, Inc.  
(Contractor Name)

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Gary W. Cardinale, Ed.D.  
Typed Name

Joel J. Gread  
Typed Name

Assistant Supt. Business Services  
Title

Principal  
Title

\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Lourene Happoldt, Director, Student Support Services  
**SUBJECT:** **APPROVE 2008/2009 ONGOING REIMBURSEMENTS TO THE PARENTS OF SPECIAL EDUCATION STUDENT (MIS ID #2001-01864) FOR PARENT VENDORED BEHAVIOR SPECIALISTS TO PROVIDE BEHAVIOR THERAPY IN THE HOME**

Background: This student with a diagnosis of Autism receives behavior therapy in the home setting. SEEK is a behavioral consulting nonpublic agency that supervises programs if parents find their own tutors, and the District reimburses the parents as the vendors.

Rationale: It is cost effective for the District to have parents provide the tutors and be reimbursed. The tutor rate is \$12.00 per hour when done in this manner as opposed to \$50.00 - \$85.00 per hour if hired through a nonpublic agency by the District.

Funding: Total cost of this contract for behavior therapy tutors is \$6,000.00 budgeted in Special Services budget 420.

Recommendation: Approve 2008/2009 ongoing reimbursements to the parents of special education student (MIS ID #2001-01864) for parent vendored behavior specialists to provide behavior therapy in the home.

MD:LH:vr

CONSENT ITEM

**DATE:** June 24, 2008

**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 2008/2009 MASTER CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION 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 to process the 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 the 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 2008/2009 master contract between the Fullerton School District and the Orange County Department of Education Purchasing Division for Medi-Cal administrative activities.

MD:LH:vr

CONSENT ITEM

**DATE:** June 24, 2008

**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 2008/2009 PARENTS' REIMBURSEMENT FOR QUARTERLY OUT-OF-STATE TRAVEL EXPENSES (AIRFARE, CAR RENTAL, HOTEL, MEALS) TO VISIT SPECIAL EDUCATION STUDENT (DISTRICT ID # 716640) AT DEVEREUX TEXAS TREATMENT NETWORK IN VICTORIA, TEXAS**

Background: This contract provides for reimbursement to the parents of this severely emotionally disturbed student for expenses incurred during quarterly visits to their child in Victoria, Texas, in accordance with federal law. Parents will provide canceled checks or original credit card receipts as proof of payment, as well as invoices.

Rationale: Federal Law under IDEA 2004 mandates that districts must provide visitation for parents or guardians to out-of-state residential placements. During the process of placing this student, the parents regained custody of their child from the nonpublic setting. The parents, therefore, have the right to visit the child's school program as frequently as other parents have contact with schools for the parent conference and/or report card period. Districts usually provide quarterly visitations.

Funding: Total cost of this contract is to be in the amount of the reimbursement claim and not to exceed \$1,800.00 from Special Services budget 420.

Recommendation: Approve 2008/2009 parents' reimbursement for quarterly out-of-state travel expenses (airfare, car rental, hotel, meals) to visit special education student (District ID # 716640) at Devereux Texas Treatment Network in Victoria, Texas.

MD:LH:vr

CONSENT ITEM

**DATE:** June 24, 2008  
**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 2008/2009 CONTRACT WITH DYNA VOX RENTAL PROGRAM FOR RENTAL OF ASSISTIVE TECHNOLOGY EQUIPMENT FOR SPECIAL EDUCATION STUDENTS

Background: The District utilizes an agency to provide for Assistive Technology Assessments and equipment rental. The agency that the District contracts with to provide equipment does not have the recommended piece of equipment for a severely disabled special education student in the District. This rental program provides the opportunity for the District to “rent” the piece of equipment for a period of one month to determine if the child will benefit from the use of such equipment.

Rationale: The District is not in a position to have within its inventory, expensive pieces of augmentative communication equipment to have students trial for communication devices. This program allows the District to rent the equipment to determine its effectiveness with a child. This type of equipment can cost up to \$8000, so it is cost effective to trial the equipment prior to any purchase. The equipment may be trialed for a period of one month.

Funding: Funding for this equipment is determined by the individual piece of equipment not to exceed \$350.00 per item from Budget Number Special Services budget 420.

Recommendation: Approve 2008/2009 Contract with Dyna Vox Rental Program for Rental of Assistive Technology Equipment for Special Education Students.

MD:LH:vr  
Attachment





# Rental Agreement

The DynaVox rental program is designed to allow an end user to trial one of our products for a maximum of 4 weeks to determine if the device suits his or her needs before making the decision to purchase the product. The rental program is open to anyone from private individuals and families, to schools, clinics, and governmental agencies. You must agree to DynaVox terms and conditions in order to participate in the rental program.

<input type="checkbox"/> *V \$175 per week <input type="checkbox"/> *V Max \$175 per week <b>Keyguards</b> no charge <input type="checkbox"/> 6 location <input type="checkbox"/> 12 location <input type="checkbox"/> 20 location <input type="checkbox"/> 30 location <input type="checkbox"/> 40 location  *PCS & DynaSims *Wordpower 5, Communicate 4 Gateway, EDD, and interAACT	<input checked="" type="checkbox"/> *M3 \$70 per week <b>Keyguards</b> no charge <input checked="" type="checkbox"/> 6 location <input checked="" type="checkbox"/> 12 location  *PCS & DynaSims *Male, Female, & Child Voices	<input type="checkbox"/> DynaWrite \$95 per week <input type="checkbox"/> Keyguard  <b>Scanning Overlays</b> <input type="checkbox"/> Qwerty <input type="checkbox"/> ABC <input type="checkbox"/> Optimized	<b>Toby Churchill Lightwriter</b> <input type="checkbox"/> SL35 \$170 per week • DECtalk Speech Synthesis  <input type="checkbox"/> SL38 \$170 per week • Acapella Speech Synthesis  <input type="checkbox"/> SL88 \$175 per week • Scanning Capability
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Please indicate the tubing size of the wheelchair if applicable:

<input type="checkbox"/> Palmtop3G \$170 per week <input type="checkbox"/> iChat 3G \$170 per week  *Acapella & DECtalk Voices *Velocity *interAACT *Carry Case	<input type="checkbox"/> Toby Churchill Advocate+ \$65 per week • Digitized Speech • Environmental Control  <input type="checkbox"/> *Dynamo \$55 per week • Digitized Speech	<input type="checkbox"/> 1" <input type="checkbox"/> 7/8" <input type="checkbox"/> 3/4" <input type="checkbox"/> Other  <b>Common Accessories</b> <input type="checkbox"/> Madentec TrackerPro \$50 per week* <input type="checkbox"/> Origin Headmouse Extreme \$50 per week* <input type="checkbox"/> Buddy Button No Cost* <input type="checkbox"/> MicroLight Switch No Cost* * Switches only available with device rental	<b>Mounting Systems</b>  *Mounts are available for the V, Vmax, and M3  <input type="checkbox"/> Fold Down Mount \$20 per week* <input type="checkbox"/> Desk Mount \$20 per week*  * Mounts only available with device rental
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DynaCare Rental Insurance  \$150    Protect yourself from unwanted repair costs. See the FAQ page for details

	Bill To	Ship To	User
Name	Fullerton school District	Fullerton school District	Ratissa Vega
Address	1401 W. Valencia Drive	1401 W. Valencia Drive	
City/State/Zip	Fullerton CA 92833	Fullerton, CA 92833	
Phone	(714) 447-7500		

\*Please Select One\* The age of the primary user of this equipment is  22 years or older  21 years or younger

**Method of Payment**

Purchase Order    PO# \_\_\_\_\_

Check    CK# \_\_\_\_\_

3rd Party Funding (ie. Medicare, Medicaid, Private Insurance)

Credit Card    CC# \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Expiration Date \_\_\_\_\_

Visa     MasterCard     Discover

**Requested Arrival Date:** 7/11/08  
 \*Please allow one week from date submitted

**Total**

Number of weeks renting 3  
 (Maximum is 4 weeks)

Price per Week \$70  
 (Include mount cost if applicable)

Rental Insurance **YES (\$150) / NO (\$0)**

Tax \$28  
 (CA, MS, WA state customers only)

Shipping and Handling \$40

Grand Total \$478

**Signature**

(1) I have read and understand the terms of the rental program  
 (2) I understand that I am responsible for any repair costs unless I have purchased Rental Insurance  
 (3) I understand that I am responsible for any replacement costs related to theft or loss  
 (4) I understand that this equipment must be returned by the end of the rental period or I will be billed for a late fee of \$250 per week.  
 (4) I intend this document to be legally binding whether transmitted by mail or facsimile.

Printed name: Lourene Haggard, Director

Signature: Lourene Haggard

Date: 6/24/08



## Terms and Conditions

Rentals will only be made available to those individuals who have completed and signed a valid rental contract and have submitted with a form of payment to DynaVox Systems LLC, 2100 Wharton Street, Suite 400, Pittsburgh, PA 15203.

**If you prefer, you may fax this information to 412-381-5241.**

The maximum rental period is four weeks. The rental period begins when the unit arrives at the ship to address on the contract. When the unit arrives at this address, someone must be available to sign for the delivery. If no one is available to sign for the unit, it will be returned to DynaVox Technologies. The rental period is completed when the rental device is received by DynaVox Technologies.

Contact information for the individual assuming responsibility of this contract must be indicated on the front of this form.

Upon completion of the rental period, the individual responsible for the contract agrees to return the rental device and accessories in the original packaging back to DynaVox Technologies using the return label enclosed with the device. If this shipping label is lost or misplaced, the person assuming responsibility for this contract will be responsible for the costs associated with returning the rental equipment to DynaVox Technologies.

**A late fee of \$250.00 per week will be charged for all equipment that arrives at DynaVox Technologies Pittsburgh office after the return date. A minimum charge of \$250.00 is applicable to all late returns.** ZK **\*\*\*PLEASE INITIAL HERE\*\*\***

All ancillary equipment, instruction and training materials provided as part of the total rental package must be returned with the augmentative communication device. Failure to do so will result in an additional charge of the item at its list price to the person assuming responsibility for this contract and its terms and conditions. If the unit is returned to DynaVox Technologies after the due date, the renter will be charged accordingly.

**The individual assuming responsibility for the contract is liable for any repair or replacement costs incurred as a result of abuse, neglect, loss or theft of the unit during the rental period.** ZK **\*\*\*PLEASE INITIAL HERE\*\*\***

DynaVox Technologies hereby warrants to Customer only that each item of Equipment, when shipped, will be in good operating condition. Customer's damages for any breach by DynaVox Technologies of such warranty with respect to an item of Equipment shall be limited to the direct damages caused by a defective operating condition which could not reasonably have been discovered by Customer after the delivery to it of such item, but in no event shall exceed the total rental fees paid by Customer for such item. The foregoing warranty and damages for breach thereof are the exclusive warranty and damages and are in lieu of any oral representation and all other warranties and damages, whether expressed, implied, or statutory.

DynaVox Technologies shall, at its expense, provide routine maintenance for all Equipment and shall endeavor to repair or replace any item of equipment, which is found to be defective during the Rental Period. In the event an item of Equipment does not operate properly, Customer shall notify Dynavox Technologies immediately upon noticing the malfunction and request instructions before taking any remedial action or before returning it to us.

**The rental fee, up to a maximum of 4 weeks and exclusive of any late charges, insurance, and shipping fees, will be applied toward the purchase price if the unit is purchased within 6 months from the end of the rental period by the person who provided the monies for the rental.** DM **\*\*\*PLEASE INITIAL HERE\*\*\***

If you wish to cancel this contract anytime up to one (1) week before shipment, write "Cancelled" across the customer copy of the contract and mail or fax to DynaVox Technologies. Your payment will be refunded or credited to your account.

**DynaVox Technologies Address: 2100 Wharton Street, Suite 400, Pittsburgh, PA 15203**

**DynaVox Technologies Phone: 1-866-DynaVox (396-2869) – Dial Option 3 for Rentals**

**DynaVox Technologies Fax #: 412-381-5241**

**Notice of privacy practices** - At DynaVox Technologies we are committed to protecting your privacy. DynaVox Technologies does not sell, trade or rent your personal information to other companies. The information we collect about you is used only for internal purposes. DynaVox Technologies will not collect any personal information about you except when you specifically and knowingly provide such information. Our complete privacy practices policy can be viewed on our website at [www.dynavoxtech.com](http://www.dynavoxtech.com).

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Marilee Cosgrove, Director, Childcare Services

**SUBJECT:** **APPROVE DEPARTMENT NAME CHANGE FROM CHILDCARE SERVICES TO CHILD DEVELOPMENT SERVICES EFFECTIVE JULY 1, 2008**

Background: In 2004, the Board of Trustees approved the establishment of Childcare Services to administer a fee-based school age childcare program. In addition to the fee-based school age childcare program, Childcare Services currently administers School Readiness, State Preschool, Community-Based English Tutoring, and the grant-funded After School Program. All programs are instructional and are aligned to California Department of Education standards.

Rationale: Child Development Services is the professional name that is used by school districts and other organizations to signify the continuum of services provided for children preschool through 8<sup>th</sup> grade.

Funding: Not applicable.

Recommendation: Approve department name change from Childcare Services to Child Development Services effective July 1, 2008.

MD:MC:ln

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Lourene Happoldt, Director, Student Support Services

**SUBJECT:** APPROVE 2008/2009 INDEPENDENT CONTRACTOR MASTER CONTRACTS WITH ABRAMSON AUDIOLOGY DBA HEAR NOW, ALLIED INTERPRETING SERVICE, INC., DR. CHRIS DAVIDSON, THE DAYLE MCINTOSH CENTER, DR. KAREN DYMOND, GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC), MELINDA J. HEISE, DR. KRISTEN D. IVERSON, DR. DAVID MONKARSH, MUSIC THERAPY SERVICE OF ORANGE COUNTY, THE REHABILITATION INSTITUTE OF SOUTHERN CALIFORNIA (RIO), UNITED CEREBRAL PALSY ASSOCIATION OF ORANGE COUNTY, WEST SHIELD ADOLESCENT SERVICES, AND WORLD ACCESS FOR THE BLIND

Background: Independent contractors are occasionally utilized to provide specific services, and are usually the result of Due Process cases.

The rates for these Independent Contractors are as follows:

## Abramson Audiology:

Auditory Processing Evaluation	\$ 485.00
Auditory Services/IEP Mtg/Attend	\$ 85.00/hour
Legal Consultation	\$ 185.00/hour
Records Review	\$ 85.00/hour

## Allied Interpreting Service, Inc.:

Spanish Interpreters	\$ 295.00-325.00/half day
Other Languages	\$ 395.00-495.00/half day

## Dr. Chris Davidson:

Set Up & Training of Parent	\$ 150.00/student
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The Dayle McIntosh Center: (2 hour minimum for all services)

## Interpreter Service

8:00 a.m.-5:00 p.m. weekdays w/three bus. days notice	\$ 60.00/hour
Before 8:00 a.m. and after 5:00 p.m. or weekends or holidays or less than three bus. days' notice	\$ 80.00/hour
Emergency services	\$100.00/hour

## Dr. Karen Dymond, Neuropsychologist:

Therapy/Dr. Dymond	\$ 150.00/hour
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Therapy/Dr. Dehghi (associate)	\$ 125.00/hour
Assessment	\$ 150.00/hour

Goodwill Industries of Orange County (ATEC):

Assessments (9 hr. minimum)	\$ 105.00/hour
Training	\$ 105.00/hour
Travel	\$ 25.00/hour
plus mileage per mile	\$ 0.505

Melinda J. Heise, Speech Pathologist, has an hourly rate of \$120.00 for all services.

Dr. Kristen D. Iverson, Clinical Psychologist, has an hourly rate of \$160.00 for consultation services.

Dr. David Monkarsh, Clinical Psychologist, has an hourly rate of \$150.00.

Music Therapy Service of Orange County:

Assessment, I.E.P. & Report	\$ 350.00
Office Treatment	\$ 82.00/hour
Consultation	\$ 90.00/hour

The Rehabilitation Institute of Southern California:

Physical Therapy Evaluation	\$ 155.00/hour
Occupational Therapy Evaluation	\$ 155.00/hour
Speech Therapy Evaluation	\$ 180.00/hour
Hydrotherapy Treatment	\$ 150.00/hour
Physical Therapy Treatment	\$ 130.00/hour
Occupational Therapy Treatment	\$ 130.00/hour
Speech Therapy Treatment	\$ 130.00/hour
Child Development/Center Base Program	\$ 39.95/hour
Child Development/Home Visit Program	\$ 59.95/hour
I.E.P Meetings	\$ 50.00/hour
Transportation (within 10-mi. radius)	\$ 9.00/round trip

United Cerebral Palsy:

In-home Infant Stimulation	\$ 120.00/hour
Occupation & Physical Therapy	\$ 135.00/hour

West Shield Adolescent Services:

Airfare	Subject to current competitive rates
Lead Agent	\$ 81.00/hour
Back Up Agent	\$ 57.00/hour
Administration Time	\$ 70.00/hour
Mileage	\$ 0.505/mile

World Access for the Blind has an hourly rate of \$99.00, which includes orientation and mobility with consultations in the areas of behavior and sensory processing therapies.

Rationale:

Specific services are often not available within the District or Nonpublic Agency. These Independent Contractors are utilized when the District is unable to find the appropriate service provider. Often these providers are used on a limited basis.

Funding: Total cost of these contracts is to be in the amount of the individual service contract(s) from Special Services budget 420.

Recommendation: Approve 2008/2009 Independent Contractor Master Contracts with Abramson Audiology dba Hear Now, Allied Interpreting Service, Inc., Dr. Chris Davidson, The Dayle McIntosh Center, Dr. Karen Dymond, Goodwill Industries of Orange County (ATEC), Melinda J. Heise, Dr. Kristen D. Iverson, Dr. David Monkarsh, Music Therapy Service of Orange County, The Rehabilitation Institute of Southern California (RIO), United Cerebral Palsy Association of Orange County, West Shield Adolescent Services, and World Access for the Blind.

MD:LH:vr

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Lourene Happoldt, Director, Student Support Services

**SUBJECT:** APPROVE 2008/2009 NONPUBLIC AGENCY MASTER CONTRACTS WITH AUTISM PARTNERSHIP, AUTISM SPECTRUM THERAPIES, BETH BALLINGER, VISION THERAPIST, CENTER FOR AUTISM AND RELATED DISORDERS (CARD), CHILDREN’S THERAPY CENTER, COAST SPEECH PATHOLOGY AND ASSOCIATES, COMPREHENSIVE EDUCATIONAL SERVICES (ACES), CORNERSTONE THERAPIES, COYNE AND ASSOCIATES, EDUCATIONAL BASED SERVICES FOR SPEECH PATHOLOGY SERVICES, GALLAGHER PEDIATRIC THERAPY, IRVINE THERAPY SERVICES, LINDAMOOD-BELL LEARNING PROCESSES, MAXUM PHYSICAL THERAPY, NEWPORT LANGUAGE AND SPEECH CENTER, OPTOMETRIC CENTER OF FULLERTON, ORANGE COUNTY THERAPY SERVICES, PACIFIC CHILD AND FAMILY ASSOCIATION, THE READING AND LANGUAGE CENTER, ABBY ROZENBERG/JENNIFER OBHOLZ, RUSSO, FLECK & ASSOCIATES, SEEK EDUCATION, INC., JUDY M. SEGAL, SKY PEDIATRIC, INC., SPEECH PATHOLOGY ASSOCIATES, CHRISTINE STANTON PETERSEN, AND TUSTIN SPEECH AND LANGUAGE CENTER

Background: These nonpublic agencies support student educational programs through a variety of services not available within the District programs. Such services may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Autism Partnership:

Behavior Intervention:

Program Specialist	\$ 65.00/hour
Program Coordination	\$ 95.00/hour
Program Development	\$ 200.00/hour
	\$ 250.00/hour off site
Parent Training	\$ 95.00/hour
Behavior Assessment	\$ 200-250.00/hour
Psychological Testing	\$ 200.00/hour
	\$ 250.00/hour off site

Autism Spectrum Therapies:

Behavioral Needs Assessment	\$ 150.00/hour
Functional Behavioral Assessment	\$ 2500.00 flat rate
Direct Intervention	\$ 75.00/hour
Supervision	\$ 125.00/hour
Program Development	\$ 125.00/hour
Consultation	\$ 125.00/hour

Workshops	\$ 200.00/hour
Beth Ballinger, Vision Therapist:	
Visual Evaluation	\$ 150.00/hour
Visual Perceptual Testing	\$ 525.00/per battery/includes report
Vision Training	\$ 120.00/hour
Progress Evaluation	\$ 70.00/half hour
Special Circumstance/Dr. home visits	\$ 175.00/hour (2 times per week)
Center for Autism and Related Disorders (CARD):	
Therapy/Tutor	\$ 51.50/hour
Supervision	\$ 128.50/hour
Consultation	\$ 225.00/hour
Intake Evaluation Plus Report	\$ 550.00
Evaluation & Report by Supervisor	\$ 450.00
Travel	\$ 25.00/hour
Assessment	\$ 128.50/hour
Children's Therapy Center:	
Speech & Language Therapy	
School	\$ 87.00/50 minutes
Clinic	\$ 82.00/50 minutes
Occupational Therapy	\$ 82.00/hour
Physical Therapy	\$ 82.00/hour
IEP Attendance, 2-hr. minimum	\$ 87.00/hour
Coast Speech Pathology and Associates:	
Speech & Language Assessment	\$ 145.00/hour
Speech & Language Therapy/Office	\$ 110.00/hour
Speech & Language Therapy/Home	\$ 145.00/hour
Attendance at IEP	\$ 165.00/hour
Academic Assessment	\$ 145.00/hour
Audiometric Screening	\$ 50.00
Educational Therapy/Tutoring	\$ 100.00/hour
Selected Inservices	\$ 150.00/hour
Mileage	\$ .505/mile
Comprehensive Educational Services (ACES):	
Behavior Intervention – Implementation	\$ 45.00/hour
BID/Supervision	\$ 125.00/hour
Parent Counseling & Training	\$ 125.00/hour
Travel – Behavior Intervention Develop.	\$ 75.00/hour
Travel – Behavior Intervention Implementor	\$ 20.00/hour
Speech & Language Therapy:	
Individual	\$ 125.00/hour
Group	\$ 80.00/hour
IEP Meeting/Attendance	\$ 125.00/hour
Cornerstone Therapies:	
In-Center Therapy/OT, PT	\$ 85.00/hour
In-School Therapy/OT, PT	\$ 100.00/hour
Speech & Language Therapy	
School	\$ 100.00/hour



Center	\$ 85.00/hour
IEP Meetings	\$ 100.00/hour
Group Therapy	\$ 45.00/hour
Evaluation	\$ 225.00/2 hours
	\$ 85.00/Additional hour

Coyne and Associates:

Consultation	\$ 80.00/hour
Supervision of ABA Program	\$ 80.00/hour
Ph.D. Supervision	\$ 125.00/hour
Tutors/Discrete Trial Teachers	\$ 80.00/hour

Educational Based Services for Speech Pathology Services has an hourly rate of \$60.00.

Gallagher Pediatric Therapy:

Occupational/Physical Therapy Evaluation	\$ 200.00
Occupational/Physical Therapy – Individual	\$ 83.00/hour
Occupational/Physical Therapy – Consultation	\$ 83.00/hour
Occupational Group (2-3 kids)	\$ 160.00/hour
Occupational Group (4-5 kids)	\$ 300.00/hour
Occupational Group (6-8 kids)	\$ 450.00/hour
Occupational Group (9-13 kids)	\$ 550.00/hour
Occupational Group (14+ kids)	\$ 650.00/hour
SIPT	\$ 450.00
I.E.P. Meeting	\$ 83.00/hour

Irvine Therapy Services:

Occupational Therapy	\$ 107.00/hour
Classroom Consultation	\$ 150.00/45 min.
IEP Meeting	\$ 200.00/hour
Annual Reassessment	\$ 300.00

Lindamood-Bell Learning Processes:

Diagnostic Evaluation – Full	\$ 645.00
Diagnostic Evaluation – Partial	\$ 425.00
Diagnostic Evaluation Report	\$ 200.00
Clinical Treatment	\$ 89.00/55 min.
Consultation	\$ 125.00/hour

Maxum Physical Therapy:

Speech Therapy	\$ 80.00/hour
In-home Speech Therapy	\$ 100.00/hour
IEP Attendance	\$ 100.00/hour

Newport Language and Speech Center:

Individual Treatment Session	\$ 117.00/hour
Group Treatment Session	\$ 90.00/hour
Evaluations, Assessments, and IEP's	\$ 150.00/hour
Onsite Rate (4 hr. minimum)	\$ 72.00/hour

PT Onsite Rate	\$ 72.00/hour
Optometric Center of Fullerton:	
Comprehensive Eye Exam	\$ 89.00
Visual Efficiency Exam	\$ 120.00
Visual Info Processing Exam	\$ 240.00
Dyslexia Exam	\$ 55.00
Dr. Attendance at IEP Meeting	\$ 150.00
VT Equipment Rental	
General Equipment	\$ 40.00
Computer Equipment	\$ 150.00
VT Session/Post Exam	\$ 70.00
Review of Outside Records	\$ 100.00/hour
Orange County Therapy Services:	
Physical/Occupational/ Speech Therapy @ clinic/on site Evaluation	\$ 80.00/45 min. \$ 264.00
Tri-annual assessments/testing inc.	\$ 264.00
Pacific Child and Family Associates:	
1:1 Classroom Aide	\$ 45.00/hour
Behavior Therapist (Discrete Trial)	\$ 45.00/hour
Master's Level Supervision	\$ 90.00/hour
Doctoral Level Supervision	\$ 125.00/hour
The Reading and Language Center:	
Therapy	\$ 85.00/hour
Social Skills Group	\$ 120.00/hour
Speech Assessment	\$ 225.00/hour
Academic Assessment	\$ 450.00
Speech & Language Assessment	\$ 450-900.00
IEP Meeting	\$ 85-100.00/hour
Abby Rozenberg/Jennifer Obholz:	
Speech and Language Rates -- In-Clinic Therapy	\$ 125.00/hour \$ 125.00/hour
Out of Clinic Therapy	\$ 135.00/hour
Evaluations	\$1000-1600.00/case
IEP Meeting Attendance	\$ 135.00/hour
Russo, Fleck & Associates:	
Physical or Occupational Therapy	\$ 85.00/45-minute session
IEP Meeting	\$ 100.00/per hour
Evaluation/Assessment	\$ 125.00/per hour
Re-evaluation	\$ 100.00/per session
Consultation	\$ 100.00/per session
SEEK Education, Inc.:	
Behavioral Consultation	\$ 107.89/hour
Sr. Consultation by Director	\$ 115.00/hour
Behavioral Technician	\$ 54.24/hour
Behavioral Assessment	\$ 104.75/hour

Psychological Review	\$ 150.00/hour
Travel Time	\$ .505/mile

Judy M. Segal, Speech and Language Pathologist, has an hourly rate of \$125.00 and Small Group Therapy is \$85.00/hour.

Sky Pediatric, Inc.:

Occupational, Physical, or Speech In-Clinic Therapy	\$ 90.00/hour
School Site Therapy/Consultation	\$ 110.00/hour
IEP Attendance	\$ 90.00/hour

Speech Pathology Associates:

Therapy	\$ 120.00/hour
I.E.P. Meetings	\$ 125.00/hour
Group Therapy	\$ 75.00/hour
Group Social Skills	\$ 75.00/hour
Auditory Processing Evaluation	\$ 400-1,000.00
Speech Evaluation	\$ 400.00
Speech & Language Evaluation	\$ 800.00

Christine Stanton Petersen, Speech/Language Pathologist:

Speech/Language Therapy	\$ 125.00/hour
Social Skills	\$ 75.00/hour
IEP Meeting Attendance	\$ 125.00/hour

Tustin Speech and Language Center:

Speech & Language Development and Remediation	\$ 110.00/hour
Assistive Technology Services	\$ 110.00/hour
Occupational Therapy Services	\$ 125.00/hour

Rationale: Nonpublic Agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain services for children.

Funding: Total cost of these contracts is to be in the amount of the individual service contract(s) from Special Services budget 420.

Recommendation: Approve 2008/2009 Nonpublic Agency Master Contracts with Autism Partnership, Autism Spectrum Therapies, Beth Ballinger, Vision Therapist, Center For Autism and Related Disorders (CARD), Children's Therapy Center, Coast Speech Pathology and Associates, Comprehensive Educational Services (ACES), Cornerstone Therapies, Coyne and Associates, Educational Based Services for Speech Pathology Services, Gallagher Pediatric Therapy, Irvine Therapy Services, Lindamood-Bell Learning Processes, Maxum Physical Therapy, Newport Language and Speech Center, Optometric Center of Fullerton, Orange County Therapy Services, Pacific Child and Family Association, The Reading and Language Center, Abby Rozenberg/Jennifer Obholz, Russo, Fleck & Associates, Seek Education, Inc., Judy M. Segal, Sky Pediatric, Inc., Speech Pathology Associates, Christine Stanton Petersen, and Tustin Speech and Language Center.

LH:vr

CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Lourene Happoldt, Director, Student Support Services

**SUBJECT:** APPROVE 2008/2009 NONPUBLIC SCHOOL MASTER CONTRACTS WITH ALTON SCHOOL, BEACON DAY SCHOOL, BLIND CHILDREN'S LEARNING CENTER, COPPER HILLS YOUTH CENTER, DEVEREUX TEXAS TREATMENT CENTER, EXCELSIOR YOUTH CENTERS INCORPORATED, MARDAN SCHOOL, ORALINGUA SCHOOL, PROVIDENCE SPEECH AND HEARING CENTER, PROVO CANYON SCHOOL, PYRAMID AUTISM CENTER, ROSSIER PARK SCHOOL, SPEECH AND LANGUAGE DEVELOPMENT CENTER, AND THERAPEUTIC EDUCATION CENTER (TEC)

Background: These nonpublic schools serve those students who are unable to receive a Free and Appropriate Education (FAPE) within those programs offered in the District, due to the severity of the disability or the fact that the student is a danger to self and others.

The rates for these nonpublic schools are as follows:

## Alton School:

Basic Education/Daily Rate	\$ 114.00/day
Individual Student Counseling	\$ 60.00/hour
Transportation/Daily Round Trip	\$ 34.00/day
Aide	\$ 11.60/hour

## Beacon Day School:

Special Education Instruction	\$ 200.00/day
Behavior Intervention (Diagnostic)	\$ 175.00/hour
Behavior Intervention (Services)	\$ 35-175.00/hour
Counseling & Psychotherapy	\$ 100-175.00/hour
Parent Counseling & Training	\$ 100.00/hour
Psychoeducational Assessment	\$ 175.00/hour
IEP Development	\$ 100.00/hour
Speech & Language by C.C.C.	\$ 100.00/hour
Speech & Language by SLPA	\$ 85.00/hour
Occupational Therapy	\$ 100.00/hour
Physical Therapy	\$ 100.00/hour
1:1 Behavioral Support Specialist	\$ 45.00/hour

## Blind Children's Learning Center:

Daily Rate	\$ 139.00/day
Designated Instructional Services	\$ 90.00/hour
1:1 Paraeducator	\$ 90.00/day

Copper Hills Youth Center has an all-inclusive daily rate of \$135.00.

Devereaux Texas Treatment Network:

Special Education @ League City	\$ 125.94/day
Special Education @ Victoria	\$ 135.96/day
One-to-one	\$ 20.00/hour
Speech and Language	\$ 65.00/session
Psychological Evaluation	\$ 350.00/evaluation

Excelsior Youth Centers Incorporated:

Instruction	\$ 75.14/day
Speech and Language Therapy	\$ 100.00/hour

Mardan School has a daily rate of \$172.00.

Oralingua School:

Instruction	\$ 126.30/day
Speech & Language Services	\$ 110.00/hour
Occupational Therapy	\$ 90.00/hour
IEP Attendance	\$ 100.00/hour

Providence Speech and Hearing Center:

Individual Speech/Language Therapy	\$ 110.00/hour
Speech/Language Evaluation	\$ 300.00
I.E.P. Meeting	\$ 110.00/hour
San Jose Preschool	\$ 720.00/month
Jumpstart Early Intervention Preschool	\$ 110.00/day
Audiological Evaluation	\$ 150.00
Pediatric Audiological Eval. (0-7 yrs.)	\$ 160.00
OT Evaluation and OT Therapy	\$ 110.00/hour

Provo Canyon School:

Education Services	\$ 156.00/day
Includes instruction, materials, supplies	
Speech and Language Therapy	\$ 60.00/hour
Occupational Therapy	\$ 70.00/hour
Transportation	\$ 10.00/hour

Pyramid Autism Center has a daily rate of \$225.00.

Rossier Park School:

Basic Education/Daily Rate	\$ 154.00/day
Speech & Language	\$ 75.00/hour
Adaptive Physical Education	\$ 64.00/hour
One-on-one Aide	\$ 15.00/hour
Transportation – under 20 miles	
Round Trip (zone 1)	\$ 35.50/day
One Way	\$ 17.75/ half day
Transportation – 21-30 miles	
Round Trip (zone 2)	\$ 40.50/day
One Way	\$ 20.25/half day
Transportation – 31-40 miles	\$ 45.50/day

Transportation – 41-50 miles	\$ 55.50/day
Lunch	\$ 1.90/day

Speech and Language Development Center:

Daily School Program	\$ 135.50/day
Speech & Language Therapy	\$ 81.50/hour
Adaptive Physical Education	\$ 81.50/hour
Occupational/Physical Therapy	\$ 81.50/hour
Counseling	\$ 81.50/hour
Auditory Training	\$ 75.00/hour
Social Skills	\$ 81.50/hour
One-on-one Aide	\$ 14.00/hour
Transportation	
Buena Park & Bordering Cities	\$ 34.00/day
Outside above area	\$ 40.50/day

Therapeutic Education Centers (TEC):

Daily Rate/180-day School Year	\$ 163.00/day
Parent Counseling	\$ 105.00/hour
Behavioral Services	\$ 105.00/hour
One-on-one Aide in Class	\$ 115.00/day
One-on-one Aide in Transit	\$ 60.00/day
Transportation – 0-24 Miles	\$ 42.00/day
Transportation – 25-49 Miles	\$ 52.00/day
Transportation – 50+ Miles	\$ 62.00/day

Rationale: The Nonpublic Schools referenced above are utilized when the District does not have an appropriate educational placement in which to provide a child with a Free and Appropriate Public Education (FAPE). These placements are utilized after all other educational placements for the student have been implemented without success.

Funding: Total cost of these contracts is to be in the amount of the individual service contract(s) from Special Services budget 420.

Recommendation: Approve 2008/2009 Nonpublic School Master Contracts with Alton School, Beacon Day School, Blind Children’s Learning Center, Copper Hills Youth Center, Devereux Texas Treatment Center, Excelsior Youth Centers Incorporated, Mardan School, Oralingua School, Providence Speech and Hearing Center, Provo Canyon School, Pyramid Autism Center, Rossier Park School, Speech and Language Development Center, and Therapeutic Education Center (TEC).

MD:LH:vr

CONSENT ITEM

**DATE:** June 24, 2008

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

**FROM:** Tony Anderson, Chief Information Officer

**PREPARED BY:** Ted Lai, Coordinator, Educational Technology & Media Services

**SUBJECT:** **APPROVE/RATIFY INCOME AGREEMENT NUMBER 33211 FROM THE ORANGE COUNTY DEPARTMENT OF EDUCATION FOR PROVIDING ONLINE LEARNING RESOURCES AND LICENSES THROUGH THE OC ONLINE PORTAL AS PART OF THE BEGINNING TEACHER SUPPORT AND ASSESSMENT PROGRAM AND LEVEL II TECHNOLOGY PROFICIENCIES DURING 2007/2008**

Background: Participants in the Beginning Teacher Support and Assessment Program (BTSA) and Project TIES (Technology Infused Experimental Science) are required to progress and complete a level of the Teacher Technology Proficiencies. These proficiencies are defined by the California Technology Assistance Program (CTAP) and are in the form of two levels of proficiencies that cover personal knowledge of applications and integration of technology into the classroom curriculum. Some of the Project TIES participants and all BTSA participants are required to complete the Level II Technology Proficiencies. In the 2007/2008 school year, the Level II Technology Proficiencies coursework was moved to the OC Online interface using the Angel Learning Management System. The OC Online licenses for the Angel Learning Management System are provided through Orange County Department of Education (OCDE) for a fee of \$15 per license.

Rationale: Ninety-six teachers have enrolled in the Level II Technology Proficiencies through OC Online in the 2007/2008 school year. Income Agreement Number 33211 from OCDE covers the cost of the teacher licenses used in the 2007/2008 school year.

Funding: The total cost for the OC Online licenses is not to exceed \$1,440.00. The cost will be budgeted from two different sources: \$650 will come from California Technology Assistance Program certificates and the remainder will come from the EETT Round 4 budget code 0122352231-5805.

Recommendation: Approve/Ratify Income Agreement Number 33211 from the Orange County Department of Education for providing online learning resources and licenses through the OC Online Portal as part of the Beginning Teacher Support and Assessment Program and Level II Technology Proficiencies during 2007/2008.

TA:tl  
Attachment

INCOME AGREEMENT  
FULLERTON SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 1st day of January, 2008, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is in need of such special services and advice related to professional development training; and

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

NOW, THEREFORE, the parties hereby agree as follows:

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

1.1 Provide online learning courses using the OCDE Educational Technology OC Online learning environment for the purpose of training educators in various technology-supported curricular tools.



1  
2 2.0 TERM. This AGREEMENT shall commence on January 1, 2008, and  
3 end on May 31, 2008.

4 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for  
5 services satisfactorily performed pursuant to Section 1.0 of this  
6 AGREEMENT a total sum not to exceed One thousand four hundred forty  
7 dollars (\$1,440.00). Reimbursement shall be made at the rate of  
8 Fifteen dollars (\$15.00) per user for a total of ninety-six (96)  
9 user accounts. Payment shall be mailed to: Orange County  
10 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus  
11 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, or at such  
12 other place as SUPERINTENDENT may designate in writing.

13 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance  
14 of this AGREEMENT, shall be and act as an independent contractor.  
15 SUPERINTENDENT understands and agrees that he/she and all of his/her  
16 employees shall not be considered officers, employees or agents of  
17 the DISTRICT, and are not entitled to benefits of any kind or nature  
18 normally provided employees of the DISTRICT and/or to which  
19 DISTRICT'S employees are normally entitled, including, but not  
20 limited to, State Unemployment Compensation or Workers'  
21 Compensation. SUPERINTENDENT assumes the full responsibility for  
22 the acts and/or omissions of his/her employees or agents as they  
23 relate to the services to be provided under this AGREEMENT.  
24 SUPERINTENDENT shall assume full responsibility for payment of all  
25 federal, state and local taxes or contributions, including

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

3 5.0 HOLD HARMLESS/INDEMNIFICATION.

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

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

20 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to  
21 this AGREEMENT shall not be assigned by the DISTRICT without prior  
22 written approval of SUPERINTENDENT.

23 7.0 TOBACCO USE POLICY. In the interest of public health, the  
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
25 use of any tobacco products are prohibited in buildings and  
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
2 abide with conditions of this policy could result in the termination  
3 of this AGREEMENT.

4 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
5 they will not engage in unlawful discrimination in employment of  
6 persons because of race, color, religious creed, national origin,  
7 ancestry, physical handicap, medical condition, marital status, or  
8 sex of such persons.

9 9.0 TERMINATION. Either party may terminate this AGREEMENT with  
10 or without reason with the giving of thirty (30) days written notice  
11 to the other party. DISTRICT shall compensate SUPERINTENDENT only  
12 for services satisfactorily rendered to the date of termination.  
13 Written notice by DISTRICT shall be sufficient to stop further  
14 performance of services by SUPERINTENDENT. Notice shall be deemed  
15 given when received by the SUPERINTENDENT or DISTRICT or no later  
16 than three (3) days after the day of mailing, whichever is sooner.

17 10.0 NOTICE. All notices or demands to be given under this  
18 AGREEMENT by either party to the other, shall be in writing and  
19 given either by: (a) personal service or (b) by U.S. Mail, mailed  
20 either by registered or certified mail, return receipt requested,  
21 with postage prepaid. Service shall be considered given when  
22 received if personally served or if mailed on the third day after  
23 deposit in any U.S. Post Office. The address to which notices or  
24 demands may be given by either party may be changed by written  
25 notice given in accordance with the notice provisions of this

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

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

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

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

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

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

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

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

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

4 DISTRICT: FULLERTON SCHOOL DISTRICT                      ORANGE COUNTY SUPERINTENDENT  
5 BY: \_\_\_\_\_ BY: Patricia McCaughey  
6 Authorized Signature                      Authorized Signature

7 PRINTED NAME: \_\_\_\_\_ PRINTED NAME: Patricia McCaughey

8 TITLE: \_\_\_\_\_ TITLE: Coordinator

9 DATE: \_\_\_\_\_ DATE: May 30, 2008

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Income-FullertonSD(33211)08  
ZIP9

CONSENT ITEM

**DATE:** June 24, 2008

**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 2008/2009 AGREEMENTS BETWEEN THE ASSISTANCE LEAGUE OF FULLERTON AND THE FULLERTON SCHOOL DISTRICT FOR OPERATION SCHOOL BELL, VISION SCREENING, AND THE VISION REFERRAL PROJECT**

Background: This agenda item provides for agreements for the following philanthropic projects provided by the Assistance League of Fullerton:

**Operation School Bell:** Provides two outfits of new clothing including shoes to needy students K-6 from within this District not to exceed 30 children per week for 26 weeks starting on August 30 through May 1 (2008/2009 school year).

**Vision Screening:** Provides vision screening at no charge to the District for grades kindergarten, third, and sixth grade through contracted arrangements with the Southern California College of Optometry (SCCO).

**ALF Vision Referral Project:** Provides eye examinations to children in grades kindergarten, third, and sixth grade (no preschoolers will be included) and if needed, safety coated lenses and \$30.00 toward frames for needy students requiring further examination after vision screening.

Rationale: The District is very fortunate to have the Assistance League of Fullerton provide three areas of support for students in the District. These areas are stated above and provide clothing for needy students as well as pay for the College of Optometry vision screenings at the school sites and support the payment for vision referrals.

Funding: Philanthropic Projects are provided to the District at no cost.

Recommendation: Approve 2008/2009 agreements between the Assistance League of Fullerton and the Fullerton School District for Operation School Bell, Vision Screening, and the Vision Referral Project.

MLD:LH:vr  
Attachments



233 west amerige avenue  
fullerton, california 92832

Phone: 714-526-5124

Fax: 714-526-7194

*We're About Caring*

**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON  
AND  
FULLERTON SCHOOL DISTRICT**

This Agreement is entered into by Assistance League of Fullerton, a chapter of National Assistance League®, hereafter known as ALF located at 233 W. Amerige, Fullerton, CA 92832 and the Fullerton School District hereafter known as the District, located at 1401 Valencia Dr., Fullerton, CA 92833.

I. **PHILANTHROPIC PROJECT: OPERATION SCHOOL BELL®** - This project will provide two outfits of new clothing including shoes each to needy students K-6 from in this District, not to exceed 50 children per week for 26 weeks starting on September 1 through May 31 (2008-2009 school year).

II. **OBLIGATIONS OF ALF:**

- A. ALF shall provide all equipment for Operation School Bell®, including furniture, telephone and supplies. ALF shall pay all telephone charges of Operation School Bell®. ALF shall maintain reasonable inventory of various sizes of new clothing, uniforms and furnish a suitable dressing enclosure for the students.
- B. ALF members and their auxiliaries shall solely staff this project and will assist the students in the selection of their clothes. A parent, guardian, or adult who has the parent's or guardian's written authorization must accompany each child. This authorization shall be available to ALF upon request. The designated child must be present to receive the clothing.
- C. ALF shall provide sufficient inventory for 100 students per day for four days in August and for 50 students per week from September through May 1st. ALF shall authorize further funds to purchase equipment as needed. Financial contributions to this project by ALF shall be made only as stipulated in the terms of this agreement. All other funds retained by ALF shall remain the sole property of ALF and are in no way committed to any other organization.
- D. At all times this Agreement is in effect, ALF shall maintain a policy of liability insurance, naming the District as an additional insured, in the policy amount of \$1,000,000 for its volunteers and the students in conjunction with the operation of Operation School Bell®. ALF shall provide a copy of the policy to the District.

- E. ALF shall hold harmless, defend and indemnify the District, its officers, agents, and employees from any and all claims, demands, defense costs, loss, liability, injury or actions arising from or alleged to have arisen from any acts or omissions of ALF, its officers, agents, employees, or volunteers with respect to ALF's performance of this Agreement.

III. OBLIGATIONS OF THE DISTRICT:

- A. The District shall not be responsible for any furnishings or equipment and assumes no financial responsibility in conjunction with Operation School Bell®. The District shall maintain proper liability insurance coverage for its own personnel and for the transport to the students. The District shall provide proof of insurance to ALF.
- B. The District shall hold harmless, defend, and indemnify ALF, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense cost, loss, liability, injury, or actions arising from or alleged to have arisen from any acts or omissions of the District, its officers, agents, employees, or volunteers with respect to the performance of this Agreement.

IV. PHILANTHROPIC PROJECT OPERATION:

- A. The District's personnel shall be responsible for selecting the students in need of clothing, making appointments and necessary arrangements for transporting them to and from the premises. The District shall also obtain advance written permission from the students' parents or guardians, forms to be provided by ALF.
- B. ALF's Vice President of Philanthropic Projects shall be responsible for the project and the Operation School Bell® Committee Chairman with her committee shall organize and maintain the project. All volunteers in this project will be members of ALF.

- V. PUBLIC RELATIONS: ALF shall have sole identification with Operation School Bell® and have complete control of all publicity releases, brochures and all other written material subject to the District's written approval if the District's name is used.

- VI. EVALUATION: In consultation with the District, ALF shall evaluate this project at least annually as to the effectiveness of the overall operation.

- VII. TERM, RENEWAL AND TERMINATION: The term of this Agreement shall be from June 1, 2008 until May 31, 2009. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this Agreement and neither party shall have any further obligation thereafter.



6/07/08  
Date

Deanna Hill  
President, Assistance League of Fullerton

6-7-08  
Date

Claire Gossio  
Recording Secretary,  
Assistance League of Fullerton

6-7-08  
Date

Mary Ann Smith  
Vice President of Philanthropic Projects,  
Assistance League of Fullerton

          
Date

          
Superintendent of Schools,  
Fullerton School District



233 west amerige avenue  
fullerton, california 92832

Phone: 714-526-5124  
Fax: 714-526-7194

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**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON  
AND  
FULLERTON SCHOOL DISTRICT**

This Agreement is entered into by Assistance League of Fullerton, a chapter of National Assistance League®, hereafter known as ALF, located at 233 W. Amerige, Fullerton, CA 92832 and the Fullerton School District hereafter known as the DISTRICT, located at 1401 Valencia Dr., Fullerton, CA 92833.

- I. **PHILANTHROPIC PROJECT: ALF Vision Referral Program.** This program will provide financial assistance to children in grades K, 3 and 6 determined by the school nurse to be in need of professional eye care and who meet our requirements for financial aid.
- II. **ALF AGREES:**
- A. ALF will ask optometrists and ophthalmologists in the community to provide a free eye examination of the referred needy students.
  - B. ALF will provide, if needed, funds for safety coated lenses and \$30.00 toward frames (parents to carry additional frame expense).
  - C. After receiving names of students needing financial help from school nurse, the DISTRICT will send a letter (Exhibit AA-1) written in English, Spanish, or other primary language of the home, explaining that financial assistance is available. If the parents want assistance they are to return registration form to the DISTRICT within thirty days (Exhibit AA-2). A self-addressed envelope will be enclosed.
  - D. After receiving the registration form from parents, via the DISTRICT, ALF will give parents the name of an eye doctor where they may get an examination and glasses for their child. (Two months time limit or doctor will be re-assigned) (Exhibit B)
  - E. After receiving the registration form from parents, via the DISTRICT, ALF will contact eye care professional giving the name of student being referred by ALF.

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Serving the Communities of:  
Brea, Buena Park, Fullerton, La Habra, Placentia & Yorba Linda

- F. ALF will inform school nurses as to the status of the student's eye care as needed.
- G. ALF shall make financial contributions to this project only as stipulated in the terms of this agreement. All other funds retained by ALF shall remain the sole property of ALF and are in no way committed to any other organization.
- H. At all times during the term of this agreement, ALF shall maintain a policy of general liability insurance, naming DISTRICT as an additional insured, in an amount of not less than \$1,000,000.00 single limit. ALF shall hold harmless, defend and indemnify DISTRICT, its officers, agents, employees and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions (including reasonable attorney's fees) arising from or alleged to have arisen from any acts of omissions of ALF, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. ALF shall provide DISTRICT a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to DISTRICT before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.

III. DISTRICT AGREES:

- A. Within one month of screening by the school nurse, the DISTRICT shall provide to ALF the names and registration forms of students whose parents authorize their referral for further examination.
- B. The DISTRICT shall assume no financial responsibility in connection with this ALF Vision Referral Project.
- C. At all times during the term of this agreement, DISTRICT shall maintain a policy of general liability insurance, naming ALF as an additional insured, in an amount of not less than \$1,000,000.00 single limit. DISTRICT shall hold harmless, defend and indemnify ALF, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions (including reasonable attorney's fees) arising from or alleged to have arisen from any acts of omissions of the DISTRICT, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. DISTRICT shall provide ALF a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to ALF before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.

IV. PHILANTHROPIC PROJECT OPERATION:

- A. The DISTRICT personnel shall be responsible for selecting the students in need of further eye examinations and financial aid for glasses if necessary.

The DISTRICT shall forward these names and registration forms to ALF within one month of vision screening, upon parent request.

- B. After receiving the registration form from parents, via the DISTRICT, ALF will give parents the name of an eye care professional where they may get an examination and glasses for their child (Two months time limit). ALF shall assign doctors and keep school personnel informed of progress.
- C. Financial assistance will not be given to those students covered by insurance or Medi-Cal.
  
- V. **PUBLIC RELATIONS:** ALF shall have sole identification with the vision referral project and have complete control of all publicity releases, brochures and all other written material subject to the District's written approval if District's name is used.
- VI. **EVALUATION:** In consultation with the District, ALF shall evaluate this project at least annually as to the effectiveness of the overall operation.
- VII. **TERM, RENEWAL AND TERMINATION:** The term of this Agreement shall be from September 1, 2008 until May 31, 2009. This Agreement may be renewed annually by mutual written agreement. However, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

---

Date Superintendent of Schools, FSD

---

Date Director, Special Services, FSD

6/07/08 *Deanna Hill*  
Date President, ALF

6-7-08 *Clare Gordon*  
Date Recording Secretary, ALF

6/07/08 *Joan Mansfield*  
Date Vision Screening Chairman, ALF



233 west amerige avenue  
fullerton, california 92832

Phone: 714-526-5124  
Fax: 714-526-7194

*We're About Caring*

**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON  
AND  
FULLERTON SCHOOL DISTRICT**

This AGREEMENT is between ASSISTANCE LEAGUE OF FULLERTON, a chapter of National Assistance League®, hereinafter known as ALF, located at 233 W. Amerige, Fullerton, CA 92832 and The Fullerton School District, hereafter known as THE DISTRICT, located at 1401 Valencia Drive Fullerton, Ca 92833

- I. **PHILANTHROPIC PROJECT:** To provide **vision screening** at no charge to the District for grades K, 3 and 6 through contracted arrangements with the Southern California College of Optometry (SCCO).
  
- II. **ALF AGREES:**
  - A. To schedule the vision screenings in accordance with the availability of the school, members of ALF, and student clinicians and licensed faculty members of SCCO.
  - B. That the ALF vision screening chairman shall be the principal contact with personnel designated by the District.
  - C. To confer, prior to the screening, with the school principal and/or school nurse to discuss the required physical arrangements and to deliver the necessary vision screening cards, and follow-up forms.
  - D. To provide personnel to coordinate the screening teams, record findings, compile data, render reports.
  - E. That the extent of the financial obligations by ALF to this project shall be restricted to the terms as stipulated in this AGREEMENT.
  - F. To provide vision screening sessions in compliance with California Education Code sections CEC 49452 and 49455.
  - G. At all times during the term of this agreement, ALF shall maintain a policy of general liability insurance, naming SCHOOL as an additional insured, in an amount of not less than \$1,000,000.00 single limit. ALF shall hold harmless,

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Serving the Communities of  
Brea, Buena Park, Fullerton, La Habra, Placentia & Yorba Linda

defend and indemnify SCHOOL, its officers, employees and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions including attorney's fees arising from or alleged to have arisen from any acts of omissions of ALF, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. ALF shall provide SCHOOL a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to SCHOOL before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.

**III. DISTRICT AGREES:**

- A. To assign contact persons for ALF vision screening chairman and committee.
- B. To provide the necessary assistance required in the scheduling of the school and in the follow-up procedures.
- C. To provide suitable facilities in each school for the vision screening during school hours.
- D. To provide personnel to schedule and conduct the children to and from the vision screening area and to report further examination findings to parents.
- E. At all times during the term of this agreement, SCHOOL shall maintain a policy of general liability insurance, naming ALF as an additional insured, in an amount of not less than \$1,000,000.00 single limit. SCHOOL shall hold harmless, defend and indemnify ALF, its officers, employees, and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions (including attorney's fees) arising from or alleged to have arisen from any acts of omissions of the SCHOOL, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. SCHOOL shall provide ALF a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to ALF before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.

**IV. PUBLIC RELATIONS:**

- A. ALF retains the right to review and approve all publicity releases which may be issued by DISTRICT regarding ALF and/or its philanthropic projects.
- B. Likewise, DISTRICT retains the right to review and approve all publicity released by ALF regarding this vision screening project.

- V. **EVALUATION:** In consultation with the DISTRICT ALF shall evaluate this project at least annually as to the effectiveness of the overall operation.



CONSENT ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Lourene Happoldt, Director, Student Support Services

**SUBJECT:** **APPROVE 2008/2009 ONGOING REIMBURSEMENTS TO THE PARENTS OF SPECIAL EDUCATION STUDENT (MIS ID #2000-01610) FOR PARENT VENDORED BEHAVIOR SPECIALISTS TO PROVIDE BEHAVIOR THERAPY IN THE SCHOOL/HOME/COMMUNITY SETTING**

Background: This board item is the ongoing result of a Compromise and Release Agreement in which the parent's vendor behavioral support personnel to be in the school/community setting. This is an autistic student receiving services of a psychologist who consults with oversight of the program. The behavioral specialists working with this student have two different rates. The school behavioral specialist is \$44.00/hour and the community behavioral specialist is \$35.00/hour.

Rationale: This consent item is based upon a Due Process decision through a Compromise and Release Agreement.

Funding: Total cost of this reimbursement is not to exceed \$85,145.00 budgeted in Special Services budget 420.

Recommendation: Approve 2008/2009 ongoing reimbursements to the parents of special education student (MIS ID #2000-01610) for parent vendored behavior specialists to provide behavior therapy in the school/community setting.

MD:LH:vr



CONSENT ITEM

**DATE:** June 24, 2008

**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 2008/2009 ONGOING MILEAGE REIMBURSEMENTS TO THE PARENTS OF SPECIAL EDUCATION STUDENTS (MIS ID #2001-00454 and ID #1102-07) FOR TRANSPORTATION TO AND FROM STUDENT'S NONPUBLIC AGENCY DESIGNATED INSTRUCTION AND SERVICES AND/OR NONPUBLIC SCHOOL PLACEMENT**

Background: This board agenda item provides for parent reimbursement of transportation to Designated Instruction and Services and Special Programs (i.e., Speech Therapy and ESY). Under IDEA, 2004 parents qualify to be reimbursed for transportation if the District is unable to provide the transportation. In these cases, students attend a nonpublic school or specific therapies that make it impossible for our transportation to cover their transport.

Rationale: It is fiscally sound for the District to reimburse the parent mileage to these destinations as opposed to higher daily rates charged by the school facilities.

Funding: Total cost of these reimbursements is \$7,775.00 budgeted in account number 514 (Special Services).

Recommendation: Approve 2008/2009 ongoing mileage reimbursements to the parents of special education students (MIS ID #2001-00454 and ID #1102-07) for transportation to and from student's nonpublic agency designated instruction and service and/or nonpublic school placement.

MLD:LH:vr

CONSENT ITEM

**DATE:** June 24, 2008  
**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 A WARRANT FROM DISTRICT 48 (AMERIGE HEIGHTS) NUMBERED 1076 FOR THE 2007/2008 SCHOOL YEAR IN THE AMOUNT OF \$59,945.94

Background: Board approval is requested for a warrant from District 48 (Amerige Heights) numbered 1076 for the 2007/2008 school year. The total amount presented for approval is \$59,945.94. This expenditure is to reimburse District 22 for salaries and other expenses related to CFD 2001-1. The warrant listing is attached.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$59,945.94
Total	<u>\$59,945.94</u>

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

Funding: Funds will be taken from District 48, General Fund (01).

Recommendation: Approve/Ratify warrant from District 48 (Amerige Heights) numbered 1076 for the 2007/2008 school year in the amount of \$59,945.94.

GC:SS:pp  
Attachment

For Ledger 48

For the June 24, 2008 Board Meeting:

The attached represents warrants prepare since the last Board Meeting. Approval is needed to draw warrant number 1076 for a total amount of \$59,945.94.

Dates from: May 17, 2008 through June 2, 2008

Ledger 48:

Fund: 0101	General Fund	<u>\$ 59,945.94</u>
	TOTAL:	<u>\$ 59,945.94</u>

For Ledger 48

For the June 24, 2008 Board Meeting:

The attached represents warrants prepared since the last Board Meeting. Approval is needed to draw warrant number 1076 for a total amount of \$59,945.94.

Dates from: May 17, 2008 through June 2, 2008

Ledger 48:

Fund: 0101 General Fund	<u>\$ 59,945.94</u>
TOTAL:	<u>\$ 59,945.94</u>

FUND: 0101 General

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #	
Fullerton School Dist	V4800010	7699	59,945.94	59,945.94	00001076V4800010	REQUISITION 11. 48 4801681509117699

TOTAL FOR FUND: 0101 General 59,945.94

Object	Object Total
7699	59,945.94

TOTAL FOR FUND: 0101 General 59,945.94

Total Number Of Checks Printed: 1  
 Number Of Void Checks Printed: 0  
 -----  
 Number Of Actual Checks Printed: 1

CONSENT ITEM

**DATE:** June 24, 2008

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

**FROM:** Tony Anderson, Chief Information Officer

**PREPARED BY:** Ted Lai, Coordinator, Educational Technology & Media Services

**SUBJECT:** APPROVE MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR PARTICIPATION IN THE *PICTURE THIS!* GRANT DURING 2008/2009

Background: *Picture This!* is a program funded by a federal grant through the San Diego County Office of Education (SDCOE). The focus of this program is to increase visual literacy and creativity in the classroom through the integration of video production in instruction. Through *Picture This!*, teachers in grades 4-8 are provided with a video camera, tripod, microphone, secure digital (SD) card, and ongoing professional development. Each year of the program culminates in teachers submitting curricular videos to student media festivals around Southern California.

Fullerton School District (FSD) has an opportunity to participate in Year 3 of this program. SDCOE is expanding the program to different areas of CTAP Region 9 including Orange County. In the 2008-2009 school year, *Picture This!* will include 15 teachers from Fullerton School District. These teachers will receive all the equipment, ongoing professional development, and support through SDCOE. Information Services and the ArtsLAB program will partner with SDCOE by providing additional classroom support and monitoring of FSD participants.

Rationale: 21<sup>st</sup> Century Learning skills include creativity, media literacy, and communication. *Picture This!* emphasizes these skills through the creation of curricular digital video projects in the classroom. Through *Picture This!*, FSD participants will receive equipment, training, and stipends to begin integrating digital video projects into the classroom.

Funding: There will be no budgetary impact to the District for participation in the *Picture This!* program. All equipment, stipends, and online training will be funded by SDCOE.

Recommendation: Approve the Memorandum of Understanding with the San Diego County Office of Education for participation in the *Picture This!* grant during 2008/2009.

TA:tl  
Attachment

## AGREEMENT

The purpose of this Agreement is to establish formal agreements among the parties and to set forth the operating conditions that will govern the *Picture This* grant program. This Agreement for grant activities carried out by Fullerton School District as specified in the *Picture This* Program grant is entered into this 30 day of April, 2008 by and between Fullerton School District hereinafter referred to as “**District**”, and San Diego COUNTY Superintendent of Schools, hereinafter referred to as “**COUNTY**”:

### 1.0 PERIOD OF AGREEMENT: INCEPTION AND TERMINATION DATES

Agreement to begin August 20, 2008 and continue through June 30, 2009.

### 2.0 SCOPE OF SERVICES

COUNTY agrees to:

2.1 Provide a comprehensive program of professional development, as outlined in the grant proposal, to include:

- Training specific to the equipment and software participants will use to create videos
- Teacher tools and feedback for students to analyze media critically, use of video equipment, video editing software, and peripheral devices such as microphones

2.2 Create an online community of project educators that provides support resources, collaborative tools, and curriculum resources

2.3 Provide video production equipment kits (Cameras, tripods, and microphones) to each of the 15 participating district middle school teachers. The kits are to become the property of the district.

2.4 County project manager will work with the district to collect and analyze evaluation data on project outcomes. Specific evaluation for this project includes:

- All CST subject area scores for the students of participating teachers. Students are to remain anonymous.
- Student video samples to be evaluated based on a rubric designed to ascertain student visual and performing arts mastery.

2.5 Share annual evaluation reports of program progress and impacts on academic achievement

2.6 Stipends of \$1,130 to be incrementally paid to participating teachers that successfully complete program requirements:

- \$130 for attending a one day introductory training session
- \$500 for completing modules 1-7 of the Online *Picture This* program (includes posting reflections to discussion board and uploading video assignments) by January 30,2009

- \$500 for completing module 8 of the online *Picture This* program and submission of at least 3 student generated videos with accompanying video plan document detailing student areas of academic need addressed by video project(s)

### 3.0 DISTRICT agrees to support COUNTY by doing the following:

- 3.1 Identify a school site lead to serve as a liaison between Picture This program staff and participating teachers as well as ensure that teachers meet program deadlines and requirements outlined in attached participant agreement.
- 3.2 Site lead will facilitate the collection and submission of student and teacher videos to a COUNTY sponsored student video competition program in April of 2009
- 3.3 Provide participating teachers and students with access to a computer for the purpose of editing video. Computers to meet or exceed the following specifications:
  - Apple laptop or desktop with
    - At least 1 Ghz Processor
    - At least 1 GB or RAM
    - At least 80 GB of free hard drive space
    - OS 10.4 or later
    - iMovie HD (version 5) or later
- 3.3 Facilitating access to and the collection of student academic assessment data for the evaluation study, specifically, CST scores for all areas
- 3.4 Providing technical support for equipment provided to the Fullerton School District teachers during the *Picture This* program

### 4.0 TOBACCO-FREE FACILITY

The COUNTY is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of County Office property.

### 5.0 FUND AVAILABILITY

Funding of this Agreement, if funded by the COUNTY, is contingent upon appropriation and availability of funds. Work performed in advance of contract approval shall be done at the sole risk of District.

### 6.0 COMPENSATION/COSTS AND PAYMENT SCHEDULE

COUNTY will incrementally disburse \$1,130 stipends to as many as 15 teachers upon completion of grant requirements, not to exceed \$16,950.00.

### 7.0 RENEWAL TERMS

Contract may be renewed through the mutual written consent of both parties.

### 8.0 CONFIDENTIALITY OF SERVICES OR WORK

Each party acknowledges and agrees that any and all information concerning the *Picture This* is “confidential and proprietary” information. Each party agrees that it will not permit the duplication



use or disclosure of any such confidential and/or proprietary information to any person unless such use is to accomplish the project and for no other purpose.

#### 9.0 OWNERSHIP OF DOCUMENTS OR WORK

Documents, products, and videos developed during the course of work are the property of the COUNTY, and may be used by the district for promotional purposes related to the *Picture This* program. District will provide a written request for use of the property.

#### 10.0 DISTRICT & COUNTY CONTACT PERSONS' NAMES & ADDRESSES

Fullerton Contact: Ted Lai:

SDCOE Contact: BJ Afeman, 6401 Linda Vista Road, San Diego, CA 92111. (858) 569-5488

#### 11.0 TERMINATION

This agreement may be terminated by either party with thirty a (30) day written notice.

#### 12.0 INDEPENDENT CONTRACTOR

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, DISTRICT is acting as an independent contractor and not as an officer, agent, or employee of the COUNTY.

#### 13.0 INDEMNIFICATION

The DISTRICT and COUNTY each agree to indemnify and hold the other, its officers, agents, and employees harmless and against any and all losses, injuries, claims, actions, judgments, liens and expenses (including attorneys' fees and costs) arising out of or in connection with any third party claim as a result of any breach of any of the foregoing representations and warranties.

#### 14.0 WORKERS' COMPENSATION

The DISTRICT shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or DISTRICT shall sign and file on company letterhead stationery with the COUNTY the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

#### 15.0 ASSIGNMENT/SUBCONTRACTING

The DISTRICT shall not assign, transfer, or subcontract by operation of law or otherwise any or all of their rights, burdens, duties, or obligations without the prior written consent of the COUNTY.

16.0 AUDIT

The DISTRICT agrees to maintain and preserve, until three (3) years after termination of the Agreement with the COUNTY and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

17.0 INSURANCE REQUIREMENTS

The DISTRICT shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the Superintendent of Schools from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability Comprehensive form - Products/Completed Operations	Bodily Injury and Property Damage	\$ <u>    N/A    </u> Amount
Auto Liability Comprehensive form - Owned, Nonowned Hired	Bodily Injury and Property Damage Combined	\$ <u>    N/A    </u> Amount

The DISTRICT shall file, with the COUNTY, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

18.0 GOVERNING LAW/VENUE SAN DIEGO

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

19.0 COMPLIANCE WITH LAW

The DISTRICT shall be subject to, and shall comply with, all Federal, State, and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including nondiscrimination.

20.0 FINAL APPROVAL

This Agreement is of no force or effect until approved by signature by the County Superintendent of Schools or his designee, the Assistant Superintendent of Business Services.

21.0 ENTIRE AGREEMENT

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT  
OF SCHOOLS**

**FULLERTON SCHOOL DISTRICT**

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
By (Authorized Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Addendum:**

### Timeline Overview

Dates and deliverables for online continuation of the Picture This program from initial training.

Each module will take approximately one hour to complete. Upon completion of a module, teachers are asked to use/adapt supplied lesson plans in their classroom and participate in an online discussion about the module within a given time frame.

<b>Due Date</b>	<b>Deliverable</b>
End of Day 1 Workshop (9/6/08 Saturday)	Process Video Uploaded DVD Burned Contract Signed Moodle Account and posting on discussion board.
September 5	Login to PT system. Complete Learn This, Check This, and Do This for modules 1(Video in the Classroom), 2 (Pre-Production), and 7(Post-Production).
September 19	Implement Teach This for modules 2 (Pre-Production), and 7(Post-Production).
September 26	Post reflection and upload video for modules 2 (Pre-Production), and 7(Post-Production).
October 3	Login to PT system. Complete Learn This, Check This, and Do This for module 4 (Camera Technique).
October 17	Implement Teach This for module 4 (Camera Technique).
October 31	Post reflection and upload video for module 4 (Camera Technique).
November 7	Login to PT system. Complete Learn This, Check This, and Do This for modules 5 (Lighting) and 6 (Audio).
November 21	Implement Teach This for modules 5 (Lighting) and 6 (Audio).
December 5	Post reflection and upload video for modules 5 (Lighting) and 6 (Audio).
January 9	Login to PT system. Complete Learn This, Check This, and Do This for module 3 (Camera Technology).
January 16	Implement Teach This for module 3 (Camera Technology).
January 30	Post reflection and upload video for module 3 (Camera Technology).
February 6	Login to PT system. Complete Learn This, Check This, and Do This for module 8 (Showcasing).
February 20	Implement Teach This for module 8 (Showcasing).
February 27	Submit copy of invitation to parents for Movie Night
March 13	Check in regarding video project and Movie Night status.
April 3	Check in regarding video project and Movie Night status.
May 1	Post reflection and upload videos from Movie Night.
June	End of project year recap and debrief.

Online Module Content Overview

<b>Month</b>	<b>Module</b>	<b>Rationale</b>
September	1 (Video) 2 (Pre-Production) 7 (Post-Production)	Data and Production – Building the foundational hardware and software skills necessary for video projects while keeping student data as a focal point for the program.
October	4 (Camera Technique)	Camera Technique – Framing, composition, style, and cinematography with the camera.
November	5 (Lighting) 6 (Audio)	Lighting and Audio – Uses of light and sound that are correct and consistent.
January	3 (Camera Technology)	Camera Technology – Working with the manual settings on a camera to optimize for shooting conditions or stylize. <i>**After this module it is expected that teachers and students will begin working on a more challenging project using all of the skills covered to date.**</i>
February	8 (Showcasing)	Showcasing – They’ve probably already shown a few in class videos. This is more about “Movie Night” organization.

# ***Picture This Participation Agreement***

*Picture This* provides the opportunity to create meaningful, curriculum-centered videos with or for your students (and students elsewhere). Teachers selected to be a part of *Picture This* receive the following for use in their classroom:

- A Digital Video Camcorder
- An external microphone for high quality audio in your videos
- A tripod
- Tapes
- \$1,130 Stipend (paid in three increments) for meeting minimum program requirements

In return, the following is expected:

- 1) at least one lesson plan that documents the incorporation of visual and performing arts into your classroom
- 2) video plans for submitted student video projects that indicate specific academic area(s) in need of reinforcement addressed by that project
- 3) regular (at least monthly) communication with *Picture This* program participants and staff via email and online discussions
- 4) attendance at a one day training session
- 5) completion of all eight *Picture This* online training modules
- 6) a minimum of three finished videos facilitated during the 2008-2009 school year, one of which is to be entered in the iVIE Film Festival <http://www.ivieawards.org> in April, 2009; all three videos are to address curriculum standards
- 7) attend end of year debriefing session in June

Failure to comply with any of the above terms may result in termination of this agreement. Upon termination of this agreement, items issued must be returned to the San Diego County Office of Education or a *Picture This* representative.

By signing below, you indicate that you have read, understood, and will adhere to the above listed conditions.

---

Print Name

---

Signature

Date

FULLERTON SCHOOL DISTRICT  
District 22 – Fullerton School District  
District 40 – CFD No. 2000-1 (Van Daele)  
District 48 – CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2a

ACTION ITEM

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent  
Business Services  
**SUBJECT:** HOLD PUBLIC HEARING AND ADOPT 2008/2009 ANNUAL BUDGET – ALL FUNDS

Background: State law requires that the Board of Trustees conduct a Public Hearing of the Proposed Final Budget. The Board is required to adopt a budget by July 1st of each year.

The Board Members are acting as three different entities when adopting the 2008/2009 Budget: (1) as the legislative body of the Fullerton School District identified as District 22; (2) as the legislative body of Community Facilities District No. 2000-01 (Van Daele) identified as District 40; and (3) as the legislative body of Community Facilities District No 2001-1 (Amerige Heights) identified as District 48.

The Board received the Proposed 2008/2009 Budget prior to the Board Meeting and had opportunity to meet with the administration to discuss any areas on which further clarification was needed. Any changes to reflect the State Adopted Budget will be presented in the form of budget resolutions over the coming months and recapped in the First Interim Financial Report to be presented to the Board by December 15, 2008.

Rationale: The State Department of Education requires every school district in the State of California to adopt a budget by July 1<sup>st</sup> of each year.

Funding: Not applicable.

Recommendation: Hold Public Hearing and adopt the 2008/2009 Annual Budget – All Funds.

GC:jw

ACTION ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Rachel Grantham, Financial Analyst

**SUBJECT:** APPROVE LEASE SCHEDULE WITH ACADEMIC CAPITAL GROUP, INC. FOR THE DISTRICT'S APPLE COMPUTERS AND SERVICES DISTRICT-WIDE, AND DELEGATE TO THE SUPERINTENDENT, ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES, DIRECTOR OF BUSINESS SERVICES, AND/OR FINANCIAL ANALYST THE POWER TO NEGOTIATE AND APPROVE TERMS AND CONDITIONS WITH ACADEMIC CAPITAL GROUP, INC. THAT ARE IN THE BEST INTEREST OF THE DISTRICT

Background: The District is continuing the "One to One" Laptop Program as part of the District's support for the concept of 21<sup>st</sup> Century Learning. The District will purchase approximately 800 laptops this upcoming year. In turn, parents whose students are in the program will lease many of these laptops at the District's cost. Categorical funds, donations, and benefactors will pay for the remaining computers. In order to ease the cash-flow impact on parents and the District, the laptops and accompanying services will be financed over a three-year period. Apple has agreed to reduce the cost of the equipment by the same amount as the interest cost of this lease to make it more affordable.

A Master Lease Agreement setting forth the terms and conditions of financing with Academic Capital Group, Inc. was approved by the Board on June 22, 2004.

Rationale: In order to proceed with the Laptop 1:1 Program, which is a part of the District's concept of 21<sup>st</sup> Century Learning, a new lease purchase schedule is required each year to purchase machines for the incoming grades.

Funding: Categorical, Parent Fees, Donations, and General Fund.

Recommendation: Approve Lease Schedule with Academic Capital Group, Inc. for the District's Apple computers and services District-wide, and delegate to the Superintendent, Assistant Superintendent of Business Services, Director of Business Services, and/or Financial Analyst the power to negotiate and approve all terms and conditions with Academic Capital Group, Inc. that are in the best interest of the District.

GC:RG:jw



ACTION ITEM

**DATE:** June 24, 2008  
**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. 07/08-28 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (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 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. 07/08-28 which authorizes and provides for the levying of Special Taxes in CFD No. 2001-1 for Fiscal Year 2008/2009. 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 25 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. 07/08-28 authorizing and providing for the levying of Special Taxes within Community Facilities District 2001-1 (Amerige Heights).

GC:RG:jw  
Attachments

**RESOLUTION NO. 07/08-28**

**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 2008/2009, 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 2008/2009 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 2008/2009 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 24th day of June, 2008

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Lynn Thornley, President  
Board of Trustees

ATTEST:

---

Beverly Berryman, Clerk  
Board of Trustees

State of California            )  
  ) ss  
County of Orange            )

I, Beverly Berryman, 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 24th day of June, 2008.

---

Beverly Berryman, Clerk  
Board of Trustees

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	321	1	16135	25	NA	\$2,208.32
280	321	2	16135	24	NA	\$2,208.32
280	321	3	16135	23	NA	\$2,208.32
280	321	4	16135	22	NA	\$2,208.32
280	321	5	16135	21	NA	\$2,208.32
280	321	6	16135	20	NA	\$2,208.32
280	321	7	16135	19	NA	\$2,208.32
280	321	8	16135	18	NA	\$2,208.32
280	321	9	16135	17	NA	\$2,208.32
280	321	10	16135	16	NA	\$1,943.32
280	321	11	16135	15	NA	\$2,208.32
280	321	12	16135	14	NA	\$2,208.32
280	321	13	16135	13	NA	\$1,943.32
280	321	14	16135	12	NA	\$2,208.32
280	321	15	16135	11	NA	\$2,208.32
280	321	16	16135	10	NA	\$2,208.32
280	321	17	16135	9	NA	\$2,208.32
280	321	18	16135	8	NA	\$1,943.32
280	321	19	16135	7	NA	\$2,208.32
280	321	20	16135	6	NA	\$2,208.32
280	321	21	16135	5	NA	\$2,208.32
280	321	22	16135	4	NA	\$1,943.32
280	321	23	16135	3	NA	\$2,208.32
280	321	24	16135	2	NA	\$2,208.32
280	321	25	16135	1	NA	\$1,943.32
280	321	26	16135	47	NA	\$2,208.32
280	321	27	16135	48	NA	\$2,208.32
280	321	28	16135	49	NA	\$2,208.32
280	321	29	16135	50	NA	\$1,943.32
280	321	30	16135	51	NA	\$2,208.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	321	31	16135	52	NA	\$2,208.32
280	321	32	16135	53	NA	\$2,208.32
280	321	33	16135	54	NA	\$2,208.32
280	321	34	16135	55	NA	\$1,943.32
280	321	35	16135	56	NA	\$2,208.32
280	321	36	16135	57	NA	\$2,208.32
280	321	37	16135	58	NA	\$2,208.32
280	321	38	16135	59	NA	\$1,943.32
280	321	39	16135	60	NA	\$2,208.32
280	321	40	16135	61	NA	\$2,208.32
280	321	41	16135	62	NA	\$2,208.32
280	321	42	16135	63	NA	\$2,208.32
280	321	43	16135	64	NA	\$1,943.32
280	321	44	16135	65	NA	\$2,208.32
280	321	45	16135	66	NA	\$2,208.32
280	321	46	16135	67	NA	\$2,208.32
280	321	47	16135	68	NA	\$2,208.32
280	321	52	16135	A	NA	\$0.00
280	321	53	16135	B	NA	\$0.00
280	321	54	16135	C	NA	\$0.00
280	321	55	16135	D	NA	\$0.00
280	321	56	16135	E	NA	\$0.00
280	321	57	16135	G	NA	\$0.00
280	321	58	16135	F	NA	\$0.00
280	331	1	16135	80	NA	\$2,208.32
280	331	2	16135	79	NA	\$2,208.32
280	331	3	16135	78	NA	\$2,208.32
280	331	4	16135	77	NA	\$2,208.32
280	331	5	16135	76	NA	\$2,208.32
280	331	6	16135	75	NA	\$2,208.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	331	7	16135	74	NA	\$1,943.32
280	331	8	16135	73	NA	\$2,208.32
280	331	9	16135	72	NA	\$2,208.32
280	331	10	16135	71	NA	\$2,208.32
280	331	11	16135	70	NA	\$1,943.32
280	331	12	16135	69	NA	\$2,208.32
280	331	22	16135	95	NA	\$2,208.32
280	331	23	16135	94	NA	\$1,943.32
280	331	24	16135	93	NA	\$2,208.32
280	331	25	16135	92	NA	\$2,208.32
280	331	26	16135	91	NA	\$2,208.32
280	331	27	16135	90	NA	\$2,208.32
280	331	28	16135	89	NA	\$2,208.32
280	331	29	16135	88	NA	\$2,208.32
280	331	30	16135	87	NA	\$2,208.32
280	331	31	16135	86	NA	\$2,208.32
280	331	32	16135	85	NA	\$2,208.32
280	331	33	16135	84	NA	\$2,208.32
280	331	34	16135	83	NA	\$2,208.32
280	331	35	16135	82	NA	\$2,208.32
280	331	36	16135	81	NA	\$1,943.32
280	331	37	16135	102	NA	\$2,208.32
280	331	38	16135	101	NA	\$1,943.32
280	331	39	16135	100	NA	\$2,208.32
280	331	40	16135	99	NA	\$2,208.32
280	331	41	16135	98	NA	\$2,208.32
280	331	42	16135	97	NA	\$2,208.32
280	331	43	16135	96	NA	\$1,943.32
280	331	44	16135	109	NA	\$2,208.32
280	331	45	16135	108	NA	\$2,208.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	331	46	16135	107	NA	\$2,208.32
280	331	47	16135	106	NA	\$2,208.32
280	331	48	16135	105	NA	\$2,208.32
280	331	49	16135	104	NA	\$2,208.32
280	331	50	16135	103	NA	\$1,943.32
280	331	51	16135	26	NA	\$2,208.32
280	331	52	16135	27	NA	\$2,208.32
280	331	53	16135	28	NA	\$2,208.32
280	331	54	16135	29	NA	\$1,943.32
280	331	55	16135	30	NA	\$2,208.32
280	331	56	16135	31	NA	\$2,208.32
280	331	57	16135	32	NA	\$2,208.32
280	331	58	16135	33	NA	\$2,208.32
280	331	59	16135	34	NA	\$2,208.32
280	331	60	16135	35	NA	\$2,208.32
280	331	61	16135	36	NA	\$2,208.32
280	331	62	16135	37	NA	\$2,208.32
280	331	63	16135	38	NA	\$1,943.32
280	331	64	16135	39	NA	\$2,208.32
280	331	65	16135	40	NA	\$2,208.32
280	331	66	16135	41	NA	\$2,208.32
280	331	67	16135	42	NA	\$2,208.32
280	331	68	16135	43	NA	\$2,208.32
280	331	69	16135	44	NA	\$2,208.32
280	331	70	16135	45	NA	\$2,208.32
280	331	71	16135	46	NA	\$1,943.32
280	331	72	16135	K	NA	\$0.00
280	331	73	16135	A	NA	\$0.00
280	331	74	16135	C	NA	\$0.00
280	331	78	16135	B	NA	\$0.00

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	361	1	16136	1	NA	\$2,208.32
280	361	2	16136	2	NA	\$1,943.32
280	361	3	16136	3	NA	\$2,208.32
280	361	4	16136	4	NA	\$2,208.32
280	361	5	16136	5	NA	\$1,943.32
280	361	6	16136	6	NA	\$2,208.32
280	361	7	16136	7	NA	\$2,208.32
280	361	8	16136	8	NA	\$2,208.32
280	361	9	16136	9	NA	\$2,208.32
280	361	10	16136	10	NA	\$2,208.32
280	361	11	16136	11	NA	\$2,208.32
280	361	12	16136	12	NA	\$2,208.32
280	361	13	16136	13	NA	\$2,208.32
280	361	14	16136	14	NA	\$2,208.32
280	361	15	16136	15	NA	\$2,208.32
280	361	16	16136	16	NA	\$2,208.32
280	361	17	16136	17	NA	\$2,208.32
280	361	18	16136	18	NA	\$1,943.32
280	361	19	16136	19	NA	\$2,208.32
280	361	20	16136	20	NA	\$2,208.32
280	361	21	16136	21	NA	\$2,208.32
280	361	22	16136	22	NA	\$1,943.32
280	361	23	16136	23	NA	\$2,208.32
280	361	24	16136	24	NA	\$2,208.32
280	361	25	16136	25	NA	\$1,943.32
280	361	26	16136	26	NA	\$2,208.32
280	361	27	16136	27	NA	\$1,943.32
280	361	39	16136	28	NA	\$2,208.32
280	361	38	16136	29	NA	\$2,208.32
280	361	37	16136	30	NA	\$2,208.32



FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	361	36	16136	31	NA	\$1,943.32
280	361	35	16136	32	NA	\$2,208.32
280	361	34	16136	33	NA	\$2,208.32
280	361	33	16136	34	NA	\$1,943.32
280	361	32	16136	35	NA	\$2,208.32
280	361	31	16136	36	NA	\$2,208.32
280	361	30	16136	37	NA	\$2,208.32
280	361	29	16136	38	NA	\$2,208.32
280	361	28	16136	39	NA	\$2,208.32
280	361	55	16136	40	NA	\$2,208.32
280	361	54	16136	41	NA	\$2,208.32
280	361	53	16136	42	NA	\$2,208.32
280	361	52	16136	43	NA	\$2,208.32
280	361	51	16136	44	NA	\$2,208.32
280	361	50	16136	45	NA	\$2,208.32
280	361	49	16136	46	NA	\$2,208.32
280	361	48	16136	47	NA	\$2,208.32
280	361	47	16136	48	NA	\$2,208.32
280	361	46	16136	49	NA	\$2,208.32
280	361	56	16136	50	NA	\$2,208.32
280	361	57	16136	51	NA	\$2,208.32
280	361	58	16136	52	NA	\$2,208.32
280	361	59	16136	53	NA	\$2,208.32
280	361	60	16136	54	NA	\$1,943.32
280	361	61	16136	55	NA	\$2,208.32
280	361	62	16136	56	NA	\$2,208.32
280	361	40	16136	57	NA	\$2,208.32
280	361	41	16136	58	NA	\$2,208.32
280	361	42	16136	59	NA	\$2,208.32
280	361	43	16136	60	NA	\$2,208.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	361	44	16136	61	NA	\$2,208.32
280	361	45	16136	62	NA	\$1,943.32
280	361	63	16136	A	NA	\$0.00
280	371	1	16137	1	NA	\$2,738.32
280	371	2	16137	2	NA	\$2,429.16
280	371	3	16137	3	NA	\$2,429.16
280	371	4	16137	4	NA	\$2,738.32
280	371	5	16137	5	NA	\$2,738.32
280	371	6	16137	6	NA	\$2,429.16
280	371	7	16137	7	NA	\$2,738.32
280	371	8	16137	8	NA	\$2,429.16
280	371	9	16137	9	NA	\$2,738.32
280	371	10	16137	10	NA	\$2,429.16
280	371	11	16137	11	NA	\$2,429.16
280	371	34	16137	12	NA	\$2,429.16
280	371	35	16137	13	NA	\$2,429.16
280	371	36	16137	14	NA	\$2,429.16
280	371	37	16137	15	NA	\$2,738.32
280	371	38	16137	16	NA	\$2,738.32
280	371	39	16137	17	NA	\$2,738.32
280	371	40	16137	18	NA	\$2,738.32
280	371	41	16137	19	NA	\$2,429.16
280	371	42	16137	20	NA	\$2,429.16
280	371	43	16137	21	NA	\$2,738.32
280	371	44	16137	22	NA	\$2,429.16
280	371	45	16137	23	NA	\$2,429.16
280	371	20	16137	24	NA	\$2,429.16
280	371	21	16137	25	NA	\$2,738.32
280	371	22	16137	26	NA	\$2,429.16
280	371	23	16137	27	NA	\$2,738.32

**FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009**

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	371	24	16137	28	NA	\$2,429.16
280	371	25	16137	29	NA	\$2,429.16
280	371	26	16137	30	NA	\$2,738.32
280	371	27	16137	31	NA	\$2,429.16
280	371	28	16137	32	NA	\$2,738.32
280	371	29	16137	33	NA	\$2,429.16
280	371	30	16137	34	NA	\$2,429.16
280	371	31	16137	35	NA	\$2,738.32
280	371	32	16137	36	NA	\$2,738.32
280	371	33	16137	37	NA	\$2,429.16
280	381	3	16137	38	NA	\$2,429.16
280	381	2	16137	39	NA	\$2,738.32
280	381	1	16137	40	NA	\$2,738.32
280	381	27	16137	41	NA	\$2,429.16
280	381	26	16137	42	NA	\$2,429.16
280	381	25	16137	43	NA	\$2,738.32
280	381	24	16137	44	NA	\$2,429.16
280	381	23	16137	45	NA	\$2,738.32
280	381	22	16137	46	NA	\$2,429.16
280	381	21	16137	47	NA	\$2,738.32
280	381	20	16137	48	NA	\$2,738.32
280	381	19	16137	49	NA	\$2,429.16
280	381	18	16137	50	NA	\$2,738.32
280	381	17	16137	51	NA	\$2,429.16
280	381	16	16137	52	NA	\$2,738.32
280	381	15	16137	53	NA	\$2,429.16
280	381	14	16137	54	NA	\$2,738.32
280	381	13	16137	55	NA	\$2,429.16
280	381	12	16137	56	NA	\$2,738.32
280	381	11	16137	57	NA	\$2,429.16

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COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	381	10	16137	58	NA	\$2,738.32
280	381	9	16137	59	NA	\$2,738.32
280	381	8	16137	60	NA	\$2,429.16
280	381	7	16137	61	NA	\$2,738.32
280	381	6	16137	62	NA	\$2,429.16
280	381	5	16137	63	NA	\$2,429.16
280	381	4	16137	64	NA	\$2,738.32
280	381	41	16137	65	NA	\$2,738.32
280	381	42	16137	66	NA	\$2,429.16
280	381	43	16137	67	NA	\$2,429.16
280	381	44	16137	68	NA	\$2,738.32
280	381	45	16137	69	NA	\$2,738.32
280	381	46	16137	70	NA	\$2,429.16
280	381	47	16137	71	NA	\$2,738.32
280	381	48	16137	72	NA	\$2,429.16
280	381	49	16137	73	NA	\$2,738.32
280	381	50	16137	74	NA	\$2,738.32
280	381	51	16137	75	NA	\$2,429.16
280	381	28	16137	76	NA	\$2,738.32
280	381	29	16137	77	NA	\$2,738.32
280	381	30	16137	78	NA	\$2,429.16
280	381	31	16137	79	NA	\$2,738.32
280	381	32	16137	80	NA	\$2,429.16
280	381	33	16137	81	NA	\$2,738.32
280	381	34	16137	82	NA	\$2,738.32
280	381	35	16137	83	NA	\$2,429.16
280	381	36	16137	84	NA	\$2,429.16
280	381	37	16137	85	NA	\$2,738.32
280	381	38	16137	86	NA	\$2,738.32
280	381	39	16137	87	NA	\$2,429.16

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	381	40	16137	88	NA	\$2,429.16
280	381	59	16137	89	NA	\$2,738.32
280	381	58	16137	90	NA	\$2,429.16
280	381	57	16137	91	NA	\$2,738.32
280	381	56	16137	92	NA	\$2,429.16
280	381	55	16137	93	NA	\$2,429.16
280	381	54	16137	94	NA	\$2,738.32
280	381	53	16137	95	NA	\$2,429.16
280	381	52	16137	96	NA	\$2,738.32
280	371	19	16137	97	NA	\$2,429.16
280	371	18	16137	98	NA	\$2,429.16
280	371	17	16137	99	NA	\$2,738.32
280	371	16	16137	100	NA	\$2,738.32
280	371	15	16137	101	NA	\$2,429.16
280	371	14	16137	102	NA	\$2,738.32
280	371	13	16137	103	NA	\$2,429.16
280	371	12	16137	104	NA	\$2,738.32
280	371	46	16137	A	NA	\$0.00
280	371	48	16137	B	NA	\$0.00
280	371	49	16137	C	NA	\$0.00
280	371	50	16137	D	NA	\$0.00
280	381	60	16137	E	NA	\$0.00
280	381	83	16138	1	NA	\$1,943.32
280	381	82	16138	2	NA	\$1,943.32
280	381	81	16138	3	NA	\$1,943.32
280	381	80	16138	4	NA	\$1,943.32
280	381	79	16138	5	NA	\$1,943.32
280	381	78	16138	6	NA	\$1,943.32
280	381	77	16138	7	NA	\$1,943.32
280	381	76	16138	8	NA	\$1,943.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	381	75	16138	9	NA	\$1,943.32
280	381	74	16138	10	NA	\$1,943.32
280	381	73	16138	11	NA	\$1,943.32
280	381	72	16138	12	NA	\$1,943.32
280	381	71	16138	13	NA	\$1,943.32
280	381	70	16138	14	NA	\$1,943.32
280	381	69	16138	15	NA	\$1,943.32
280	381	67	16138	16	NA	\$1,943.32
280	381	68	16138	17	NA	\$1,943.32
280	351	36	16138	18	NA	\$1,943.32
280	351	37	16138	19	NA	\$1,943.32
280	351	35	16138	20	NA	\$1,943.32
280	351	34	16138	21	NA	\$1,943.32
280	351	33	16138	22	NA	\$1,943.32
280	351	32	16138	23	NA	\$1,943.32
280	351	31	16138	24	NA	\$1,943.32
280	351	30	16138	25	NA	\$1,943.32
280	351	29	16138	26	NA	\$1,943.32
280	351	28	16138	27	NA	\$1,943.32
280	351	27	16138	28	NA	\$1,943.32
280	351	26	16138	29	NA	\$1,943.32
280	351	25	16138	30	NA	\$1,943.32
280	351	24	16138	31	NA	\$1,943.32
280	351	23	16138	32	NA	\$1,943.32
280	351	22	16138	33	NA	\$1,943.32
280	351	21	16138	34	NA	\$1,943.32
280	351	52	16138	35	NA	\$1,943.32
280	351	53	16138	36	NA	\$1,943.32
280	351	54	16138	37	NA	\$1,943.32
280	351	55	16138	38	NA	\$1,943.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	351	51	16138	39	NA	\$1,943.32
280	351	50	16138	40	NA	\$1,943.32
280	351	49	16138	41	NA	\$1,943.32
280	351	48	16138	42	NA	\$1,943.32
280	351	47	16138	43	NA	\$1,943.32
280	351	46	16138	44	NA	\$1,943.32
280	351	45	16138	45	NA	\$1,943.32
280	351	44	16138	46	NA	\$1,943.32
280	351	43	16138	47	NA	\$1,943.32
280	351	42	16138	48	NA	\$1,943.32
280	351	41	16138	49	NA	\$1,943.32
280	351	40	16138	50	NA	\$1,943.32
280	351	38	16138	51	NA	\$1,943.32
280	351	39	16138	52	NA	\$1,943.32
280	351	68	16138	53	NA	\$1,943.32
280	351	69	16138	54	NA	\$1,943.32
280	351	67	16138	55	NA	\$1,943.32
280	351	66	16138	56	NA	\$1,943.32
280	351	65	16138	57	NA	\$1,943.32
280	351	64	16138	58	NA	\$1,943.32
280	351	63	16138	59	NA	\$1,943.32
280	351	62	16138	60	NA	\$1,943.32
280	351	61	16138	61	NA	\$1,943.32
280	351	60	16138	62	NA	\$1,943.32
280	351	59	16138	63	NA	\$1,943.32
280	351	58	16138	64	NA	\$1,943.32
280	351	57	16138	65	NA	\$1,943.32
280	351	56	16138	66	NA	\$1,943.32
280	351	87	16138	67	NA	\$1,943.32
280	351	86	16138	68	NA	\$2,208.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	351	85	16138	69	NA	\$1,943.32
280	351	84	16138	70	NA	\$2,208.32
280	351	83	16138	71	NA	\$1,943.32
280	351	82	16138	72	NA	\$2,208.32
280	351	81	16138	73	NA	\$1,943.32
280	351	80	16138	74	NA	\$2,208.32
280	351	79	16138	75	NA	\$1,943.32
280	351	78	16138	76	NA	\$2,208.32
280	351	77	16138	77	NA	\$1,943.32
280	351	76	16138	78	NA	\$2,208.32
280	351	75	16138	79	NA	\$1,943.32
280	351	74	16138	80	NA	\$2,208.32
280	351	73	16138	81	NA	\$1,943.32
280	351	72	16138	82	NA	\$2,208.32
280	351	71	16138	83	NA	\$1,943.32
280	351	70	16138	84	NA	\$2,208.32
280	381	84	16138	A	NA	\$0.00
280	381	86	16138	B	NA	\$0.00
280	341	55	16139	1	NA	\$1,943.32
280	341	56	16139	2	NA	\$1,943.32
280	341	57	16139	3	NA	\$1,612.08
280	341	58	16139	4	NA	\$1,943.32
280	341	59	16139	5	NA	\$1,943.32
280	341	60	16139	6	NA	\$1,943.32
280	421	24	16139	7	NA	\$1,943.32
280	421	23	16139	8	NA	\$1,943.32
280	421	22	16139	9	NA	\$1,612.08
280	421	21	16139	10	NA	\$1,943.32
280	421	20	16139	11	NA	\$1,943.32
280	421	19	16139	12	NA	\$1,943.32



FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	421	18	16139	13	NA	\$1,943.32
280	421	17	16139	14	NA	\$1,943.32
280	421	16	16139	15	NA	\$1,943.32
280	421	15	16139	16	NA	\$1,612.08
280	341	61	16139	17	NA	\$1,943.32
280	341	62	16139	18	NA	\$1,612.08
280	341	63	16139	19	NA	\$1,943.32
280	341	64	16139	20	NA	\$1,943.32
280	341	65	16139	21	NA	\$1,612.08
280	341	66	16139	22	NA	\$1,612.08
280	341	67	16139	23	NA	\$1,943.32
280	341	68	16139	24	NA	\$1,612.08
280	341	69	16139	25	NA	\$1,943.32
280	341	70	16139	26	NA	\$1,612.08
280	341	71	16139	27	NA	\$1,943.32
280	341	72	16139	28	NA	\$1,943.32
280	341	73	16139	29	NA	\$1,943.32
280	341	74	16139	30	NA	\$1,943.32
280	341	75	16139	31	NA	\$1,612.08
280	341	76	16139	32	NA	\$1,943.32
280	341	77	16139	33	NA	\$1,943.32
280	341	78	16139	34	NA	\$1,943.32
280	341	79	16139	35	NA	\$1,612.08
280	341	80	16139	36	NA	\$1,943.32
280	341	81	16139	37	NA	\$1,612.08
280	341	82	16139	38	NA	\$1,943.32
280	421	6	16139	39	NA	\$1,943.32
280	421	7	16139	40	NA	\$1,612.08
280	421	8	16139	41	NA	\$1,943.32
280	421	9	16139	42	NA	\$1,943.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	421	5	16139	43	NA	\$1,943.32
280	421	4	16139	44	NA	\$1,943.32
280	421	3	16139	45	NA	\$1,612.08
280	421	2	16139	46	NA	\$1,943.32
280	421	1	16139	47	NA	\$1,943.32
280	421	14	16139	48	NA	\$1,612.08
280	421	13	16139	49	NA	\$1,943.32
280	421	12	16139	50	NA	\$1,943.32
280	421	11	16139	51	NA	\$1,943.32
280	421	10	16139	52	NA	\$1,943.32
280	421	52	16139	53	NA	\$1,943.32
280	421	51	16139	54	NA	\$1,943.32
280	421	50	16139	55	NA	\$1,943.32
280	421	49	16139	56	NA	\$1,943.32
280	421	48	16139	57	NA	\$1,612.08
280	421	47	16139	58	NA	\$1,943.32
280	421	46	16139	59	NA	\$1,943.32
280	421	45	16139	60	NA	\$1,612.08
280	421	44	16139	61	NA	\$1,943.32
280	421	43	16139	62	NA	\$1,943.32
280	421	42	16139	63	NA	\$1,943.32
280	421	41	16139	64	NA	\$1,943.32
280	421	40	16139	65	NA	\$1,943.32
280	421	39	16139	66	NA	\$1,612.08
280	421	38	16139	67	NA	\$1,943.32
280	421	37	16139	68	NA	\$1,612.08
280	421	36	16139	69	NA	\$1,943.32
280	421	35	16139	70	NA	\$1,943.32
280	421	34	16139	71	NA	\$1,612.08
280	421	33	16139	72	NA	\$1,943.32

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	421	32	16139	73	NA	\$1,943.32
280	421	31	16139	74	NA	\$1,943.32
280	421	30	16139	75	NA	\$1,612.08
280	421	29	16139	76	NA	\$1,943.32
280	421	28	16139	77	NA	\$1,943.32
280	421	25	16139	78	NA	\$1,943.32
280	421	26	16139	79	NA	\$1,943.32
280	421	27	16139	80	NA	\$1,612.08
280	421	57	16139	G	NA	\$0.00
280	421	58	16139	H	NA	\$0.00
280	401	25	16140	1	NA	\$2,738.32
280	401	24	16140	2	NA	\$2,429.16
280	401	23	16140	3	NA	\$2,738.32
280	401	22	16140	4	NA	\$2,429.16
280	401	21	16140	5	NA	\$2,738.32
280	401	20	16140	6	NA	\$2,208.32
280	401	19	16140	7	NA	\$2,429.16
280	401	18	16140	8	NA	\$2,738.32
280	401	17	16140	9	NA	\$2,208.32
280	401	16	16140	10	NA	\$2,738.32
280	401	15	16140	11	NA	\$2,429.16
280	401	14	16140	12	NA	\$2,738.32
280	401	13	16140	13	NA	\$2,738.32
280	401	12	16140	14	NA	\$2,208.32
280	401	11	16140	15	NA	\$2,738.32
280	401	10	16140	16	NA	\$2,738.32
280	401	9	16140	17	NA	\$2,429.16
280	401	8	16140	18	NA	\$2,208.32
280	401	7	16140	19	NA	\$2,738.32
280	401	6	16140	20	NA	\$2,208.32

**FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009**

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	401	5	16140	21	NA	\$2,738.32
280	401	4	16140	22	NA	\$2,208.32
280	401	3	16140	23	NA	\$2,429.16
280	401	2	16140	24	NA	\$2,208.32
280	401	1	16140	25	NA	\$2,738.32
280	391	1	16140	26	NA	\$2,208.32
280	391	2	16140	27	NA	\$2,738.32
280	391	3	16140	28	NA	\$2,429.16
280	391	4	16140	29	NA	\$2,208.32
280	391	5	16140	30	NA	\$2,738.32
280	391	6	16140	31	NA	\$2,429.16
280	391	7	16140	32	NA	\$2,208.32
280	391	8	16140	33	NA	\$2,738.32
280	391	9	16140	34	NA	\$2,738.32
280	391	10	16140	35	NA	\$2,429.16
280	391	11	16140	36	NA	\$2,738.32
280	391	12	16140	37	NA	\$2,208.32
280	391	13	16140	38	NA	\$2,429.16
280	391	14	16140	39	NA	\$2,738.32
280	391	15	16140	40	NA	\$2,429.16
280	391	16	16140	41	NA	\$2,738.32
280	391	17	16140	42	NA	\$2,429.16
280	391	18	16140	43	NA	\$2,738.32
280	401	63	16140	44	NA	\$2,208.32
280	401	62	16140	45	NA	\$2,429.16
280	401	61	16140	46	NA	\$2,738.32
280	401	60	16140	47	NA	\$2,429.16
280	401	59	16140	48	NA	\$2,208.32
280	401	58	16140	49	NA	\$2,208.32
280	401	57	16140	50	NA	\$2,429.16

FULLERTON SCHOOL DISTRICT  
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SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	401	56	16140	51	NA	\$2,208.32
280	401	55	16140	52	NA	\$2,208.32
280	401	54	16140	53	NA	\$2,738.32
280	401	53	16140	54	NA	\$2,208.32
280	401	52	16140	55	NA	\$2,208.32
280	401	51	16140	56	NA	\$2,429.16
280	401	50	16140	57	NA	\$2,738.32
280	401	49	16140	58	NA	\$2,429.16
280	401	48	16140	59	NA	\$2,738.32
280	401	47	16140	60	NA	\$2,429.16
280	401	46	16140	61	NA	\$2,738.32
280	401	45	16140	62	NA	\$2,738.32
280	401	44	16140	63	NA	\$2,738.32
280	401	43	16140	64	NA	\$2,429.16
280	401	42	16140	65	NA	\$2,738.32
280	401	41	16140	66	NA	\$2,429.16
280	401	40	16140	67	NA	\$2,738.32
280	401	39	16140	68	NA	\$2,208.32
280	401	37	16140	69	NA	\$2,738.32
280	401	38	16140	70	NA	\$2,208.32
280	401	36	16140	71	NA	\$2,738.32
280	401	35	16140	72	NA	\$2,429.16
280	401	34	16140	73	NA	\$2,208.32
280	401	33	16140	74	NA	\$2,738.32
280	401	32	16140	75	NA	\$2,429.16
280	401	31	16140	76	NA	\$2,208.32
280	401	30	16140	77	NA	\$2,738.32
280	401	29	16140	78	NA	\$2,208.32
280	401	28	16140	79	NA	\$2,738.32
280	401	27	16140	80	NA	\$2,429.16

**FULLERTON SCHOOL DISTRICT  
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SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009**

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	401	26	16140	81	NA	\$2,208.32
280	391	19	16140	A	NA	\$0.00
280	401	70	16140	A	NA	\$0.00
280	401	65	16140	C	NA	\$0.00
280	401	69	16140	B	NA	\$0.00
280	391	72	16143	1	NA	\$1,612.08
280	391	71	16143	2	NA	\$1,612.08
280	391	70	16143	3	NA	\$1,192.50
280	391	69	16143	4	NA	\$1,612.08
280	391	68	16143	5	NA	\$1,612.08
280	391	67	16143	6	NA	\$1,612.08
280	391	66	16143	7	NA	\$1,192.50
280	391	65	16143	8	NA	\$1,612.08
280	391	64	16143	9	NA	\$1,192.50
280	391	63	16143	10	NA	\$1,612.08
280	391	62	16143	11	NA	\$1,612.08
280	391	61	16143	12	NA	\$1,612.08
280	391	60	16143	13	NA	\$1,192.50
280	391	59	16143	14	NA	\$1,612.08
280	391	58	16143	15	NA	\$1,612.08
280	391	73	16143	A	NA	\$0.00
280	391	74	16143	E	NA	\$0.00
280	391	75	16143	J	NA	\$0.00
280	391	76	16143	B	NA	\$0.00
280	391	77	16143	F	NA	\$0.00
280	391	78	16143	K	NA	\$0.00
280	401	71	16143	16	NA	\$1,612.08
280	401	72	16143	17	NA	\$1,612.08
280	401	73	16143	18	NA	\$1,192.50
280	401	74	16143	19	NA	\$1,612.08

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	401	75	16143	20	NA	\$1,612.08
280	401	76	16143	21	NA	\$1,192.50
280	401	77	16143	22	NA	\$1,612.08
280	401	78	16143	23	NA	\$1,612.08
280	401	79	16143	24	NA	\$1,612.08
280	401	80	16143	25	NA	\$1,612.08
280	401	81	16143	26	NA	\$1,612.08
280	401	82	16143	27	NA	\$1,612.08
280	401	83	16143	28	NA	\$1,192.50
280	401	84	16143	29	NA	\$1,612.08
280	401	85	16143	30	NA	\$1,612.08
280	401	86	16143	31	NA	\$1,192.50
280	401	87	16143	32	NA	\$1,612.08
280	401	88	16143	33	NA	\$1,612.08
280	401	89	16143	34	NA	\$1,612.08
280	401	97	16143	I	NA	\$0.00
280	401	96	16143	N	NA	\$0.00
280	401	95	16143	C	NA	\$0.00
280	401	94	16143	G	NA	\$0.00
280	401	93	16143	L	NA	\$0.00
280	401	92	16143	D	NA	\$0.00
280	401	91	16143	M	NA	\$0.00
280	401	90	16143	H	NA	\$0.00
280	331	13	16205	9	NA	\$2,208.32
280	331	14	16205	8	NA	\$2,208.32
280	331	15	16205	7	NA	\$2,208.32
280	331	16	16205	6	NA	\$2,208.32
280	331	17	16205	5	NA	\$2,208.32
280	331	18	16205	4	NA	\$2,208.32
280	331	19	16205	3	NA	\$2,208.32

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SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	331	20	16205	2	NA	\$2,208.32
280	331	21	16205	1	NA	\$2,208.32
280	321	48	16206	1	NA	\$2,208.32
280	321	49	16206	2	NA	\$2,208.32
280	321	50	16206	3	NA	\$2,208.32
280	321	51	16206	A	NA	\$0.00
280	351	17	16207	1	NA	\$1,943.32
280	351	16	16207	2	NA	\$2,208.32
280	351	15	16207	3	NA	\$2,208.32
280	351	14	16207	4	NA	\$2,208.32
280	351	13	16207	5	NA	\$2,208.32
280	351	12	16207	6	NA	\$2,208.32
280	351	11	16207	7	NA	\$2,208.32
280	351	10	16207	8	NA	\$2,208.32
280	351	9	16207	9	NA	\$2,208.32
280	351	8	16207	10	NA	\$2,208.32
280	351	7	16207	11	NA	\$2,208.32
280	351	6	16207	12	NA	\$2,208.32
280	351	5	16207	13	NA	\$2,208.32
280	351	4	16207	14	NA	\$2,208.32
280	351	3	16207	15	NA	\$2,208.32
280	351	2	16207	16	NA	\$2,208.32
280	351	1	16207	17	NA	\$2,208.32
280	341	1	16220	1	NA	\$1,612.08
280	341	2	16220	2	NA	\$1,943.32
280	341	3	16220	3	NA	\$1,943.32
280	341	4	16220	4	NA	\$1,943.32
280	341	5	16220	5	NA	\$1,943.32
280	341	6	16220	6	NA	\$1,943.32
280	341	7	16220	7	NA	\$1,943.32



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SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	341	8	16220	8	NA	\$1,943.32
280	341	9	16220	9	NA	\$1,612.08
280	341	10	16220	10	NA	\$1,943.32
280	341	11	16220	11	NA	\$1,943.32
280	341	12	16220	12	NA	\$1,943.32
280	341	13	16220	13	NA	\$1,943.32
280	341	14	16220	14	NA	\$1,943.32
280	341	15	16220	15	NA	\$1,612.08
280	341	16	16220	16	NA	\$1,943.32
280	341	17	16220	17	NA	\$1,943.32
280	341	18	16220	18	NA	\$1,943.32
280	341	19	16220	19	NA	\$1,612.08
280	341	20	16220	20	NA	\$1,943.32
280	341	21	16220	21	NA	\$1,943.32
280	341	22	16220	22	NA	\$1,612.08
280	341	23	16220	23	NA	\$1,943.32
280	341	24	16220	24	NA	\$1,943.32
280	341	25	16220	25	NA	\$1,943.32
280	341	26	16220	26	NA	\$1,612.08
280	341	27	16220	27	NA	\$1,943.32
280	341	28	16220	28	NA	\$1,943.32
280	341	29	16220	29	NA	\$1,612.08
280	341	30	16220	30	NA	\$1,943.32
280	341	31	16220	31	NA	\$1,943.32
280	341	32	16220	32	NA	\$1,943.32
280	341	33	16220	33	NA	\$1,943.32
280	341	34	16220	34	NA	\$1,612.08
280	341	35	16220	35	NA	\$1,943.32
280	341	36	16220	36	NA	\$1,943.32
280	341	37	16220	37	NA	\$1,943.32

FULLERTON SCHOOL DISTRICT  
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SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	341	38	16220	38	NA	\$1,943.32
280	341	39	16220	39	NA	\$1,943.32
280	341	40	16220	40	NA	\$1,612.08
280	341	41	16220	41	NA	\$1,943.32
280	341	42	16220	42	NA	\$1,943.32
280	341	43	16220	43	NA	\$1,943.32
280	341	44	16220	44	NA	\$1,943.32
280	341	45	16220	45	NA	\$1,943.32
936	24	533	16281	1	1	\$1,060.00
936	24	534	16281	2	1	\$1,060.00
936	24	535	16821	3	1	\$1,060.00
936	24	536	16281	4	1	\$1,060.00
936	24	537	16281	5	1	\$1,060.00
936	24	538	16281	6	1	\$1,060.00
936	24	539	16281	7	2	\$1,060.00
936	24	540	16281	8	2	\$1,060.00
936	24	541	16281	9	2	\$1,060.00
936	24	542	16281	10	2	\$1,060.00
936	24	419	16281	11	3	\$1,060.00
936	24	420	16281	12	3	\$1,060.00
936	24	421	16281	13	3	\$1,060.00
936	24	422	16281	14	3	\$1,060.00
936	24	423	16281	15	3	\$1,060.00
936	24	424	16281	16	3	\$1,060.00
936	24	425	16281	17	4	\$1,060.00
936	24	426	16281	18	4	\$1,060.00
936	24	427	16281	19	4	\$1,060.00
936	24	428	16281	20	4	\$1,060.00
936	24	429	16281	21	4	\$1,060.00
936	24	430	16281	22	4	\$1,060.00

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	431	16281	23	5	\$1,060.00
936	24	432	16281	24	5	\$1,060.00
936	24	433	16281	25	5	\$1,060.00
936	24	434	16281	26	5	\$1,060.00
936	24	435	16281	27	5	\$1,060.00
936	24	436	16281	28	5	\$1,060.00
936	24	437	16281	29	6	\$1,060.00
936	24	438	16281	30	6	\$1,060.00
936	24	439	16281	31	6	\$1,060.00
936	24	440	16281	32	6	\$1,060.00
936	24	441	16281	33	6	\$1,060.00
936	24	442	16281	34	6	\$1,060.00
936	24	403	16281	35	7	\$1,060.00
936	24	404	16281	36	7	\$1,060.00
936	24	405	16281	37	7	\$1,060.00
936	24	406	16281	38	7	\$1,060.00
936	24	407	16281	39	7	\$1,060.00
936	24	408	16281	40	7	\$1,060.00
936	24	409	16281	41	8	\$1,060.00
936	24	410	16281	42	8	\$1,060.00
936	24	411	16281	43	8	\$1,060.00
936	24	412	16281	44	8	\$1,060.00
936	24	413	16281	45	8	\$1,060.00
936	24	414	16281	46	8	\$1,060.00
936	24	543	16281	47	9	\$1,060.00
936	24	544	16281	48	9	\$1,060.00
936	24	545	16281	49	9	\$1,060.00
936	24	546	16281	50	9	\$1,060.00
936	24	547	16281	51	9	\$1,060.00
936	24	548	16281	52	9	\$1,060.00

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	549	16281	53	9	\$1,060.00
936	24	550	16281	54	9	\$1,060.00
936	24	551	16281	55	9	\$1,060.00
936	24	552	16281	56	9	\$1,060.00
936	24	443	16281	57	10	\$1,060.00
936	24	444	16281	58	10	\$1,060.00
936	24	445	16281	59	10	\$1,060.00
936	24	446	16281	60	10	\$1,060.00
936	24	447	16281	61	11	\$1,060.00
936	24	448	16281	62	11	\$1,060.00
936	24	449	16281	63	11	\$1,060.00
936	24	450	16281	64	11	\$1,060.00
936	24	451	16281	65	11	\$1,060.00
936	24	452	16281	66	11	\$1,060.00
936	24	415	16281	67	12	\$1,060.00
936	24	416	16281	68	12	\$1,060.00
936	24	417	16281	69	12	\$1,060.00
936	24	418	16281	70	12	\$1,060.00
936	24	272	16281	71	13	\$1,060.00
936	24	273	16281	72	13	\$1,060.00
936	24	274	16281	73	13	\$1,060.00
936	24	275	16281	74	13	\$1,060.00
936	24	276	16281	75	14	\$1,060.00
936	24	277	16281	76	14	\$1,060.00
936	24	278	16281	77	14	\$1,060.00
936	24	279	16281	78	14	\$1,060.00
936	24	280	16281	79	15	\$1,060.00
936	24	281	16281	80	15	\$1,060.00
936	24	282	16281	81	15	\$1,060.00
936	24	283	16281	82	15	\$1,060.00

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	284	16281	83	15	\$1,060.00
936	24	285	16281	84	15	\$1,060.00
936	24	286	16281	85	16	\$1,060.00
936	24	287	16281	86	16	\$1,060.00
936	24	288	16281	87	16	\$1,060.00
936	24	289	16281	88	16	\$1,060.00
936	24	290	16281	89	16	\$1,060.00
936	24	291	16281	90	16	\$1,060.00
936	24	292	16281	91	16	\$1,060.00
936	24	293	16281	92	16	\$1,060.00
936	24	294	16281	93	16	\$1,060.00
936	24	295	16281	94	16	\$1,060.00
936	24	296	16281	95	7	\$1,060.00
936	24	297	16281	96	7	\$1,060.00
936	24	298	16281	97	7	\$1,060.00
936	24	299	16281	98	7	\$1,060.00
936	24	300	16281	99	8	\$1,060.00
936	24	301	16281	100	8	\$1,060.00
936	24	302	16281	101	8	\$1,060.00
936	24	303	16281	102	8	\$1,060.00
936	24	304	16281	103	9	\$1,060.00
936	24	305	16281	104	9	\$1,060.00
936	24	306	16281	105	9	\$1,060.00
936	24	307	16281	106	9	\$1,060.00
936	24	308	16281	107	10	\$1,060.00
936	24	309	16281	108	10	\$1,060.00
936	24	310	16281	109	10	\$1,060.00
936	24	311	16281	110	10	\$1,060.00
936	24	312	16281	111	11	\$1,060.00
936	24	313	16281	112	11	\$1,060.00

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BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	314	16281	113	11	\$1,060.00
936	24	315	16281	114	11	\$1,060.00
936	24	352	16281	115	12	\$1,060.00
936	24	353	16281	116	12	\$1,060.00
936	24	354	16281	117	12	\$1,060.00
936	24	355	16281	118	12	\$1,060.00
936	24	356	16281	119	13	\$1,060.00
936	24	357	16281	120	13	\$1,060.00
936	24	358	16281	121	13	\$1,060.00
936	24	359	16281	122	13	\$1,060.00
936	24	486	16281	123	1	\$1,060.00
936	24	487	16281	124	1	\$1,060.00
936	24	488	16281	125	1	\$1,060.00
936	24	489	16281	126	1	\$1,060.00
936	24	490	16281	127	2	\$1,060.00
936	24	491	16281	128	2	\$1,060.00
936	24	492	16281	129	2	\$1,060.00
936	24	493	16281	130	2	\$1,060.00
936	24	316	16281	131	3	\$1,060.00
936	24	317	16281	132	3	\$1,060.00
936	24	318	16281	133	3	\$1,060.00
936	24	319	16281	134	3	\$1,060.00
936	24	320	16281	135	4	\$1,060.00
936	24	321	16281	136	4	\$1,060.00
936	24	322	16281	137	4	\$1,060.00
936	24	323	16281	138	4	\$1,060.00
936	24	360	16281	139	5	\$1,060.00
936	24	361	16281	140	5	\$1,060.00
936	24	362	16281	141	5	\$1,060.00
936	24	363	16281	142	5	\$1,060.00

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BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	364	16281	143	6	\$1,060.00
936	24	365	16281	144	6	\$1,060.00
936	24	366	16281	145	6	\$1,060.00
936	24	367	16281	146	6	\$1,060.00
936	24	324	16281	147	1	\$1,060.00
936	24	325	16281	148	1	\$1,060.00
936	24	326	16281	149	1	\$1,060.00
936	24	327	16281	150	1	\$1,060.00
936	24	328	16281	151	1	\$1,060.00
936	24	329	16281	152	1	\$1,060.00
936	24	330	16281	153	1	\$1,060.00
936	24	380	16281	154	5	\$1,060.00
936	24	381	16281	155	5	\$1,060.00
936	24	382	16281	156	5	\$1,060.00
936	24	383	16281	157	5	\$1,060.00
936	24	384	16281	158	5	\$1,060.00
936	24	385	16281	159	5	\$1,060.00
936	24	386	16281	160	5	\$1,060.00
936	24	331	16281	161	2	\$1,060.00
936	24	332	16281	162	2	\$1,060.00
936	24	333	16281	163	2	\$1,060.00
936	24	334	16281	164	2	\$1,060.00
936	24	335	16281	165	2	\$1,060.00
936	24	336	16281	166	2	\$1,060.00
936	24	337	16281	167	2	\$1,060.00
936	24	387	16281	168	6	\$1,060.00
936	24	388	16281	169	6	\$1,060.00
936	24	389	16281	170	6	\$1,060.00
936	24	390	16281	171	6	\$1,060.00
936	24	391	16281	172	6	\$1,060.00

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	392	16281	173	6	\$1,060.00
936	24	393	16281	174	6	\$1,060.00
936	24	338	16281	175	3	\$1,060.00
936	24	339	16281	176	3	\$1,060.00
936	24	340	16281	177	3	\$1,060.00
936	24	341	16281	178	3	\$1,060.00
936	24	342	16281	179	3	\$1,060.00
936	24	343	16281	180	3	\$1,060.00
936	24	344	16281	181	3	\$1,060.00
936	24	394	16281	182	7	\$1,060.00
936	24	395	16281	183	7	\$1,060.00
936	24	396	16281	184	7	\$1,060.00
936	24	397	16281	185	7	\$1,060.00
936	24	398	16281	186	7	\$1,060.00
936	24	345	16281	187	4	\$1,060.00
936	24	346	16281	188	4	\$1,060.00
936	24	347	16281	189	4	\$1,060.00
936	24	348	16281	190	4	\$1,060.00
936	24	349	16281	191	4	\$1,060.00
936	24	350	16281	192	4	\$1,060.00
936	24	351	16281	193	4	\$1,060.00
936	24	453	16281	194	8	\$1,060.00
936	24	454	16281	195	8	\$1,060.00
936	24	455	16281	196	8	\$1,060.00
936	24	456	16281	197	8	\$1,060.00
936	24	457	16281	198	11	\$1,060.00
936	24	458	16281	199	11	\$1,060.00
936	24	459	16281	200	11	\$1,060.00
936	24	460	16281	201	11	\$1,060.00
936	24	471	16281	202	12	\$1,060.00



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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	472	16281	203	12	\$1,060.00
936	24	473	16281	204	12	\$1,060.00
936	24	474	16281	205	12	\$1,060.00
936	24	475	16281	206	12	\$1,060.00
936	24	476	16281	207	13	\$1,060.00
936	24	477	16281	208	13	\$1,060.00
936	24	478	16281	209	13	\$1,060.00
936	24	479	16281	210	13	\$1,060.00
936	24	480	16281	211	13	\$1,060.00
936	24	481	16281	212	14	\$1,060.00
936	24	482	16281	213	14	\$1,060.00
936	24	483	16281	214	14	\$1,060.00
936	24	484	16281	215	14	\$1,060.00
936	24	485	16281	216	14	\$1,060.00
936	24	461	16281	217	9	\$1,060.00
936	24	462	16281	218	9	\$1,060.00
936	24	463	16281	219	9	\$1,060.00
936	24	464	16281	220	9	\$1,060.00
936	24	465	16281	221	9	\$1,060.00
936	24	466	16281	222	10	\$1,060.00
936	24	467	16281	223	10	\$1,060.00
936	24	468	16281	224	10	\$1,060.00
936	24	469	16281	225	10	\$1,060.00
936	24	470	16281	226	10	\$1,060.00
936	24	368	16281	227	14	\$1,060.00
936	24	369	16281	228	14	\$1,060.00
936	24	370	16281	229	14	\$1,060.00
936	24	371	16281	230	15	\$1,060.00
936	24	372	16281	231	15	\$1,060.00
936	24	373	16281	232	15	\$1,060.00

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	374	16281	233	16	\$1,060.00
936	24	375	16281	234	16	\$1,060.00
936	24	376	16281	235	16	\$1,060.00
936	24	377	16281	236	17	\$1,060.00
936	24	378	16281	237	17	\$1,060.00
936	24	379	16281	238	17	\$1,060.00
936	24	506	16281	239	18	\$1,060.00
936	24	507	16281	240	18	\$1,060.00
936	24	508	16281	241	18	\$1,060.00
936	24	509	16281	242	19	\$1,060.00
936	24	510	16281	243	19	\$1,060.00
936	24	511	16281	244	19	\$1,060.00
936	24	512	16281	245	20	\$1,060.00
936	24	513	16281	246	20	\$1,060.00
936	24	514	16281	247	20	\$1,060.00
936	24	494	16281	248	21	\$1,060.00
936	24	495	16281	249	21	\$1,060.00
936	24	496	16281	250	21	\$1,060.00
936	24	497	16281	251	22	\$1,060.00
936	24	498	16281	252	22	\$1,060.00
936	24	499	16281	253	22	\$1,060.00
936	24	500	16281	254	23	\$1,060.00
936	24	501	16281	255	23	\$1,060.00
936	24	502	16281	256	23	\$1,060.00
936	24	503	16281	257	24	\$1,060.00
936	24	504	16281	258	24	\$1,060.00
936	24	505	16281	259	24	\$1,060.00
936	24	515	16281	260	26	\$1,060.00
936	24	516	16281	261	26	\$1,060.00
936	24	517	16281	262	26	\$1,060.00

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
936	24	518	16281	263	25	\$1,060.00
936	24	519	16281	264	25	\$1,060.00
936	24	520	16281	265	25	\$1,060.00
936	24	521	16281	266	28	\$1,060.00
936	24	522	16281	267	28	\$1,060.00
936	24	523	16281	268	28	\$1,060.00
936	24	524	16281	269	27	\$1,060.00
936	24	525	16281	270	27	\$1,060.00
936	24	526	16281	271	27	\$1,060.00
936	24	527	16281	272	30	\$1,060.00
936	24	528	16281	273	30	\$1,060.00
936	24	529	16281	274	30	\$1,060.00
936	24	530	16281	275	29	\$1,060.00
936	24	531	16281	276	29	\$1,060.00
936	24	532	16281	277	29	\$1,060.00
280	412	45	16367	1	NA	\$1,612.08
280	412	44	16367	2	NA	\$1,612.08
280	412	43	16367	3	NA	\$1,192.50
280	412	42	16367	4	NA	\$1,612.08
280	412	41	16367	5	NA	\$1,612.08
280	412	40	16367	6	NA	\$1,612.08
280	412	39	16367	7	NA	\$1,612.08
280	412	38	16367	8	NA	\$1,192.50
280	412	37	16367	9	NA	\$1,612.08
280	412	36	16367	10	NA	\$1,612.08
280	412	35	16367	11	NA	\$1,192.50
280	412	34	16367	12	NA	\$1,612.08
280	412	33	16367	13	NA	\$1,612.08
280	412	32	16367	14	NA	\$1,612.08
280	412	31	16367	15	NA	\$1,612.08

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BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	412	30	16367	16	NA	\$1,612.08
280	412	29	16367	17	NA	\$1,192.50
280	412	28	16367	18	NA	\$1,612.08
280	412	27	16367	19	NA	\$1,612.08
280	412	26	16367	20	NA	\$1,192.50
280	412	25	16367	21	NA	\$1,612.08
280	412	24	16367	22	NA	\$1,192.50
280	412	23	16367	23	NA	\$1,612.08
280	412	22	16367	24	NA	\$1,612.08
280	412	21	16367	25	NA	\$1,612.08
280	412	20	16367	26	NA	\$1,192.50
280	412	19	16367	27	NA	\$1,612.08
280	412	3	16367	Q	NA	\$0.00
280	412	4	16367	B	NA	\$0.00
280	412	5	16367	J	NA	\$0.00
280	412	6	16367	R	NA	\$0.00
280	412	7	16367	C	NA	\$0.00
280	412	8	16367	S	NA	\$0.00
280	412	9	16367	T	NA	\$0.00
280	412	10	16367	K	NA	\$0.00
280	412	11	16367	U	NA	\$0.00
280	412	12	16367	A	NA	\$0.00
280	412	13	16367	D	NA	\$0.00
280	412	14	16367	L	NA	\$0.00
280	412	15	16367	V	NA	\$0.00
280	412	16	16367	E	NA	\$0.00
280	412	17	16367	X	NA	\$0.00
280	412	18	16367	Y	NA	\$0.00
280	391	46	16367	28	NA	\$1,612.08
280	391	45	16367	29	NA	\$1,612.08

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ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	391	44	16367	30	NA	\$1,192.50
280	391	43	16367	31	NA	\$1,612.08
280	391	42	16367	32	NA	\$1,612.08
280	391	41	16367	33	NA	\$1,612.08
280	391	40	16367	34	NA	\$1,192.50
280	391	39	16367	35	NA	\$1,612.08
280	391	38	16367	36	NA	\$1,612.08
280	391	37	16367	37	NA	\$1,612.08
280	391	36	16367	38	NA	\$1,192.50
280	391	35	16367	39	NA	\$1,612.08
280	391	34	16367	40	NA	\$1,612.08
280	391	33	16367	41	NA	\$1,612.08
280	391	32	16367	42	NA	\$1,192.50
280	391	31	16367	43	NA	\$1,612.08
280	391	28	16367	44	NA	\$1,612.08
280	391	29	16367	45	NA	\$1,612.08
280	391	30	16367	46	NA	\$1,192.50
280	391	23	16367	47	NA	\$1,612.08
280	391	24	16367	48	NA	\$1,192.50
280	391	25	16367	49	NA	\$1,612.08
280	391	26	16367	50	NA	\$1,192.50
280	391	27	16367	51	NA	\$1,612.08
280	391	47	16367	M	NA	\$0.00
280	391	48	16367	W	NA	\$0.00
280	391	49	16367	F	NA	\$0.00
280	391	50	16367	N	NA	\$0.00
280	391	51	16367	Z	NA	\$0.00
280	391	52	16367	G	NA	\$0.00
280	391	53	16367	O	NA	\$0.00
280	391	54	16367	I	NA	\$0.00

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	391	55	16367	A	NA	\$0.00
280	391	56	16367	H	NA	\$0.00
280	391	57	16367	P	NA	\$0.00
934	36	189	16458	1	1	\$1,060.00
934	36	190	16458	2	1	\$1,060.00
934	36	191	16458	3	1	\$1,060.00
934	36	192	16458	4	1	\$1,060.00
934	36	193	16458	5	1	\$1,060.00
934	36	194	16458	6	1	\$1,060.00
934	36	022	16458	7	2	\$1,060.00
934	36	023	16458	8	2	\$1,060.00
934	36	024	16458	9	2	\$1,060.00
934	36	025	16458	10	2	\$1,060.00
934	36	026	16458	11	2	\$1,060.00
934	36	027	16458	12	2	\$1,060.00
934	36	028	16458	13	3	\$1,060.00
934	36	029	16458	14	3	\$1,060.00
934	36	030	16458	15	3	\$1,060.00
934	36	031	16458	16	4	\$1,060.00
934	36	032	16458	17	4	\$1,060.00
934	36	033	16458	18	4	\$1,060.00
934	36	034	16458	19	5	\$1,060.00
934	36	035	16458	20	5	\$1,060.00
934	36	036	16458	21	5	\$1,060.00
934	36	037	16458	22	5	\$1,060.00
934	36	038	16458	23	5	\$1,060.00
934	36	039	16458	24	6	\$1,060.00
934	36	040	16458	25	6	\$1,060.00
934	36	041	16458	26	6	\$1,060.00
934	36	042	16458	27	6	\$1,060.00

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
934	36	043	16458	28	6	\$1,060.00
934	36	044	16458	29	6	\$1,060.00
934	36	045	16458	30	7	\$1,060.00
934	36	046	16458	31	7	\$1,060.00
934	36	047	16458	32	7	\$1,060.00
934	36	048	16458	33	7	\$1,060.00
934	36	049	16458	34	8	\$1,060.00
934	36	050	16458	35	8	\$1,060.00
934	36	051	16458	36	8	\$1,060.00
934	36	052	16458	37	8	\$1,060.00
934	36	053	16458	38	9	\$1,060.00
934	36	054	16458	39	9	\$1,060.00
934	36	055	16458	40	9	\$1,060.00
934	36	056	16458	41	9	\$1,060.00
934	36	057	16458	42	9	\$1,060.00
934	36	058	16458	43	10	\$1,060.00
934	36	059	16458	44	10	\$1,060.00
934	36	060	16458	45	10	\$1,060.00
934	36	061	16458	46	10	\$1,060.00
934	36	062	16458	47	10	\$1,060.00
934	36	063	16458	48	10	\$1,060.00
934	36	064	16458	49	11	\$1,060.00
934	36	065	16458	50	11	\$1,060.00
934	36	066	16458	51	11	\$1,060.00
934	36	067	16458	52	11	\$1,060.00
934	36	068	16458	53	11	\$1,060.00
934	36	069	16458	54	11	\$1,060.00
934	36	070	16458	55	12	\$1,060.00
934	36	071	16458	56	12	\$1,060.00
934	36	072	16458	57	12	\$1,060.00

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-I  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
934	36	073	16458	58	12	\$1,060.00
934	36	074	16458	59	12	\$1,060.00
934	36	075	16458	60	12	\$1,060.00
934	36	076	16458	61	13	\$1,060.00
934	36	077	16458	62	13	\$1,060.00
934	36	078	16458	63	13	\$1,060.00
934	36	079	16458	64	13	\$1,060.00
934	36	080	16458	65	13	\$1,060.00
934	36	081	16458	66	13	\$1,060.00
934	36	082	16458	67	14	\$1,060.00
934	36	083	16458	68	14	\$1,060.00
934	36	084	16458	69	14	\$1,060.00
934	36	085	16458	70	14	\$1,060.00
934	36	086	16458	71	14	\$1,060.00
934	36	087	16458	72	15	\$1,060.00
934	36	088	16458	73	15	\$1,060.00
934	36	089	16458	74	15	\$1,060.00
934	36	090	16458	75	15	\$1,060.00
934	36	091	16458	76	15	\$1,060.00
934	36	092	16458	77	16	\$1,060.00
934	36	093	16458	78	16	\$1,060.00
934	36	094	16458	79	16	\$1,060.00
934	36	095	16458	80	16	\$1,060.00
934	36	096	16458	81	16	\$1,060.00
934	36	097	16458	82	16	\$1,060.00
934	36	098	16458	83	17	\$1,060.00
934	36	099	16458	84	17	\$1,060.00
934	36	100	16458	85	17	\$1,060.00
934	36	101	16458	86	17	\$1,060.00
934	36	102	16458	87	17	\$1,060.00



FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
934	36	103	16458	88	17	\$1,060.00
934	36	104	16458	89	18	\$1,060.00
934	36	105	16458	90	18	\$1,060.00
934	36	106	16458	91	18	\$1,060.00
934	36	107	16458	92	18	\$1,060.00
934	36	108	16458	93	18	\$1,060.00
934	36	109	16458	94	18	\$1,060.00
934	36	110	16458	95	19	\$1,060.00
934	36	111	16458	96	19	\$1,060.00
934	36	112	16458	97	19	\$1,060.00
934	36	113	16458	98	19	\$1,060.00
934	36	114	16458	99	19	\$1,060.00
934	36	115	16458	100	19	\$1,060.00
934	36	116	16458	101	20	\$1,060.00
934	36	117	16458	102	20	\$1,060.00
934	36	118	16458	103	20	\$1,060.00
934	36	119	16458	104	20	\$1,060.00
934	36	120	16458	105	20	\$1,060.00
934	36	121	16458	106	21	\$1,060.00
934	36	122	16458	107	21	\$1,060.00
934	36	123	16458	108	21	\$1,060.00
934	36	124	16458	109	21	\$1,060.00
934	36	125	16458	110	21	\$1,060.00
934	36	126	16458	111	22	\$1,060.00
934	36	127	16458	112	22	\$1,060.00
934	36	128	16458	113	22	\$1,060.00
934	36	129	16458	114	22	\$1,060.00
934	36	130	16458	115	22	\$1,060.00
934	36	131	16458	116	22	\$1,060.00
934	36	132	16458	117	23	\$1,060.00

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
934	36	133	16458	118	23	\$1,060.00
934	36	134	16458	119	23	\$1,060.00
934	36	135	16458	120	23	\$1,060.00
934	36	136	16458	121	23	\$1,060.00
934	36	137	16458	122	24	\$1,060.00
934	36	138	16458	123	24	\$1,060.00
934	36	139	16458	124	24	\$1,060.00
934	36	140	16458	125	24	\$1,060.00
934	36	141	16458	126	24	\$1,060.00
934	36	142	16458	127	24	\$1,060.00
934	36	143	16458	128	25	\$1,060.00
934	36	144	16458	129	25	\$1,060.00
934	36	145	16458	130	25	\$1,060.00
934	36	146	16458	131	25	\$1,060.00
934	36	147	16458	132	25	\$1,060.00
934	36	148	16458	133	25	\$1,060.00
934	36	149	16458	134	26	\$1,060.00
934	36	150	16458	135	26	\$1,060.00
934	36	151	16458	136	26	\$1,060.00
934	36	152	16458	137	26	\$1,060.00
934	36	153	16458	138	26	\$1,060.00
934	36	154	16458	139	26	\$1,060.00
934	36	155	16458	140	27	\$1,060.00
934	36	156	16458	141	27	\$1,060.00
934	36	157	16458	142	27	\$1,060.00
934	36	158	16458	143	27	\$1,060.00
934	36	159	16458	144	27	\$1,060.00
934	36	160	16458	145	28	\$1,060.00
934	36	161	16458	146	28	\$1,060.00
934	36	162	16458	147	28	\$1,060.00

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2001-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
934	36	163	16458	148	28	\$1,060.00
934	36	164	16458	149	28	\$1,060.00
934	36	165	16458	150	28	\$1,060.00
934	36	166	16458	151	29	\$1,060.00
934	36	167	16458	152	29	\$1,060.00
934	36	168	16458	153	29	\$1,060.00
934	36	169	16458	154	29	\$1,060.00
934	36	170	16458	155	29	\$1,060.00
934	36	171	16458	156	30	\$1,060.00
934	36	172	16458	157	30	\$1,060.00
934	36	173	16458	158	30	\$1,060.00
934	36	174	16458	159	30	\$1,060.00
934	36	175	16458	160	30	\$1,060.00
934	36	176	16458	161	31	\$1,060.00
934	36	177	16458	162	31	\$1,060.00
934	36	178	16458	163	31	\$1,060.00
934	36	179	16458	164	31	\$1,060.00
934	36	180	16458	165	31	\$1,060.00
934	36	181	16458	166	31	\$1,060.00
934	36	182	16458	167	32	\$1,060.00
934	36	183	16458	168	32	\$1,060.00
934	36	184	16458	169	32	\$1,060.00
934	36	185	16458	170	33	\$1,060.00
934	36	186	16458	171	33	\$1,060.00
934	36	187	16458	172	33	\$1,060.00
934	36	188	16458	173	33	\$1,060.00
280	441	12	16458	NA	NA	\$0.00
280	441	13	16458	NA	NA	\$0.00
280	441	9	16458	NA	NA	\$0.00
280	441	11	16458	NA	NA	\$0.00

FULLERTON SCHOOL DISTRICT  
 COMMUNITY FACILITIES DISTRICT NO. 2001-1  
 SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER						SPECIAL TAX
BOOK	PAGE	PARCEL	TRACT	LOT	BUILDING NUMBER	
280	441	10	16458	NA	NA	\$0.00
280	441	14	16458	NA	NA	\$0.00
280	312	4	NA	12	NA	\$0.00

MAJOR CONCLUSIONS

NUMBER OF PARCELS TAXED BY CFD NO. 2001-1	1,129
NUMBER OF PARCELS WITHIN CFD NO. 2001-1	1,203
TOTAL SPECIAL TAX LEVY FY 2008/2009*	\$1,907,484.76
*The Special Tax rates for each parcel are rounded down to the nearest even digit due to Orange County requiring Special Tax levies to be an even number.	

ACTION ITEM

**DATE:** June 24, 2008  
**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. 07/08-29 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (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 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. 07/08-29 which authorizes and provides for the levying of Special Taxes in CFD No. 2000-1 for Fiscal Year 2008/2009. 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 22 years to approve the Special Tax levy of CFD No. 2000-1.

Funding: Not applicable.

Recommendation: Adopt Resolution No. 07/08-29 authorizing and providing for the levying of Special Taxes within Community Facilities District 2000-1 (Van Daele).

GC:RG:jw  
Attachment

**RESOLUTION NO. 07/08-29**

**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 2008/2009, 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 2008/2009 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 2008/2009 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 24th day of June, 2008

AYES:

NOES:

ABSENT:

ABSTAIN:

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Lynn Thornley, President  
Board of Trustees

ATTEST:

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Beverly Berryman, Clerk  
Board of Trustees

State of California            )  
  ) ss  
County of Orange            )

I, Beverly Berryman, 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 24<sup>th</sup> day of June, 2008.

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Beverly Berryman, Clerk  
Board of Trustees

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2000-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER			SPECIAL TAX
BOOK	PAGE	PARCEL	
284	113	13	\$1,466.20
284	113	14	\$1,466.20
284	113	15	\$1,466.20
284	113	16	\$1,466.20
284	113	17	\$1,466.20
284	113	18	\$1,466.20
284	113	19	\$1,466.20
284	113	20	\$1,466.20
284	113	21	\$1,466.20
284	113	22	\$1,466.20
284	113	23	\$1,466.20
284	113	24	\$1,466.20
284	113	25	\$1,466.20
284	113	26	\$0.00
284	113	27	\$0.00
284	113	28	\$0.00
284	113	29	\$0.00
284	471	01	\$1,466.20
284	471	02	\$1,466.20
284	471	03	\$1,466.20
284	471	04	\$1,466.20
284	471	05	\$1,466.20
284	471	06	\$1,466.20
284	471	07	\$1,466.20
284	471	08	\$1,466.20
284	471	09	\$1,466.20
284	471	10	\$1,466.20
284	471	11	\$1,466.20
284	471	12	\$1,466.20
284	471	13	\$1,466.20
284	471	14	\$1,466.20
284	471	15	\$1,466.20
284	471	16	\$1,466.20
284	471	17	\$1,466.20
284	471	18	\$1,466.20
284	471	19	\$1,466.20
284	471	20	\$1,466.20
284	471	21	\$1,466.20
284	471	22	\$1,466.20
284	471	23	\$1,466.20
284	471	24	\$1,466.20



FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2000-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER			SPECIAL TAX
BOOK	PAGE	PARCEL	
284	471	25	\$1,466.20
284	471	26	\$1,466.20
284	471	27	\$1,466.20
284	471	28	\$1,466.20
284	471	29	\$1,466.20
284	471	30	\$1,466.20
284	471	31	\$1,466.20
284	471	32	\$1,466.20
284	471	33	\$1,466.20
284	471	34	\$1,466.20
284	471	35	\$1,466.20
284	471	36	\$1,466.20
284	471	37	\$1,466.20
284	471	38	\$1,466.20
284	471	39	\$1,466.20
284	471	40	\$1,466.20
284	471	41	\$1,466.20
284	471	42	\$0.00
284	471	43	\$0.00
284	471	44	\$0.00
284	471	45	\$0.00
284	471	46	\$0.00
284	471	47	\$0.00
284	471	48	\$0.00
284	481	1	\$1,466.20
284	481	2	\$1,466.20
284	481	3	\$1,466.20
284	481	4	\$1,466.20
284	481	5	\$1,466.20
284	481	6	\$1,466.20
284	481	7	\$1,466.20
284	481	8	\$1,466.20
284	481	9	\$1,466.20
284	481	10	\$1,466.20
284	481	11	\$1,466.20
284	481	12	\$1,466.20
284	481	13	\$1,466.20
284	481	14	\$1,466.20
284	481	15	\$1,466.20
284	481	16	\$1,466.20
284	481	17	\$1,466.20

FULLERTON SCHOOL DISTRICT  
COMMUNITY FACILITIES DISTRICT NO. 2000-1  
SPECIAL TAX LEVY FOR FISCAL YEAR 2008/2009

ASSESSOR PARCEL NUMBER			SPECIAL TAX
BOOK	PAGE	PARCEL	
284	481	18	\$1,466.20
284	481	19	\$1,466.20
284	481	20	\$1,466.20
284	481	21	\$1,466.20
284	481	22	\$1,466.20
284	481	23	\$1,466.20
284	481	24	\$1,466.20
284	481	25	\$1,466.20
284	481	26	\$1,466.20
284	481	27	\$1,466.20
284	481	28	\$1,466.20
284	481	29	\$1,466.20
284	481	30	\$1,466.20
284	481	31	\$1,466.20
284	481	32	\$1,466.20
284	481	33	\$1,466.20
284	481	34	\$1,466.20
284	481	35	\$1,466.20
284	481	36	\$1,466.20
284	481	37	\$1,466.20
284	481	38	\$0.00
284	481	39	\$0.00
284	481	40	\$0.00
284	481	41	\$0.00
284	481	42	\$0.00
284	481	43	\$0.00
284	481	44	\$0.00
284	481	45	\$0.00

**MAJOR CONCLUSIONS**

NUMBER OF PARCELS TAXED BY CFD NO. 2000-1	91
NUMBER OF PARCELS WITHIN CFD NO. 2000-1	110
TOTAL SPECIAL TAX LEVY FY 2008/2009	\$133,424.20

ACTION ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Marilee Cosgrove, Director, Childcare Services

**SUBJECT:** **APPROVE TWO-YEAR GRANT AGREEMENT BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT TO RECEIVE FUNDS FOR 1.5 FTE SCHOOL READINESS NURSES NOT TO EXCEED \$306,000 FROM JULY 1, 2008 THROUGH JUNE 30, 2010**

Background: In February 2004, the Orange County Children and Families Commission established a School Readiness Nurse Initiative to define and promote school readiness for all children from preschool to age five. The Children and Families Commission voted in March 2008 to extend this initiative for an additional two years. The entitlement for this grant comes from Proposition 10 funds and establishes School Readiness nurse positions in the Fullerton School District for two years from July 1, 2008 through June 30, 2010.

A copy of the agreement is available for review in Certificated Personnel.

Rationale: Funds from this grant will be used to support 1.5 FTE School Readiness nurse positions providing health services to the State Preschool Program and PreKindergarten Family Literacy Program, as well as providing community outreach assistance.

Funding: \$153,000 to be applied to (01) general fund in 2008/2009 and the remaining \$153,000 to be applied to (01) general fund in 2009/2010.

Recommendation: Approve two-year grant agreement between Children and Families Commission of Orange County and Fullerton School District to receive funds for 1.5 FTE School Readiness nurses not to exceed \$306,000 from July 1, 2008 through June 30, 2010.

MD:MC:ln

ACTION ITEM

**DATE:** June 24, 2008

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

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

**SUBJECT:** **ADOPT DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2008/2009 SCHOOL YEAR**

Background: As of 1996, a “Declaration of Need for Fully Qualified Educators” must be completed and adopted on a yearly basis on the anticipated need for the subsequent school year. This Declaration must be Board adopted and submitted to the Commission on Teacher Credentialing before any credentials may be renewed.

The Fullerton School District has the following general needs that may be met through the emergency credential process:

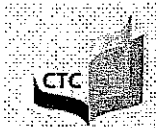
- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3;
- All core academic subject teachers to become NCLB compliant;
- Filling English language development, special education positions for which a specialist credential is required in addition to a basic teaching credential;
- Filling preschool, special education positions for which a specialist credential is required;
- Filling junior high positions for which qualified teachers are difficult to find, i.e., home economics, health, foreign language, science, math, English Language Learners and band;
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education;
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.

Rationale: The Board of Trustees is required to adopt the “Declaration of Need for Fully Qualified Educators” at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District’s specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Not Applicable.

Recommendation: Adopt Declaration of Need for Fully Qualified Educators for the 2008/2009 school year.

MD:cs  
Attachment



State Of California  
 Commission On Teacher Credentialing  
 Certification, Assignment and Waivers Division  
 Box 944270  
 Sacramento, CA 94244-2700

Telephone:  
 (916) 445-7254 or (888) 921-2682  
 E-mail: credentials@ctc.ca.gov  
 Website: www.ctc.ca.gov

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2008/2009  
 Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Fullerton School District District CDS Code: 66506  
 Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 24 / 08 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2009.

Submitted by (Superintendent, Board Secretary, or Designee):

Mark Douglas <small>Name</small>	 <small>Signature</small>	Asst. Supt., Personnel Services <small>Title</small>
714-447-7538 <small>Fax Number</small>	714-447-7450 <small>Telephone Number</small>	<small>Date</small>
1401 W. Valencia Drive, Fullerton, CA 92833 <small>Mailing Address</small>		
Mark_Douglas@fsd.k12.ca.us <small>E-Mail Address</small>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_  
 Name of State Agency \_\_\_\_\_  
 Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	20
BCLAD (applicant already holds teaching credential)	5
List target language(s) for BCLAD: Spanish	
Korean	
Resource Specialist	2
Teacher Librarian Services	
Visiting Faculty Permit	

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	10
TOTAL	20

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- An individual who is scheduled to complete initial preparation requirements within six months
- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. Fullerton School District participates with OCDE Intern Programs

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

CSUF, CSULB, Chapman, Biola, CalTeach, National, Azusa, Whittier

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If no, explain why you do not participate in an internship program.

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ACTION ITEM

**DATE:** June 24, 2008

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

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

**PREPARED BY:** Lisa Saldivar, Director, Food Services

**SUBJECT:** **APPROVE INCREASE IN LUNCH AND BREAKFAST PRICES OF \$.55 PER MEAL EFFECTIVE JULY 1, 2008. FUTURE PRICE INCREASES WILL BE BASED ON THE ANNUAL MARCH CPI BEGINNING JULY 1, 2009**

Background: The Food Service Department is a financially self-sustaining program. Contributions from the general fund are not received. Funding sources are Federal, State and local revenues.

The price of goods and services has risen dramatically this year negatively impacting the food service budget. The overall Consumer Price Index (CPI) for April 2008 is 5.1 percent higher than the April 2007 level.

The CPI is the most widely used measure of the general level of prices in the United States economy. It is a composite measure of the level of average prices paid by consumers based on goods and services. School districts throughout the county are moving to the measure of business costs.

Food price increases this year were led by eggs at 30.5 percent, milk 13.5 percent, cheese 12 percent, and poultry 4.6 percent due to feed and energy costs. Overall, fresh fruit increased 5.9 percent, potato and tomato prices were up 5.6 and 8.1 percent respectively. Cereal and bakery products increased 8.9 percent, due to higher wheat, corn and energy prices.

Food expenses are estimated to be approximately 12 percent or \$212,000 dollars over the 2007/2008 adopted budget. Expenses for supplies are estimated to be 9 percent or \$10,000 dollars above, and increases in fuel prices have driven expenditures up 17 percent, or an additional \$2,000 dollars. Total expenditures for food, supplies and fuel are estimated at \$212,000 dollars over budget.

In May 2008, a survey of the twenty-six other Orange County school districts indicated fifteen were planning an increase in meal prices for the 2008/2009 school year.

Staff recommends Board approval of a price increase of \$.55 per meal commencing August 2008. This increase is projected to raise \$315,845 additional income for the 2008/2009 school year.

Rationale: Changing rates of State reimbursement when combined with increases in cost of goods and services have negatively impacted the food service budget by \$212,000 dollars for the 2007/2008 fiscal year. State funding to decrease in 2008/2009 by \$.02 per meal will impact the budget at estimated cost of \$18,400 dollars.



Funding: Not applicable.

Recommendation: Approve increase in lunch and breakfast prices of \$.55 per meal effective July 1, 2008. Future price increases will be based on the annual March CPI beginning July 1, 2009.

GC:LS:dlh

ADMINISTRATIVE REPORT

**DATE:** June 24, 2008  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Linda A. Caillet, Ed.D., Associate Superintendent, Educational Services  
**SUBJECT:** WELLNESS POLICY REPORT

Background: The federal Child Nutrition and Women, Infants and Children (WIC) Reauthorization Act of 2004 (42 USC 1751) mandates each district participating in the National School Lunch Program (42 USC 1751-1769) or any program in the Child Nutrition Act of 1966 42 USC 1771-1791), including the School Breakfast Program, to adopt a Districtwide student wellness policy. The purpose of the policy is to ensure a school environment that will promote and support student health and wellness.

School districts are required to establish goals in each of the following areas: Nutrition Education, Physical Activity, Nutrition Standards for Foods Available at School, School Based Wellness Activities, and Monitoring and Policy Review.

In compliance with this mandate, the Fullerton School District Board of Trustees approved Board Policy and Regulation 5030 (Student Wellness) in November 2006 and established goals in each of the required areas. The Monitoring and Policy Review component of the mandate provides an opportunity for the District to consider the progress being made toward full implementation of the goals, determine whether elements of the policy require revision and move forward with programs and activities that further promote student health and wellness.

Rationale: This report examines each of the components of the policy and outlines current efforts to achieve the goals established in the policy. Also included is a summary of next steps in the ongoing process of promoting student wellness.

Funding: Not applicable.

Recommendation: Not applicable.

LC:nm