

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 4:30 p.m. with closed session, 5:30 p.m. open session. Board meetings are scheduled once during the months of January, April, July, August, October, and December and twice during the months of February, March, May, June, September, and November. The Regular agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 28, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

4:30 p.m.- Recess to Closed Session – Agenda:

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

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

Public Comments – Policy (see above)

Introductions/Recognitions

Juleen Faur, Assistant Principal, Valencia Park School

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on September 14, 2010

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

Consent Items

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

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered E22B0010 through E22B0014, E22C0018 through E22C0019, E22D0121 through E22D0140, E22M0050 through E22M0060, E22R0114 through E22R0177, E22V0027 through E22V0031, and E22X0195 through E22X0208 for the 2010/2011 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 130090 through 130177 and out-of-date sequence purchase orders numbered DJ-130002 and GS-130002 for the 2010/2011 school year.
- 1e. Approve/Ratify warrants numbered 75307 through 75473 for the 2010/2011 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7786 through 7810 for the 2010/2011 school year.
- 1g. Approve Telecommunications of Orange County (TOC) Agreement for 2010/2011.
- 1h. Approve Independent Contractor Agreement with Barbara Cristiano for teaching music theory and piano keyboarding to support the Math and Music Program at Fern Drive School from October 5, 2010 through June 30, 2011.
- 1i. Approve Consultant Agreement between Fullerton School District and Action Learning Systems (ALS), Inc. to provide support for Program Improvement and California Gateway's Intensive Intervention Program for 2010/2011.
- 1j. Approve/Ratify Classified Personnel Report.
- 1k. Approve/Ratify 2010/2011 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1l. Adopt Resolution #10/11-10 indicating intent to participate in *The Great ShakeOut Drill* on October 21, 2010 at 10:21 a.m. as Fullerton School District continues to provide a safe learning and working environment for all students and staff.
- 1m. Approve/Ratify Consultant Agreement Between Fullerton School District and David Swenson for Nicolas Junior High School for the 2010/2011 school year.
- 1n. Approve/Ratify Consultant Agreement between Fullerton School District and Rebecca Fabion effective September 7, 2010 through June 30, 2011.

Discussion/Action Items

- 2a. Approve New and Revised Board Policies.

New:

Personnel

- BP 4112.61, BP 4212.61, BP 4312.61 Employment References
- BP 4113.4, BP 4213.4, BP 4313.4 Temporary Modified/Light-Duty Assignment
- BP 4119.43, BP 4219.43, BP 4319.43 Universal Precautions
- BP 4131.1 Beginning Teacher Support/Induction
- BP 4135 Solicit and Selling
- BP 4139 Peer Assistance and Review
- BP 4141.6, BP 4241.6 Concerted Action/Work Stoppage
- BP 4157 Employee Safety

Revised:

Personnel

- BP 4111, BP 4211, BP 4311 Recruitment and Selection

2b. Adopt Resolution No. 10/11-11 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Series A General Obligation Bonds, appointing certain professionals in connection with the refinancing and approving certain related actions.

2c. Adopt Resolution No.10/11-12 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Certificates of Participation, appointing certain professionals in connection with the refinancing and approving certain related actions.

2d. Approve Lease Schedule No. 13 between Fullerton School District and Academic Capital Group, Inc., for 2010/2011.

Administrative Reports

3a. Fullerton School District 2009/2010 State and Federal Student Assessment Report.

3b. Developer Fees 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, October 12, 2010, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 14, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:32 p.m. and Hilda Sugarman led the pledge of allegiance to the flag.

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda:

At 4:35 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 – Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957] •Potential Litigation [Government Code section 54956.9(b)(1)] •Confidential Student Services [Education Code sections 35146, 48918]

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

The Board returned to Open Session at 5:42 p.m. and Nancy Todd, After School Site Lead, led the pledge of allegiance. President Berryman reported the Board approved 5-0 the Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID# 781943 in satisfaction of all educational and financial claims, including but not limited to compensatory services and reasonable attorneys' fees and costs in OAH Case No. 2010050690 payable to "The Client Trust Account of the Law Offices of Michelle Ortega" in the amount of \$10,000.00

Public Comments

There were no public comments at this time.

Introductions/Recognitions

Mark Douglas, Assistant Superintendent of Personnel Services, introduced Marilee Cosgrove, Director of Child Development Services. Ms. Cogrove presented an overview of the Child Development Services department and the 2010 Summer Camp program.

Superintendent's Report

Dr. Hovey thanked Marilee Cosgrove and the Child Development Services department for their presentation and for doing a great job laying the foundation for students. Dr. Hovey shared the District is off to a great start to the 2010/2011 school year. Dr. Hovey, Executive Cabinet Members, and the Board of Trustees have been visiting school sites during Back to School Night's. Dr. Hovey was happy to report the District recently received two grants: the Beckman Science Sustainability Grant for \$84,000.00 and the Alcoa Grant for \$20,000.00 to benefit the All the Arts for All the Kids Foundation.

Information from the Board of Trustees

Trustee Thornley- She congratulated Lauralyn Eschner, Coordinator for All the Arts for All the Kids, in receiving the Alcoa Grant. Trustee Thornley shared the heart sculptures that are displayed around the City of Fullerton are beautiful. She stated the heart sculptures will be auctioned at upcoming fundraisers for All the Arts for the All the Kids. She has been visiting sites during their Back to School Night and has enjoyed the visits. She welcomed staff back and expressed her thoughts to make this school year the best.

Trustee Duncan- He stated he attended Back to School Night at Rolling Hills and Acacia Schools. It was great to see the parent attendance and thoroughly enjoyed the visits. Trustee Duncan attended the Science Advocacy Meeting and thanked Becky D'Arrigo, Educational Services Coordinator, and the Science Advocacy Committee for a job well done. Trustee Duncan shared information regarding the MOTAL Museum and the wonderful learning opportunities it offers.

Trustee Sugarman- She welcomed everyone back and commented about her attendance at Back to School Night at Beechwood School. She shared that Ramon Miramontes, Principal at Beechwood School, and the staff did a great job during Back to School Night. Trustee Sugarman shared the LA Times has printed several articles regarding Value

Added Teaching. She commented on the greatschool.com website and encouraged people to view the great progress students and schools are making. She shared the Pin Auction will be held on October 30, 2010, at the Fullerton Museum.

Trustee Ballard- She commented on the Value Added Teaching articles from the LA Times. She stated that good teaching starts with our staff and the great things they do for students. She wished everyone a great school year.

President Berryman- She thanked Yolanda McComb, Principal at Raymond School, for hosting the Patriot Ceremony in remembrance of the September 11, 2001, tragedy in New York City. President Berryman attended a meeting for the American Association of University Women and shared the Math and Science Conference will be held on January 13, 2011, at Fullerton Junior College. She asked Principals and Staff to encourage boys and girls to attend.

Information from PTA, FETA, CSEA, FESMA

PTA Council - Georgene Bravo- She stated school sites are in full swing for the beginning of the school year and many events are starting to begin within PTA, including membership drives. This year, 4th District PTA is providing training for PTA Council. She commented that September 27, 2010, is *Family Day* and encouraged parents and children to spend quality time together. She stated the 2010-2011 PTA Reflections theme is "Together We Can." Ms. Bravo attended the PTA Convention during the summer. She stated State PTA is in support of Propositions 24 and 25 at the upcoming election.

FETA – Karla Turner- She commented that schools have been in session for several weeks. During the summer, FETA unit members attended training. She stated that once again, this school year threatens to be a fiscal opportunity and FETA continues to believe that students in Fullerton will continue to receive a great education. She wished for a great 2010-2011 school year.

FESMA – Paula Pitluk- She thanked Marilee Cosgrove and the Child Development Services Team for their support at Sunset Lane School. She commented it has been a good opening of the school year. She thanked the Board of Trustees and Executive Cabinet for attending Back to School Night's.

Approve Minutes

Moved by Lynn Thornley, seconded by Hilda Sugarman and carried 5-0 to approve the minutes of the Regular meeting on August 24, 2010.

Consent Items

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to approve all consent items. The Board of Trustees commented on board agenda item numbers 1b, 1h, 1q, and 1r.

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 E22B0003 through E22B0009, E22C0013 through E22C0017, E22D0093 through E22D0120, E22M0036 through E22M0049, E22R0094 through E22R0113, E22T0001 through E22T0007, E22V0018 through E22V0026, and E22X0163 through E22X0194 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130088 through 130089 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 75128 through 75306 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 7776 through 7785 for the 2010/2011 school year.

1g. Approve Classified Tuition Reimbursements.

1h. Approve/Ratify consultant agreement between the Fullerton School District and Mathew Malcolm Murray for Maple School for the 2010/2011 school year.

1i. Approve/Ratify Memorandum of Understanding between the Orange County Consortium District Intern Program and the Fullerton School District from July 1, 2010 through June 30, 2013 for the Clear Education Specialist Credential.

1j. Approve Agreement with Jamba Juice Company for the 2010/2011 school year, effective September 14, 2010 through June 30, 2011.

1k. Approve/Ratify warrant number 1067 for the 2010/2011 school year (District 40, Van Daele).

1l. Approve/Ratify warrant number 1103 for the 2010/2011 school year (District 48, Amerige Heights).

1m. Adopt Resolution Numbers 09/10-B033 through 09/10-B043 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Adopt Resolution Number 09/10-B40-001 (CFD No. 2000-1, District 40, Van Daele) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1o. Adopt Resolution Number 09/10-B48-001 (CFD No. 2001-1, District 48, Amerige Heights) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1p. Adopt Resolution Numbers 10/11-B001 through 10/11-B007 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1q. Approve/Ratify Second Amendment to Agreement No. FCI-S4-07 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2010 through June 30, 2011.

1r. Approve/Ratify Early Childhood Education School Readiness Initiative Grant, Agreement Number: 35942, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2010 through June 30, 2011.

1s. Approve Interagency Agreement between Maxim Health Care and Fullerton School District for Special Education Student (ID # 790043) for nursing support by a private duty nurse/attendant from Maxim Health Care from September 15, 2010 through June 17, 2011.

1t. Approve rejection of Claim Number 10-85516 DD.

1u. Approve rejection of Claim Number 10-84196 DD.

Discussion/Action Items

2a. Hear presentation and approve 2009/2010 Unaudited Actuals and concurrently approve the fund balance changes as the District's 2010/2011 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Dr. Gary Cardinale, Assistant Superintendent of Business Services presented a comprehensive powerpoint presentation on the Unaudited Actuals for the Fullerton School District. It was then moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to approve 2009/2010 Unaudited Actuals and concurrently approve the fund balance changes as the District's 2010/2011 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

2b. Approve New and Revised Board Policies.

New:

Instruction

BP 6142.7, Physical Education

BP 6161.11, Supplementary Instructional Materials

Revised:

Students

BP 5123, Promotion/Acceleration/Retention

Instruction

BP 6143, Courses of Study

Janet Morey, Assistant Superintendent of Educational Services, presented the second reading of New and Revised Board Policies to the Board of Trustees. She stated BP 5123 was revised to read: Students shall be identified for promotion, acceleration, or retention on the basis of individual student grades. Other appropriate indicators of academic achievement shall also be used include: District benchmark assessment results in language arts, mathematics, and writing; State Standardized Testing and Reporting (STAR) results; report card grades; teacher recommendation; and other relevant achievement data. It was then moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve New and Revised Board Policies.

2c. Adopt Resolution #10/11-09 approving the Recalculation of the 2009/2010 Appropriations Limitation and establishing the 2010/2011 Estimated Appropriations Limitation Calculations.

Dr. Gary Cardinale reviewed the history of Proposition 4 and Appropriations Limitation Calculations. It was then moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #10/11-09 approving the Recalculation of the 2009/2010 Appropriations Limitation and establishing the 2010/2011 Estimated Appropriations Limitation Calculations.

Administrative Reports

3a. First Reading of New and Revised Board Policies

New:

Personnel

BP 4112.61, BP 4212.61, BP 4312.61 Employment References

BP 4113.4, BP 4213.4, BP 4313.4 Temporary Modified/Light-Duty Assignment

BP 4119.43, BP 4219.43, BP 4319.43 Universal Precautions

BP 4131.1 Beginning Teacher Support/Induction

BP 4135 Solicit and Selling

BP 4139 Peer Assistance and Review

BP 4141.6, BP 4241.6 Concerted Action/Work Stoppage

BP 4157 Employee Safety

Revised:

Personnel

BP 4111, BP 4211, BP 4311 Recruitment and Selection

Mark Douglas reviewed the New and Revised Board Policies and clarified several questions from Board Members regarding the Board Policies. Mr. Douglas stated that input given by the Board would be taken into consideration and Board Policies would be revised as needed.

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

President Berryman suggested Student Support Services present information to the Board regarding Autism services now being provided by the District.

Adjournment

President Berryman adjourned the Regular meeting on September 14, 2010 at 7:26 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), rehire(s), and extra duty assignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 28, 2010

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Daniela Wilmes	Substitute Teacher	Employ	100	09/13/10

REHIRE(S)

Temporary teachers rehired effective 08/26/10

Amy Elwood

EXTRA DUTY ASSIGNMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Jesus Uribe	Teaching an additional period at Fisler	1/7 of per diem from 100	08/30/10-06/17/11

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on September 28, 2010.

Clerk/Secretary

CONSENT ITEM

DATE: September 28, 2010

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

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

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

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

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

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

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

GC:ds
Attachment

FULLERTON SCHOOL DISTRICT
Gifts – September 28, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
District	Arnold & Mabel Beckman Foundation (Community Partner)	Monetary donation of \$84,000.00 for the District's Hands-On Science Program
Ladera Vista Jr. High	JP Morgan Chase Foundation Matching Gift & Volunteer Grant Programs (Community Partner)	Monetary donation of \$750.00 for the school
Ladera Vista Jr. High	Target Take Charge of Education (Community Partner)	Monetary donation of \$392.02 for the school
Woodcrest	Target Take Charge of Education (Community Partner)	Monetary donation of \$96.43 for the school
Woodcrest	Wells Fargo Foundation Educational Matching Gift Program (Community Partner)	Monetary donation of \$187.20 for special education class

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director of Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED E22B0010 THROUGH E22B0014, E22C0018 THROUGH E22C0019, E22D0121 THROUGH E22D0140, E22M0050 THROUGH E22M0060, E22R0114 THROUGH E22R0177, E22V0027 THROUGH E22V0031, AND E22X0195 THROUGH E22X0208 FOR THE 2010/2011 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered E22B0010 through E22B0014, E22C0018 through E22C0019, E22D0121 through E22D0140, E22M0050 through E22M0060, E22R0114 through E22R0177, E22V0027 through E22V0031, and E22X0195 through E22X0208 for the 2010/2011 fiscal year.

GC:SS:ds
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/28/2010

FROM 08/24/2010 TO 09/06/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22B0010	HOUGHTON MIFFLIN COMPANY	7,979.32	7,979.32	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0011	MCGRAW HILL	2,792.70	2,792.70	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0012	HOUGHTON MIFFLIN COMPANY	2,227.20	2,227.20	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0013	HOUGHTON MIFFLIN COMPANY	16,831.22	16,831.22	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0014	MCGRAW HILL	4,652.78	4,652.78	0138055103 4100	Instructional Material K 8 / Textbooks
E22C0018	ORANGE CNTY DEPARTMENT OF EDUC	2,000.00	2,000.00	0130228101 5210	Econ Impact Aid Valencia Park / Conferences and Meetings
E22C0019	ORANGE CNTY DEPARTMENT OF EDUC	25.00	25.00	0150655359 5210	STAR Testing Prog (Mandate) DC / Conferences and
E22D0121	DICK BLICK ART MATERIALS	250.17	250.17	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22D0122	NASCO WEST INC	1,380.04	1,380.04	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22D0123	SOUTHPAW ENTERPRISES	2,993.76	2,993.76	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22D0124	GOV CONNECTION	1,024.43	1,024.43	1231019271 4350	Preschool Administration / Materials and Supplies Office
E22D0125	GOV CONNECTION	682.95	341.48	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
			341.47	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
E22D0126	OAK TREE PRODUCTS	489.38	489.38	2567226859 4310	Fac Growth Dev Fees Rolling Hi / Materials and Supplies
E22D0127	COASTAL ENTERPRISES	2,057.34	2,057.34	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
E22D0128	GOV CONNECTION	1,126.88	1,126.88	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
E22D0129	OFFICE DEPOT BUSINESS SERVICE	238.41	238.41	1208127271 4350	Preschool Adm Sunset Lane / Materials and Supplies Office
E22D0130	DISCOUNT SCHOOL SUPPLY	608.21	304.10	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			304.11	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
E22D0131	LAKESHORE LEARNING	159.64	159.64	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22D0132	TURN THE PAGE PRESS INC	965.65	965.65	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22D0133	OFFICE DEPOT BUSINESS SERVICE	1,392.02	1,392.02	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22D0134	S&S WORLDWIDE INC	339.49	169.69	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			169.80	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
E22D0135	ACHIEVEMENT PRODUCTS FOR CHILD	233.11	233.11	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0136	DISCOUNT SCHOOL SUPPLY	1,815.87	1,815.87	0132952101 4310	Aftt Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22D0137	DISCOUNT SCHOOL SUPPLY	608.21	608.21	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
E22D0138	J AND R KEY HARDWARE	605.63	605.63	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
E22D0139	HAIKU LEARNING SYSTEMS INC	5,950.00	5,950.00	0144157109 4310	Dist Laptop Prog Instr / Materials and Supplies Instr
E22D0140	LAKESHORE LEARNING	653.40	653.40	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22M0050	COUNTY OF ORANGE	2,186.00	1,217.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
			484.50	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			484.50	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
E22M0051	RETROTEL INC	514.38	514.38	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0052	ADVTECH ENVIRONMENTAL INC	14,100.00	14,100.00	0154053829 5805	Hazardous Materials and Waste / Consultants
E22M0053	ADVTECH ENVIRONMENTAL INC	157,437.76	157,437.76	0154053829 5805	Hazardous Materials and Waste / Consultants
E22M0054	AIR FILTRATION SOLUTIONS	8,342.24	8,342.24	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0055	CINTAS FACILITY SERVICES	1,200.00	1,200.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
E22M0056	O C SHORTLOAD	380.63	380.63	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0057	GRAINGER INC, WW	73.95	73.95	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0058	AMBIENT ENVIRONMENTAL INC	4,557.00	4,557.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0059	MCMASTER CARR SUPPLY COMPANY	87.27	87.27	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0060	CASE PARTS	43.50	43.50	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22R0114	HARLAND TECHNOLOGY SERVICES	1,822.00	1,822.00	0150855359 5640	Distr Testing (Non Mandate) DC / Repairs by Vendors
E22R0115	CDW.G	97.88	97.88	0131652103 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
E22R0116	BON APPETIT	2,000.00	2,000.00	0153957729 4350	Management Inservice DC / Materials and Supplies Office
E22R0117	WEINBERG ED.D., HARRY C	1,200.00	1,200.00	0153957729 5805	Management Inservice DC / Consultants
E22R0118	RENAISSANCE LEARNING INC	4,774.40	4,774.40	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22R0119	E L ACHIEVE	42,380.69	11,928.44	0120952101 4310	Title I SIG Instr District / Materials and Supplies Instr

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PURCHASE ORDER DETAIL REPORT
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E22R0119	*** CONTINUED ***				
			30,452.25	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
E22R0120	PEARSON ASSESSMENT INC	441.75	441.75	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0121	COSGROVE, MARILEE	643.15	38.07	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			4.33	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			326.58	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
			59.60	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			214.57	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
E22R0122	PEARSON ASSESSMENT INC	1,325.25	1,325.25	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0123	SUPPLY MASTER	175.65	175.65	0151354341 4350	Health Services / Materials and Supplies Office
E22R0124	KNOTT'S BERRY FARM	1,209.45	1,209.45	1208227101 5850	Summer Camp Instr Sunset Lane / Admission Fees
E22R0125	ACADEMIC COMMUNICATION ASSOCIA	91.44	34.44	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
			57.00	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0126	JANELLE PUBLICATIONS	308.77	166.27	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
			142.50	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0127	PRO ED	258.89	258.89	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0128	REMEDIA PUBLICATIONS INC	182.77	182.77	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0129	RIVERSIDE PUBLISHING COMPANY	458.38	458.38	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0130	WESTERN PSYCHOLOGICAL SERVICES	267.19	267.19	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0131	THINK SOCIAL PUBLISHING INC	26.13	26.13	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0132	SCHOOL SPECIALTY	169.12	169.12	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0133	SCHOOL SPECIALTY	165.36	165.36	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0134	SENSORY EDGE	163.07	163.07	0124954392 6410	ARRA IDEA PreschB619 Pupil Svc / New Equip Less
E22R0135	SUPER DUPER PUBLICATIONS	217.20	217.20	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0136	SUPER DUPER PUBLICATIONS	302.33	302.33	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0137	SUPER DUPER PUBLICATIONS	69.45	69.45	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies

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PURCHASE ORDER DETAIL REPORT
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E22R0138	SUPER DUPER PUBLICATIONS	286.67	286.67	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0139	SUPER DUPER PUBLICATIONS	324.74	324.74	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0140	SUPER DUPER PUBLICATIONS	166.15	166.15	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0141	SUPER DUPER PUBLICATIONS	357.67	357.67	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0142	SUPER DUPER PUBLICATIONS	141.10	141.10	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0143	SUPER DUPER PUBLICATIONS	85.65	85.65	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0144	SUPER DUPER PUBLICATIONS	13.00	13.00	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0145	BROOKES PUBLISHING, PAUL H	241.26	241.26	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
E22R0146	LINGUI SYSTEMS INC	209.63	209.63	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0147	PAR INC	478.68	239.34	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
			239.34	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
E22R0148	PAR INC	478.68	478.68	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
E22R0149	LINGUI SYSTEMS INC	169.44	169.44	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0150	LINGUI SYSTEMS INC	99.94	99.94	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0151	LINGUI SYSTEMS INC	142.15	142.15	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0152	LINGUI SYSTEMS INC	136.65	136.65	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0153	LINGUI SYSTEMS INC	130.29	130.29	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0154	LINGUI SYSTEMS INC	47.80	47.80	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0155	LINGUI SYSTEMS INC	162.92	162.92	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0156	LINGUI SYSTEMS INC	95.60	95.60	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0157	LINGUI SYSTEMS INC	522.00	522.00	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0158	RIVERSIDE PUBLISHING COMPANY	418.00	418.00	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
E22R0159	PAR INC	396.95	396.95	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0160	PEARSON ASSESSMENT INC	5,414.27	5,414.27	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits

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PURCHASE ORDER DETAIL REPORT
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E22R0161	SOPRIS WEST	239.18	239.18	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
E22R0162	CURRICULUM ASSOCIATES	390.69	390.69	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
E22R0163	PRO ED	237.50	237.50	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
E22R0164	SUPER DUPER PUBLICATIONS	243.83	243.83	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0165	APPLE COMPUTER INC.	84.83	84.83	0120952271 4350	Title I SIG Administration / Materials and Supplies Office
E22R0166	BLACKBOARD CONNECT INC	37,300.00	37,300.00	8155050721 4350	EP Safety Mandates PR / Materials and Supplies Office
E22R0167	APPLE COMPUTER INC.	100.00	100.00	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
E22R0168	COSGROVE, MARILEE	379.41	85.85	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
			105.90	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			72.88	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
			114.78	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
E22R0169	ACADEMIC THERAPY PUBLISHERS	142.50	142.50	0151154321 4315	Psychological Services / Materials Test Kits Protocols
E22R0170	RIVERSIDE PUBLISHING COMPANY	289.75	289.75	0151154321 4315	Psychological Services / Materials Test Kits Protocols
E22R0171	DON JOHNSTON INC	157.16	157.16	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
E22R0172	ASSOCIATION OF LOW WEALTH SCHO	2,500.00	2,500.00	0152557709 5310	Board Discret / Dues and Memberships
E22R0173	RENAISSANCE LEARNING INC	194.16	194.16	0124154392 6410	ARRA IDEA Basic Pupil Enhance / New Equip Less Than
E22R0174	AEROMARK	43.50	43.50	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0175	CORTEZ, DOLORES	92.00	92.00	1231852101 5880	Pre K Family Literacy Instr / Fingerprinting
E22R0176	ARAJI, DIANNA	96.00	96.00	1208111101 5880	Preschool Instr Beechwood / Fingerprinting
E22R0177	SUPPLY MASTER	326.24	326.24	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
E22V0027	APPLE COMPUTER INC.	10,513.31	10,513.31	0125554101 6450	LEA Medi Cal Reimburse Speech / Repl Equip Less Than
E22V0028	HARRIS OFFICE PRODUCTS	2,705.65	2,705.65	0124154392 6410	ARRA IDEA Basic Pupil Enhance / New Equip Less Than
E22V0029	APPLE COMPUTER INC.	1,186.16	100.83	0132952271 4350	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
			1,085.33	0132952271 6410	Aftr Schl Ed Sfty Grt Cohort 6 / New Equip Less Than
E22V0030	APPLE COMPUTER INC.	3,285.86	3,285.86	0152657719 6450	Superintendent Discret / Repl Equip Less Than \$10,000

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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E22V0031	APPLE COMPUTER INC.	2,769.08	1,384.54	1208127101 6410	Preschool Inst Sunset Lane / New Equip Less Than \$10,000
			1,384.54	1208510271 6410	Childcare Admin Acacia / New Equip Less Than \$10,000
E22X0195	ADMINISTRATORS NORTHWEST INC	8,000.00	5,000.00	0152451749 3901	Risk Management Discretionary / Other Benefits
			3,000.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classified
E22X0196	XEROX CORPORATION	399.07	399.07	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22X0197	CM SCHOOL SUPPLY COMPANY	1,500.00	1,500.00	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
E22X0198	VERIZON WIRELESS	500.00	500.00	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
E22X0199	CM SCHOOL SUPPLY COMPANY	1,500.00	1,500.00	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
E22X0200	OFFICE DEPOT BUSINESS SERVICE	200.00	200.00	1208555271 4350	Fee Based Childcare Admin / Materials and Supplies Office
E22X0201	VERIZON WIRELESS	450.00	450.00	0140318279 5900	School Administration Discret / Communications
E22X0202	COSTCO WHOLESALE	500.00	500.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
E22X0203	OFFICE DEPOT BUSINESS SERVICE	200.00	200.00	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
E22X0204	OFFICE DEPOT BUSINESS SERVICE	200.00	200.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
E22X0205	COSTCO WHOLESALE	500.00	500.00	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
E22X0206	STATER BROS	250.00	250.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
E22X0207	STATER BROS	250.00	250.00	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
E22X0208	ARROWHEAD DRINKING WATER	300.00	300.00	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
	Fund 01 Total:	343,767.41			
	Fund 12 Total:	14,744.19			
	Fund 25 Total:	489.38			
	Fund 81 Total:	37,300.00			
	Total Amount of Purchase Orders:	396,300.98			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

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E22D0037	KTS AGENDAS	4,135.37	+411.08	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
E22D0100	SCHOOL SPECIALTY	62.74	-154.75	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22R0111	FREE WILL PRINTING COMPANY	81.56	+16.31	1208211101 4310	Summer Camp Inst Beechwood / Materials and Supplies Instr
E22X0001	SOUTHWEST SCHOOL SUPPLY	8,000.00	+7,000.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22X0080	SOUTHWEST SCHOOL SUPPLY	3,300.00	+1,500.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
E22X0082	SOUTHWEST SCHOOL SUPPLY	3,600.00	+3,000.00	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies Inst
E22X0084	SOUTHWEST SCHOOL SUPPLY	2,200.00	+1,500.00	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies Instr
Fund 01 Total:			13,256.33		
Fund 12 Total:			16.31		
Total Amount of Change Orders:			13,272.64		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/28/2010

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: September 28, 2010

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

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

PREPARED BY: Lisa Reynoso, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 130090 THROUGH 130177 AND OUT-OF-DATE SEQUENCE
PURCHASE ORDERS NUMBERED DJ-130002 AND GS-130002 FOR THE
2010/2011 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 24, 2010 through September 6, 2010, contains purchase orders numbered 130090 through 130177 and out-of-date sequence purchase orders numbered DJ-130002 and GS-130002 for the 2010/2011 school year totaling \$349,996.96.

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

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 130090 through 130177 and out-of-date sequence purchase orders numbered DJ-130002 and GS-130002 for the 2010/2011 school year.

GC:LR:dlh
Attachment

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
A & R Distributors	130094	8/24/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$182.10
A & R Distributors	130121	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$17,793.30
A & R Distributors	130122	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$14,338.30
A & R Distributors	130123	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$53,164.20
A & R Distributors	130124	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$22,832.40
A & R Distributors	130125	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$52,620.20
A & R Distributors	130126	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$6,536.40
A & R Distributors	130155	8/30/2010	9/8/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$553.20
A & R Distributors	130164	9/1/2010	9/8/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$14.91
Vendor Total:						\$168,035.01
Plastic Packaging	130162	9/1/2010	9/10/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$30.80
Vendor Total:						\$30.80
So. CA School Nutrition Assoc.	130099	8/24/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$450.00
Vendor Total:						\$450.00
State of California Dept. of Education	130098	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1.00

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
						Vendor Total:	\$1.00
Swift Produce	130150	8/24/2010	8/25/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$387.06
Swift Produce	130151	8/24/2010	8/27/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$484.00
Swift Produce	130152	8/26/2010	8/30/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$709.27
Swift Produce	130153	8/26/2010	8/31/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$713.06
Swift Produce	130158	8/30/2010	9/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$448.73
Swift Produce	130159	8/30/2010	9/2/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130160	8/30/2010	9/3/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130172	9/2/2010	9/7/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130173	9/2/2010	9/8/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130174	9/2/2010	9/9/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130175	9/2/2010	9/10/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
						Vendor Total:	\$3,101.52
Gold Star Foods	130091	8/24/2010	8/27/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$55.38
Gold Star Foods	130157	8/30/2010	9/10/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$2,173.60
Gold Star Foods	130166	9/1/2010	9/3/2010				<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods	130166	9/1/2010	9/3/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$142.50
Gold Star Foods	130167	9/1/2010	9/1/2010	9/10/2010		<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$150.00
Gold Star Foods	130168	9/1/2010	9/1/2010	9/17/2010		<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$150.00
Gold Star Foods	130169	9/1/2010	9/1/2010	9/24/2010		<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$150.00
Vendor Total:						\$2,963.98
P & R	130090	8/24/2010	9/3/2010			<input type="checkbox"/>
					Sales Tax:	\$13.96
					P.O. Total:	\$249.71
P & R	130163	9/1/2010	9/10/2010			<input type="checkbox"/>
					Sales Tax:	\$20.56
					P.O. Total:	\$255.56
Vendor Total:						\$505.27
Industrial Electric	130170	9/2/2010	9/2/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$300.00
Vendor Total:						\$300.00
ASR Food Distributors, Inc.	130095	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$25.00
Vendor Total:						\$25.00
Chefs' Toys	130165	9/1/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$2.42
					P.O. Total:	\$30.02
Chefs' Toys	130171	9/2/2010	9/2/2010			<input type="checkbox"/>
					Sales Tax:	\$4.38
					P.O. Total:	\$54.38
Vendor Total:						\$84.39

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Campus Foods	130093	8/24/2010	8/26/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,229.60
Campus Foods	130128	8/26/2010	8/27/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,113.84
Campus Foods	130156	8/30/2010	9/9/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$431.10
Vendor Total:						\$5,774.54
Trade Supplies	130176	9/3/2010	9/8/2010			<input type="checkbox"/>
					Sales Tax:	\$13.96
					P.O. Total:	\$173.46
Vendor Total:						\$173.46
Swisher	130092	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$12.21
					P.O. Total:	\$151.77
Vendor Total:						\$151.77
Fresh Grill, LLC	130127	8/26/2010	8/26/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$13,813.80
Vendor Total:						\$13,813.80
Hollandia Dairy	130100	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,057.20
Hollandia Dairy	130101	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,057.20
Hollandia Dairy	130102	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,402.90
Hollandia Dairy	130103	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,539.60
Hollandia Dairy	130104	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,539.60

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130105	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,539.60
Hollandia Dairy	130106	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,567.95
Hollandia Dairy	130107	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130108	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$765.30
Hollandia Dairy	130109	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130110	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$796.64
Hollandia Dairy	130111	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$762.84
Hollandia Dairy	130112	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130113	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130114	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,009.50
Hollandia Dairy	130115	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130116	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130117	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$894.35
Hollandia Dairy	130118	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$900.50
Hollandia Dairy	130119	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$731.50
Hollandia Dairy	130120	8/24/2010	8/24/2010			<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130120	8/24/2010	8/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$5,104.83
Hollandia Dairy	130129	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,642.00
Hollandia Dairy	130130	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,804.50
Hollandia Dairy	130131	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,119.40
Hollandia Dairy	130132	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,468.00
Hollandia Dairy	130133	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,468.00
Hollandia Dairy	130134	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,468.00
Hollandia Dairy	130135	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,194.70
Hollandia Dairy	130136	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,157.40
Hollandia Dairy	130137	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,771.40
Hollandia Dairy	130138	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$5,007.80
Hollandia Dairy	130139	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,970.50
Hollandia Dairy	130140	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$5,007.80
Hollandia Dairy	130141	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$5,007.80
Hollandia Dairy	130142	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,921.00
Hollandia Dairy	130143	8/26/2010	9/1/2010			<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130143	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,771.40
Hollandia Dairy	130144	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,889.40
Hollandia Dairy	130145	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,566.60
Hollandia Dairy	130146	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,448.60
Hollandia Dairy	130147	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,889.40
Hollandia Dairy	130148	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,243.80
Hollandia Dairy	130149	8/26/2010	9/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$10,521.36
Vendor Total:						\$120,273.60
Joseph Webb Foods, Inc.	130096	8/24/2010	8/25/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$105.88
Joseph Webb Foods, Inc.	130177	9/3/2010	9/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$280.00
Vendor Total:						\$385.88
Supply Master	130154	8/30/2010	8/31/2010			<input type="checkbox"/>
					Sales Tax:	\$37.40
					P.O. Total:	\$464.77
Vendor Total:						\$464.77
Pacific 4	130161	8/31/2010	9/30/2010			<input type="checkbox"/>
					Sales Tax:	\$39.16
					P.O. Total:	\$486.66
Vendor Total:						\$486.66

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 8/24/2010 and 9/6/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
TechRoom	130097	8/24/2010	8/30/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$32,400.00
						Vendor Total:	\$32,400.00

Grand Total \$349,421.45

CONSENT ITEM

DATE: September 28, 2010

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

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

PREPARED BY: Suwen Su, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 75307 THROUGH 75473 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 75307 through 75473 for the 2010/2011 school year. The total amount presented for approval is \$1,321,594.85.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,239,639.17
12 Child Development	22,633.84
14 Deferred Maintenance	719.10
21 Building Fund	10,713.22
25 Capital Facilities	10,508.22
40 Special Reserve	-
68 Workers' Compensation	81.30
81 Property/Liability Insurance	37,300.00
Total	<u>\$1,321,594.85</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 75307 through 75473 for the 2010/2011 school year.

GC:SS:ds

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7786 THROUGH 7810 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 7786 through 7810 for the 2010/2011 school year. The total amount presented for approval is \$4,204.65.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 7786 through 7810 for the 2010/2011 school year.

GC:LR:dlh

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Ted Lai, Director, Technology & Media Services
SUBJECT: APPROVE TELECOMMUNICATIONS OF ORANGE COUNTY (TOC) AGREEMENT FOR 2010/2011

Background: Telecommunications of Orange County (TOC) is the instructional television service of KOCE TV. TOC provides instructional television materials for the classroom. District membership in TOC provides rights for the use and duplication of TOC instructional video programs. These programs come with teacher guides and are aligned to content standards.

TOC membership also provides access to Discovery Education Streaming (formerly known as unitedstreaming), an online service with over 5,000 full-length videos, 50,000 video clips and thousands of still images available to download for teacher and student use. A database, searchable by California Content Standards or keywords, provides easy access to these instructional materials.

TOC member districts have access to many staff development workshops and special events. The District will continue working with the TOC Executive Director for training opportunities during Wednesday Staff Developments.

Rationale: TOC membership provides access and rights to video resources aligned to the California Content Standards and the Fullerton School District curriculum. Teachers can use these resources and be copyright compliant.

Funding: The total dollar amount of the 2010/2011 TOC Agreement is \$14,393.15 and will be paid from Technology and Media Services funds (#400).

Recommendation: Approve Telecommunications of Orange County (TOC) Agreement for 2010/2011.

JM:TL:sg
Attachment



Formerly Telecommunications of Orange County (TOC)
KOCE-TV / KOCE-DT FOUNDATION

17011 Beach Blvd, Suite 1550, P.O. Box 2476, Huntington Beach, CA 92647 ♦ 714-861-4300

2010-2011

AGREEMENT
FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION**, on behalf of **KOCE Classroom**, 17011 Beach Blvd, Suite 1550, P.O. Box 2476, Huntington Beach, California 92647 and Fullerton School District ("Client"), 1401 W. Valencia Fullerton, CA 92833.

IN CONSIDERATION OF the mutual promises and covenants contained herein, KOCE Classroom and client agree as follows:

1. Purpose of Agreement: This Agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the KOCE primary reception area is eligible for KOCE Classroom membership and services; In addition, any school, school district, or educational agency capable of receiving KOCE's broadcast signal via cable television is likewise eligible.
3. KOCE Classroom Advisory Board: Membership in KOCE Classroom shall entitle the Client to representation on the KOCE Classroom Advisory Board. The KOCE Classroom Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on KOCE-TV and in the approval of relevant financial decisions.
4. Television Consulting Services: KOCE Classroom shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom. Such training resource include but is not limited to teacher guides and instructional materials.
5. Broadcast of Instructional Television Programming: KOCE Classroom shall, within the broadcast limits specified below, use its best efforts to provide educational television such as: instructional television programs and recordings for 30 weeks during the school year, September through June.
6. Discovery Streaming: KOCE Classroom shall provide Client with *Discovery Streaming* for

use in the classroom.

7. Grant of License to Record Series: KOCE Classroom grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from broadcast by KOCE-TV all series used by Client (“Recordings”).
8. Limitations on License to Record Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this agreement is renewed but shall erase only those Recordings not included on the KOCE webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by KOCE Classroom.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are KOCE Classroom clients. Client may also use KOCE Classroom recordings for re-programming on a community cable television channel or channels dedicated to Client’s use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling KOCE Classroom programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the KOCE Classroom webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the written approval of the KOCE Director of Educational Services.
10. Broadcast Limits: Client acknowledges and agrees that KOCE-TV, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this Agreement because of any scheduling or rescheduling by KOCE Classroom of educational television programs. All scheduling or rescheduling of KOCE Classroom broadcasts including educational television programs shall be as approved by the Educational department of KOCE.
11. Liability Insurance: KOCE Classroom shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by KOCE Classroom, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
12. Ownership of Instructional Television Programs: All instructional television programs, and teacher guides and Instructional Materials are and shall remain the property of KOCE Classroom. KOCE Classroom shall negotiate all lease agreements for educational television programs, which will remain the property of the educational television program distributor.

KOCE Classroom shall assume responsibility for obtaining all necessary licenses to use copyrighted material incorporated in Instructional Television Programs, Recordings, Teacher Guides and Instructional Materials. Client shall assume all responsibility for the use of such copyrighted materials. Rights to retain KOCE Classroom licensed programs on videotape, computer hard drives; or other storage media shall terminate upon non-renewal of this Agreement.

13. Termination: If either client or KOCE Classroom defaults in the performance of any of the terms of this Agreement, it shall have ten (10) days after service of written notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at its option may terminate this Agreement without further notice.

14. Notice: Any notices required or permitted here under shall be given in writing to the appropriate party at the address specified below. Notice shall be deemed given upon personal delivery of written notice, or when written notice is sent by certified or registered mail. The notices should be sent as follows:

To KOCE Classroom: **KOCE-TV Foundation**
c/o KOCE Classroom
17011 Beach Blvd. Suite 1550
Huntington Beach, CA 92647
Attention: Ed Miskevich, Station Manager

To CLIENT: Fullerton School District
1401 W. Valencia
Fullerton, CA 92833
Attention: Ted Lai

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by KOCE Classroom, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2011. The period in which KOCE Classroom shall provide television broadcasting and consulting services here under is September 29, 2010 to June 3, 2011. The period in which KOCE Classroom shall provide online video streaming will be September 29, 2010 to August 31, 2011.
16. Fees: In consideration of the obligations performed here under by KOCE Classroom, client shall pay KOCE Classroom a fee of \$1.05 per student for Discovery Education basic streaming. The total dollar amount of this Agreement is \$14,393.15. The total number of students is 13,697.
17. Indemnity: KOCE Classroom to the extent permitted by law shall defend, indemnify and hold harmless Client and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from any claim, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this Agreement by KOCE Classroom, negligence, misconduct or other fault of KOCE Classroom and its employees, instructors, agents and representatives in the performance of its obligations under this Agreement including the violation of any copyrighted material provided to KOCE Classroom by client.

18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify KOCE Classroom as provided in paragraph 17, to the extent allowed by law neither party shall be liable to the other party for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.

19. Remittance: Remittance of fees shall be made as follows: One payment of total fee of **\$14,393.15**.

20. This agreement and Exhibit A attached hereto constitute the entire agreement among parties to it and supersedes any prior or contemporaneous understanding or agreement and may be amended only by a written amendment executed by both parties to the agreement.

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.

Consultant
KOCE-TV/KOCE DT Foudnation

By: 
Signature

Name Ed Miskevich

Title Station Manager

Date 9/2/10

District
Fullerton School District

By: _____
Signature

Name Mitch Hovey

Title Superintendent

Date _____

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Dawn Ariza
Controller
c/o KOCE-TV
17011 Beach Blvd. Suite 1550
Huntington Beach, CA 92647-0476

Retain a copy for your files. After receiving this Agreement, KOCE Classroom will invoice client through their fiscal agent.

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Yaelan Choo, Principal, Fern Drive
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH BARBARA CRISTIANO FOR TEACHING MUSIC THEORY AND PIANO KEYBOARDING TO SUPPORT THE MATH & MUSIC PROGRAM AT FERN DRIVE SCHOOL FROM OCTOBER 5, 2010 TO JUNE 30, 2011**

Background: Barbara Cristiano has taught keyboarding and music theory to students in Grades 2–4 at Fern Drive two days a week for the last five years. Mrs. Cristiano is a retired music teacher, and she has received ongoing training from the Mind Institute since she has taken this position. She teaches music theory, notation, and keyboarding using the prescribed Mind Institute curriculum. Mrs. Cristiano is a knowledgeable and effective instructor.

Rationale: Music theory and keyboarding is an integral part of the Math & Music program at Fern Drive. All second through fourth grade students receive music instruction at least once a week for forty minutes. The integration of the music component with the computer math is what differentiates this program from other math interventions. Fern Drive students have scored consistently high in math since the inception of this program.

Funding: The cost of the trainings is not to exceed \$5,000 to be paid from the Math & Music fund, which is supported by the Fern Drive PTA and community.

Recommendation: Approve Independent Contractor Agreement with Barbara Cristiano for teaching music theory and piano keyboarding to support the Math & Music Program at Fern Drive School from October 5, 2010 to June 30, 2011.

JM:YC:nr
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Barbara Cristiano, Address on File**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Teaching keyboard/music lessons to Fern Drive students. Grades 2–3.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **October 5, 2010 - June 30, 2011**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Five Thousand Dollars (\$5000.00)**.

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

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR

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

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

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

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

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

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

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the

CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

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

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

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

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

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

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

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

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or

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

DISTRICT:

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

CONTRACTOR:

Barbara Cristiano
Address on File

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY of September 2010.

Fullerton School District
(Name of District)

Barbara Cristiano
(Independent Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Typed Name

Superintendent
Title

Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS (ALS), INC. TO PROVIDE SUPPORT FOR PROGRAM IMPROVEMENT AND CALIFORNIA GATEWAY'S INTENSIVE INTERVENTION PROGRAM FOR 2010/2011**

Background: Action Learning Systems, Inc., a California Department of Education (CDE) approved SB472 provider for English Language Arts: Steck-Vaughn California Gateways conducted a three-day professional development training during August, 2010 for Fullerton School District 4–8 grade teachers who are teaching the intervention program. An additional ten days for follow-up training and support is beneficial to staff to ensure faithful and successful implementation of the program. ALS is also approved by the CDE to support schools and districts that are identified for Program Improvement. ALS instructors are knowledgeable with instructional and intervention strategies that support student achievement.

Rationale: Teachers will benefit from extensive training for the newly adopted English Language Arts, California Gateways Intensive Intervention program.

Funding: Cost is not to exceed \$20,000.00 to be paid from Title I (213) American Recovery and Reinvestment Act (ARRA) District restricted funds.

Recommendation: Approve Consultant Agreement between Fullerton School District and Action Learning Systems (ALS), Inc. to provide support for Program Improvement and California Gateway's Intensive Intervention Program for 2010/2011.

JM:SA
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, Inc., 135 S. Rosemead Blvd., Pasadena, CA 91107 (626) 744-5344**, 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: **Ten days of training and coaching to support instruction and program improvement.**
2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 28, 2010 – May 30, 2011.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two thousand dollars per day (\$2,000.00). Total contract price not to exceed a fee of twenty thousand dollars (\$20,000.00).** CONSULTANT shall submit a billing statement to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.
5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands

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

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

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

Action Learning Systems, Inc.
135 S. Rosemead Blvd.
Pasadena, CA 91107
626-744-5344

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY of September 2010.

Fullerton School District
(Name of District)

Action Learning Systems, Inc.
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Kit Marshall
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: September 28, 2010

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

FROM: Kathleen Carroll, Director of Classified Personnel Services

SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on September 13, 2010.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 9/13/10
PRESENTED TO THE BOARD OF TRUSTEES: 9/28/10

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID 1700		30 day suspension without pay 8/4-9/14/10	08/04/10	11	8.00	542	B25/6
Gloria	Barela	Clerical Asst. II/BB	Accepted layoff in lieu of reduced hour position	08/11/10	19	3.75	403	B20/2
Kristen	Cooper	Occupational Therapist	Add management mileage allowance	08/25/10	54	8.00	241	M14/1
Emilio	Ceballos	Maintenance Worker I	Amend reinstatement date from 6/21/10	07/07/10	53	8.00	533	B25/6
Maria	Aguilera	Instr. Asst./Reg.	Change from limited to substitute status	09/01/10	99		999	B11/1
Maria	Mucino	Playground Sup.	Change to regular status	08/30/10	10	4.0/wk	100	B11/1
Vanessa	Buchanan	Playground Sup./sub	Change to substitute status	08/30/10	11		100	B11/1
Razia	Mushtaq	Playground Sup./sub	Change to substitute status	09/07/10	10		100	B11/1
Braidie	Weber	Playground Sup./sub	Change to substitute status	08/30/10	11		100	B11/1
Lisa	Bryce	Playground Sup.	Decrease hours from 17 to 11.25/week	08/30/10	11	11.25	100	B11/1
Kenneth	Jeffrey	Transporter	Employ extended school year	07/23/10	90	8.00	606	B20/6
Rene	Mora	Instr. Asst./SE I	End leave of absence	05/17/10	20	6.00		B14/4
Adao	Garcia	Custodian I	Extend extra time	08/30/10	90	3.75		B17/4
Jose	Saldana	Custodian I	Extend extra time	08/13/10	17	8.00		B17/4
Alicia	Solis	Custodian I	Extend extra time	08/30/10	25	3.75		B17/6
Jesus	Sotello	Custodian II	Extend working out of class 6/30-7/31/10	06/30/10	17	8.00	542	B24/5
Alice	Wang	Account Clerk II	Extra summer work	08/27/10	90	8.00	606	B24/5
Megan	Cooley	Instr. Asst./SE II B	Extra summer work	08/27/10	15	2.00		B14/3
Juliet	Knight	Instr. Asst./SE II B	Extra summer work	08/27/10	15	2.00		B14/4
Alicia	Solis	Custodian I	Extra summer work	07/02/10	53	8.00	542	B17/6
Teresa	Cauley	Instr. Asst./SE II B	Extra summer work	08/27/10	15	2.00		B14/6
Jagath	Jayarathne	Instr. Asst./Tech.	Extra summer work	08/11/10	28	6.00	304	B14/5
Hugo	Romo	Custodian I	Extra summer work 6/17-8/27/10	06/17/10	53	3.75	542	B17/6
Maria	Soberanis	School Office Mgr.	Extra summer work 6/23-6/30/10	06/23/10	19	8.00	097/102	B25/4
Jin	Hahn	Instr. Asst./BBK	Extra summer work 7/1-8/30/10	07/01/10	56		514	B14/1
Kristen	Cooper	Occupational Therapist	Extra summer work 7/21-8/24/10	07/21/10	54	8.00	241	M14/1
Jagath	Jayarathne	Instr. Asst./Tech.	Extra summer work 8/11-8/27/10 as needed	08/11/10	28	6.00	304	B14/5
Heidi	Harris	Ed. Media Assistant	Extra summer work 8/12-8/27/10	08/12/10	21		97	B19/1
Jana	Benavides	After School Site Lead	Extra summer work 8/16-8/20/10	08/16/10	60	8.00	85	B18/6
Nancy	Todd	After School Site Lead	Extra summer work 8/16-8/20/10	08/16/10	60	8.00	85	B18/6
Michael	Vallejo	After School Site Lead	Extra summer work 8/16-8/20/10	08/16/10	60	8.00	85	B18/6
Rachel	Moralez	Instr. Asst./BB	Extra summer work 8/16-8/20/10	08/16/10	25	8.00	310	B14/6
Leticia	Edmunds	Instr. Asst./Reg.	Extra summer work 8/16-8/20/10	08/16/10	22	8.00	310	B11/6
Kathleen	Fitzsimmons	Instr. Asst./SE II B	Extra summer work 8/16-8/27/10	08/16/10	54		241	B14/1
Michelle	Ligao	Instr. Asst./SE II B	Extra summer work 8/20-8/27/10	08/20/10	54		242	B14/6
Maria	Aguilera	Instr. Asst./Reg.	Extra summer work 8/23-8/24/10	08/23/10	28	8.00	117	B11/1
Christina	Peniche	Instr. Asst./Reg.	Extra summer work 8/23-8/24/10	08/23/10	28	8.00	117	B11/1

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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Lisa	Pichardo	Instr. Asst./Reg.	Extra summer work 8/23-8/24/10	08/23/10	28	8.00	117	B11/1
George	Lara	Instr. Asst./BB	Extra summer work 8/23-8/27/10	08/23/10	28	6.00	304	B14/1
Feliciano	Hernandez	Transporter	Extra summer work 8/24-8/27/10	08/24/10	90	8.00	606	B20/5
Lissandra	Anguiano	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	12	8.00	310	B14/3
Cristina	Arambula	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	21	8.00	318	B14/6
Blanca	Arellano	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	28	8.00	310	B14/6
Lilian	Barragan	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	29	8.00	318	B14/6
Delores	Cortez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	29	8.00	318	B14/6
Noelia	Cuanalo	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	22	8.00	318	B14/3
Vanessa	De La Torre	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/4
Ricardo	Escobar	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/6
Jennie	Garcia	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/5
Maria	Garcia	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	19	8.00	310	B14/6
Luz	Garcia Montes	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/3
Bitia	Gonzalez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	19	8.00	310	B14/6
Cynthia	Gonzalez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/4
Mauro	Guzman	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/4
Margarita	Hernandez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	21	8.00	318	B14/6
Catalina	Hurtado	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	25	8.00	310	B14/3
Maria	Lacuesta	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	19	8.00	310	B11/6
Antonieta	Lopez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	28	8.00	310	B14/6
Jessica	Lopez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	12	8.00	310	B14/6
Elizabeth	Marchan	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/2
Maira	Michel	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/5
Frank	Montano	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/6
Rachel	Moralez	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	25	8.00	310	B14/6
Flor	Obregon	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	19	8.00	310	B14/6
Liseth	Palacios	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	25	8.00	310	B14/3
Alberti	Paz	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/4
Enriqueta	Pereda	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	22	8.00	318	B14/6
Jamie	Roque	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/5
Luz	Vejar	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	25	8.00	310	B14/6
Maria	Wirtz	Instr. Asst./BB	Extra summer work 8/26-8/27/10	08/26/10	21	8.00	318	B14/6
Mireya	Alvarez	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/6
Diana	Araji	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	11	8.00	81	B11/2
Joanna	Barraza	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/3
Amruta	Bhatt	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/1

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Jessica	Bonilla	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Antonio	Calderon	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/5
Sara	Calderon	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Tizoc	Castillo	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Jennifer	Cervantes	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Sam	Choi	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/3
Stephanie	Chung	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Fredd	Corrales	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Scott	Dinh	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Lauren	Dodd	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/4
Danielle	Dorse	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Andrea	Elias	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Joseph	Enerson	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/5
Veronica	Escobedo	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Jessica	Farias	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	29	8.00	318	B11/4
Lily	Galvan	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/2
Christoper	Garcia	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/2
Lissett	Garcia	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/6
Rene	Garcia	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/4
Tanya	Garcia	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/3
Asha	Ghai	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Karen	Gonzalez	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/6
Eric	Goossen	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/4
Lori	Grant	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Amanda	Helo	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Tristin	Hernandez	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Jennifer	Holden	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/3
Victoria	Hruby	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/4
Victoria	Huston	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	12	8.00	310	B11/2
Jeffrey	Lawhorn	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Mariann	Martin	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	28	8.00	310	B11/6
Jesse	Martindale	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/2
Edith	Mendoza	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/4
Sandra	Mendoza	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/5
Kimberly	Moore	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Tawnya	Moore	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Patricia	Morad	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/6

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Emmanuel	Moran	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Angela	Naranjo	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/6
Alma	Navarro	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/5
Karina	Ortega	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/2
Patricia	Otto-Baskill	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/5
Marissa	Phillips	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/2
Elizabeth	Romero	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Lilia	Ruiz	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/5
Monica	Ruiz	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B14/3
Christopher	Sandoval	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/2
Ian	Serrano	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/5
Jazmin	Serrano	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/2
Kristine	Sterris	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Ryan	Victoria	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Guadalupe	Villescas Payan	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/4
Zinna	Voong	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	85	B11/3
Dominic	Wragg	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/4
Jennifer	Zuloaga	Instr. Asst./Rec.	Extra summer work 8/26-8/27/10	08/26/10	60	5.00	329	B11/3
Raquel	Bingham	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	27	8.00	81	B11/6
Mary	Dardis	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	12	8.00	310	B11/4
Irma	Edmunds	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	22	8.00	318	B11/6
Renay	Ibarra	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	29	8.00	318	B11/4
Cortes	Melody	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	28	8.00	310	B11/4
Azucena	Perez-Maldonado	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	25	8.00	310	B11/4
Sandra	Polendo	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	11	8.00	81	B11/6
Martha	Ramirez	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	25	8.00	310	B11/4
Mariela	Valladares	Instr. Asst./Reg.	Extra summer work 8/26-8/27/10	08/26/10	22	8.00	318	B11/3
Synoeum	Seang	Instr. Asst./SE II B	Extra summer work 8/30-11/1 NTE 10 hrs/wk	08/30/10	10		241	B14/6
Andrea	Garcia	Clerical Asst. I	Extra summer work 8/4-8/05/10	08/04/10	54	6.00	514	B17/1
Frank	Rangel	Transporter	Extra summer work 8/9-8/27/10	08/09/10	50	8.00	531	B20/6
Alicia	Tavarez	Clerical Asst. II	Extra summer work through 6/25/10	06/22/10	17		97	B20/6
Sarah	Hamelberg	Instr. Asst./SE II B	Extra summer work/home prog. 6/21-8/27/10	06/21/10	54	4.00	241/123	B14/1
Synoeun	Seang	Instr. Asst./SE II B	Extra summer work/home prog. 6/21-8/27/10	06/21/10	54	4.00	241	B14/6
Anna	Waters	Instr. Asst./SE II B	Extra summer work/home prog. 6/21-8/27/10	06/21/10	54	4.00	241	B14/1
Margaret	Dann	Instr. Asst./SE II B	Extra summer work/home prog. 6/28-8/27/10	06/28/10	54	4.00	241	B14/4
Jennie	Perez	Food Service Asst. II	Extra summer work/in-service	08/27/10	90	8.00	606	
Monica	Asendorf	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	4.00	606	

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Shelly	Bode	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.00	606	
Claudia	Casillas	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	5.00	606	
Tan	Chai-Boay	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.00	606	
Martha	Craig	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	6.00	606	
Julie	Dibble	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	2.00	606	
Blanca	Garcia	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	2.00	606	
Debbie	Kindstrand	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.80	606	
Rosa	Macial	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	5.50	606	
Virginia	Mette	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.00	606	
Karen	Moore	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.80	606	
Tracy	Ordway	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	6.00	606	
Colleen	Sheehan	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.00	606	
Jay	Sukhadia	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	2.80	606	
Rosye	Thyr	Food Service Asst. I	Extra summer work/in-service	08/27/10	90	3.00	606	
Pam	Adams	Food Service Asst. II	Extra summer work/in-service	08/27/10	90	7.00	606	
Julie	Boden	Food Service Asst. II	Extra summer work/in-service	08/27/10	90	8.00	606	
Leticia	Hernandez	Food Service Asst. II	Extra summer work/in-service	08/27/10	90	8.00	606	
Helen	Martinez	Food Service Asst. II	Extra summer work/in-service	08/27/10	90	8.00	606	
Melody	Reynolds	Food Service Asst. II	Extra summer work/in-service	08/27/10	90	8.00	606	
George	Lara	Instr. Asst./BB	Hire limited term	08/30/10	28	5.00	302	B14/1
Luz	Revuelta	Instr. Asst./BB	Hire limited term	08/30/10	28	4.00	302	B14/1
Susan	Rogers	Speech/Lang Path. Asst.	Hire limited term	08/30/10	54	6.00	255	B21/1
Shannon	Spradley	After School Site Lead	Hire probationary status	08/30/10	60	30.0/wk	85	B18/1
Gilbert	Artiaga	Custodian I	Hire probationary status	08/30/10	53	3.75	542	B17/1
Oscar	Castro	Custodian I	Hire probationary status	08/30/10	17	3.75	542	B17/1
Tyler	Chung	Custodian I	Hire probationary status	08/30/10	53	3.75	542	B17/1
Wendy	Kelly	Ed. Media Assistant	Hire probationary status	09/07/10	27	10.0/wk	402	B19/1
Guillermo	Melendez	HVAC Tech.	Hire probationary status	06/29/10	53	5.00	533	B32/1
Brenda	Barajas	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.75/wk	329	B11/1
Ashley	Bogdanov	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.5/wk	85	B11/1
Sarah	de Tuboly	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.5/wk	85	B11/1
Narlin	Flores	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.5/wk	392	B11/1
Lily	Garcia	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	1.50	85	B11/1
Olivia	Hamilton	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	7.5/wk	85	B11/1
Sem	Ibrahim	Instr. Asst./Rec.	Hire probationary status	09/07/10	30	12.0/wk	302/341	B11/1
Nha	Ly	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.5/wk	85	B11/1
Lester	Maldonado	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	18.0/wk	329	B11/1

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Kelly	Marquez	Instr. Asst./Rec.	Hire probationary status	08/30/10	22	19.75/wk	329	B11/1
Marilyn	Nguyen	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	10.0/wk	85	B11/1
Kevin	Phillips	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.75/wk	329	B11/1
Veronica	Pina	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	10.0/wk	85	B11/1
Gary	Ramirez	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.5/wk	85	B11/1
Wibol	Soch	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	19.5/wk	85	B11/1
Wesley	Yu	Instr. Asst./Rec.	Hire probationary status	08/30/10	60	18.0/wk	329	B11/1
Krish	Nakamura	Instr. Asst./Reg.	Hire probationary status	08/30/10	28	3.00		B11/1
Nicole	Nowell	Instr. Asst./Reg.	Hire probationary status	08/30/10	28	3.00		B11/1
Christina	Peniche	Instr. Asst./Reg.	Hire probationary status	08/30/10	28	3.00		B11/1
Lisa	Pichardo	Instr. Asst./Reg.	Hire probationary status	08/30/10	28	3.00		B11/1
Alicia	Recob	Instr. Asst./Reg.	Hire probationary status	08/30/10	28	3.00		B11/1
Kathleen	Fitzsimmons	Instr. Asst./SE II B	Hire probationary status	08/30/10	54	6.00	241	B14/1
Kristen	Cooper	Occupational Therapist	Hire probationary status	08/25/10	54	8.00	241	M14/1
Cassandra	Bunts	Playground Sup.	Hire regular status	08/30/10	27	10.0/wk	100	B11/1
Robert	Urenda	Bus Driver/sub	Hire substitute status	08/25/10	56		565/566	B21/1
Marilou	Bell	Food Service Asst. I/sub	Hire substitute status	09/07/10	90		606	B08/1
Christina	Bliss	Food Service Asst. I/sub	Hire substitute status	08/30/10	90		606	B08/1
Gloria	Mondragon Rivera	Food Service Asst. I/sub	Hire substitute status	09/03/10	90		606	B08/1
Marian	Osborn	Food Service Asst. I/sub	Hire substitute status	08/30/10	90		606	B08/1
Irma	Palomares de Islas	Food Service Asst. I/sub	Hire substitute status	09/09/10	90		606	B08/1
Rosa	Ruiz	Food Service Asst. I/sub	Hire substitute status	09/03/10	90		606	B08/1
Adam	Sandoval	Instr. Asst./Rec.	Hire substitute status	08/30/10	60		999	B11/1
Francisc	Ramirez	Food Service Asst. I	Increase hours from 1.0	08/27/10	90	2.00	606	B08/3
Francesca	Hernandez	Instr. Asst./Rec.	Increase hours from 12.0/week	08/30/10	15	12.5/wk	302/304	B11/1
Shelly	Bode	Food Service Asst. I	Increase hours from 2.0	08/27/10	90	3.00	606	B08/6
Virginia	Mette	Food Service Asst. I	Increase hours from 2.0	08/27/10	90	3.00	606	B08/4
Jayantika	Sukhadia	Food Service Asst. I	Increase hours from 2.0	08/27/10	90	2.80	606	B08/6
Rosye	Thyr	Food Service Asst. I	Increase hours from 2.0	08/27/10	90	3.00	606	B08/6
Encarnacion	Castro	Custodian I	Increase hours from 3.75	08/30/10	25/29/30	8.00	542	B17/4
Monica	Asendorf	Food Service Asst. I	Increase hours from 3.8	08/27/10	90	4.00	606	B08/6
Sandra	Latin	Instr. Asst./Rec.	Increase hours from 8.0/week	08/30/10	11	17.0/wk	341	B11/1
Flor	Obregon	Instr. Asst./BB	Lay-off/ bumped from Social Serv.Asst.	08/16/10	22	3.50	318	B14/6
Marleen	Acosta	Clerical Asst. II/BB	Lay-off/bumped/reduce hrs from 8/transfer 3.5	08/11/10	20/55	7.50	403/355	B20/6
Maria	Ayon	Instr. Asst./BB	Leave of absence 8/11/10-2/28/11	08/30/10	19	3.50	310	B14/6
Cynthia	Barrett	Account Clerk II	Longevity increase	07/01/10	50	8.00		B24/6
Michelle	Doan	Account Clerk III	Longevity increase	07/01/10	55	8.00		B28/6

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Nancy	Todd	After School Site Lead	Longevity increase	07/01/10	60	8.00		B18/6
Mayra	Zavala	After School Site Lead	Longevity increase	07/01/10	60	8.00		B18/6
Yvonne	Esqueda	Bus Driver	Longevity increase	07/01/10	56	30.7/wk		B21/6
Donna	Jensen	Bus Driver	Longevity increase	07/01/10	56	29.1/wk		B21/6
Karen	Kingston	Bus Driver	Longevity increase	07/01/10	56	32.7/wk		B21/6
Ana	Navarrete	Bus Driver	Longevity increase	07/01/10	56	27.1/wk		B21/6
Oralia	Pirali	Bus Driver	Longevity increase	07/01/10	56	29.0/wk		B21/6
Maria	Quinones	Bus Driver	Longevity increase	07/01/10	56	25.8/wk		B21/6
Michael	Stenner	Bus Driver	Longevity increase	07/01/10	56	8.00		B21/6
Dorothy	Thom	Bus Driver	Longevity increase	07/01/10	56	29.0/wk		B21/6
Laura	Lopez-Gonzalez	CELDT Asses. Asst.	Longevity increase	07/01/10	22	8.00		B20/6
Mary	Carter	Clerical Asst. II	Longevity increase	07/01/10	16	4.00		B19/6
Elaine	Christman	Clerical Asst. II	Longevity increase	07/01/10	21	8.00		B19/6
Carol	Kerns	Clerical Asst. II	Longevity increase	07/01/10	53	8.00		B19/5
Jassey	Navarro	Clerical Asst. II	Longevity increase	07/01/10	54	8.00		B19/6
Janet	Powell	Clerical Asst. II	Longevity increase	07/01/10	27	8.00		B19/6
Rebecca	Arbiso	Clerical Asst. II/BB	Longevity increase	07/01/10	20	8.00		B20/6
Martha	Enriquez	Clerical Asst. II/BB	Longevity increase	07/01/10	20/28	8.00		B20/6
Patricia	Lastra	Clerical Asst. II/BB	Longevity increase	07/01/10	24	8.00		B20/6
Irene	Navarrette	Clerical Asst. II/BB	Longevity increase	07/01/10	29	8.00		B20/6
Angelica	Perez	Clerical Asst. II/BB	Longevity increase	07/01/10	22	8.00		B20/6
Maria	Ruvalcaba	Clerical Asst. II/BB	Longevity increase	07/01/10	12	8.00		B20/6
Alicia	Tavarez	Clerical Asst. II/BB	Longevity increase	07/01/10	17	8.00		B20/6
Olga	Villavicencio	Clerical Asst. II/BB	Longevity increase	07/01/10	25	8.00		B20/6
Jaime	Alba	Custodian I	Longevity increase	07/01/10	20	8.00		B17/6
Reyes	Aldana	Custodian I	Longevity increase	07/01/10	18	8.00		B17/6
Peter	Farquhar	Custodian I	Longevity increase	07/01/10	23	8.00		B17/6
Dong	Lee	Custodian I	Longevity increase	07/01/10	27	8.00		B17/6
Richard	Ludwig	Custodian I	Longevity increase	07/01/10	29	8.00		B17/6
Edgardo	Ortiz	Custodian I	Longevity increase	07/01/10	11	8.00		B17/6
Rogelio	Razo	Custodian I	Longevity increase	07/01/10	13	8.00		B17/6
Victor	Solis	Custodian I	Longevity increase	07/01/10	22	8.00		B17/6
Kent	Baker	Custodian II	Longevity increase	07/01/10	23	8.00		B25/6
Theodore	Cason	Custodian II	Longevity increase	07/01/10	25	8.00		B24/6
Luis	Garcia	Custodian II	Longevity increase	07/01/10	20	8.00		B24/6
Florencio	Lopez	Custodian II	Longevity increase	07/01/10	15	8.00		B24/6
Willaim	Lynch	Custodian II	Longevity increase	07/01/10	21	8.00		B24/6

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Ut	Nguyen	Custodian II	Longevity increase	07/01/10	18	8.00		B24/6
Rachel	Boecking	Ed. Media Assistant	Longevity increase	07/01/10	19	10.0/wk		B19/6
Melody	Gaylord	Ed. Media Assistant	Longevity increase	07/01/10	15	10.0/wk		B19/6
Vivian	Ramirez	Ed. Media Assistant	Longevity increase	07/01/10	10	10.0/wk		B19/6
Judy	Swanson	Ed. Media Assistant	Longevity increase	07/01/10	24	10.0/wk		B19/6
Laura	Whipple	Ed. Media Assistant	Longevity increase	07/01/10	13	10.0/wk		B19/6
Guillermo	Flores	Elec. Repair Tech II	Longevity increase	07/01/10	53	8.00		B32/6
Guadalupe	Aguiniga	Food Service Asst. I	Longevity increase	07/01/10	90	3.00		B08/6
Gloria	Arroyo	Food Service Asst. I	Longevity increase	07/01/10	90	3.00		B08/6
Monaca	Asendorf	Food Service Asst. I	Longevity increase	07/01/10	90	3.80		B08/6
Claudia	Benitez	Food Service Asst. I	Longevity increase	07/01/10	90	2.00		B08/6
Martha	Craig	Food Service Asst. I	Longevity increase	07/01/10	90	6.00		B08/6
Deborah	Kindstrand	Food Service Asst. I	Longevity increase	07/01/10	90	3.80		B08/6
Penny	Miller	Food Service Asst. I	Longevity increase	07/01/10	90	2.00		B08/6
Karen	Moore	Food Service Asst. I	Longevity increase	07/01/10	90	3.80		B08/6
Tracy	Ordway	Food Service Asst. I	Longevity increase	07/01/10	90	6.00		B08/6
Pamela	Adams	Food Service Asst. II	Longevity increase	07/01/10	90	7.00		B12/6
Julie	Boden	Food Service Asst. II	Longevity increase	07/01/10	90	8.00		B12/6
Leticia	Hernandez	Food Service Asst. II	Longevity increase	07/01/10	90	8.00		B12/6
Jennie	Perez	Food Service Asst. II	Longevity increase	07/01/10	90	8.00		B12/6
Melody	Reynolds	Food Service Asst. II	Longevity increase	07/01/10	90	8.00		B12/6
James	Konegni II	Gardener	Longevity increase	07/01/10	53	8.00		B19/6
Scott	Specht	Gardener	Longevity increase	07/01/10	53	8.00		B19/6
Joe	Stewart, Jr.	Gardener	Longevity increase	07/01/10	53	8.00		B19/6
Raul	Vargas	Gardener	Longevity increase	07/01/10	53	8.00		B19/6
Cristina	Arambula	Instr. Asst./BB	Longevity increase	07/01/10	28	3.50		B14/6
Blanca	Arellano	Instr. Asst./BB	Longevity increase	07/01/10	60	17.5/wk		B14/6
Maria	Ayon	Instr. Asst./BB	Longevity increase	07/01/10	19	3.50		B14/6
Patricia	Cruz	Instr. Asst./BB	Longevity increase	07/01/10	22	3.50		B14/6
Ricardo	Escobar	Instr. Asst./BB	Longevity increase	07/01/10	60	19.50/wk		B14/6
Rosemary	Espinoza	Instr. Asst./BB	Longevity increase	07/01/10	29	3.80		B14/6
Maria L.	Garcia	Instr. Asst./BB	Longevity increase	07/01/10	19	3.50		B14/6
Sheila	Hebert	Instr. Asst./BB	Longevity increase	07/01/10	29	3.50		B14/6
Antonieta	Lopez	Instr. Asst./BB	Longevity increase	07/01/10	21	3.80		B14/6
Jessica	Lopez	Instr. Asst./BB	Longevity increase	07/01/10	12	18.75/wk		B14/6
Sandra	Polendo	Instr. Asst./BB	Longevity increase	07/01/10	11	3.50		B14/6
Carla	Romero	Instr. Asst./BB	Longevity increase	07/01/10	22	3.80		B14/6

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Amy	Bokn	Instr. Asst./Rec.	Longevity increase	07/01/10	10	12.0/wk		B11/6
Arturo	Villasenor	Instr. Asst./Rec.	Longevity increase	07/01/10	25	days/wk		B11/6
Raquel	Bingham	Instr. Asst./Reg.	Longevity increase	07/01/10	11	3.50		B11/6
Tiffany	Palmer	Instr. Asst./Reg.	Longevity increase	07/01/10	18	15.5/wk		B11/6
April	Skinner	Instr. Asst./Reg.	Longevity increase	07/01/10	22	3.50		B11/6
Marlene	Alvarado	Instr. Asst./SE I	Longevity increase	07/01/10	25	3.50		B14/6
Carol	Braunschweiger	Instr. Asst./SE I	Longevity increase	07/01/10	18	3.80		B14/6
Rosalie	Cassidy	Instr. Asst./SE I	Longevity increase	07/01/10	21	6.50		B14/6
Leslie	De La Cruz	Instr. Asst./SE I	Longevity increase	07/01/10	22	6.00		B14/6
Eileen	Doyle-Herrera	Instr. Asst./SE I	Longevity increase	07/01/10	16	6.00		B14/6
Cheri	Grodowski	Instr. Asst./SE I	Longevity increase	07/01/10	28	6.00		B14/6
Jeri	Hebert	Instr. Asst./SE I	Longevity increase	07/01/10	11	6.00		B14/6
Kathryn	Hebert	Instr. Asst./SE I	Longevity increase	07/01/10	30	6.50		B14/6
Lucy	Kalache	Instr. Asst./SE I	Longevity increase	07/01/10	11	3.50		B14/6
Deborah	Katz	Instr. Asst./SE I	Longevity increase	07/01/10	28	6.00		B14/6
Nahida	Khamis	Instr. Asst./SE I	Longevity increase	07/01/10	27	4.00		B14/6
Sheryl	Lohstroh	Instr. Asst./SE I	Longevity increase	07/01/10	22	4.00		B14/6
Champa	Maru	Instr. Asst./SE I	Longevity increase	07/01/10	29	5.00		B14/6
Barbara	Masterson	Instr. Asst./SE I	Longevity increase	07/01/10	18	3.75		B14/6
Joyce	McCullah	Instr. Asst./SE I	Longevity increase	07/01/10	29	6.00		B14/6
Barbara	Neff	Instr. Asst./SE I	Longevity increase	07/01/10	12	6.00		B14/6
Maria	Oregel	Instr. Asst./SE I	Longevity increase	07/01/10	28	5.00		B14/6
Barbara	Ormseth	Instr. Asst./SE I	Longevity increase	07/01/10	23	6.50		B14/6
Wendy	Reynolds-Seyler	Instr. Asst./SE I	Longevity increase	07/01/10	22	3.00		B14/6
Susan	Robinson	Instr. Asst./SE I	Longevity increase	07/01/10	12	6.00		B14/6
Dora	Romo	Instr. Asst./SE I	Longevity increase	07/01/10	19	4.00		B14/6
Sharry	Staples	Instr. Asst./SE I	Longevity increase	07/01/10	29	6.00		B14/6
Sorina	Ticlea	Instr. Asst./SE I	Longevity increase	07/01/10	13	6.00		B14/6
Alberta	Viramontes	Instr. Asst./SE I	Longevity increase	07/01/10	22	3.00		B14/6
Robin	Whitaker	Instr. Asst./SE I	Longevity increase	07/01/10	12	6.00		B14/6
Alma	Willis	Instr. Asst./SE I	Longevity increase	07/01/10	19	4.00		B14/6
Linda	Fenner	Instr. Asst./SE II A	Longevity increase	07/01/10	22	3.50		B14/6
Heather	Happoldt	Instr. Asst./SE II A	Longevity increase	07/01/10	29	6.00		B14/6
Julie	Molina	Instr. Asst./SE II A	Longevity increase	07/01/10	29	6.00		B14/6
Rosie	Mooney	Instr. Asst./SE II A	Longevity increase	07/01/10	25	6.00		B14/6
Karin	Schubert	Instr. Asst./SE II A	Longevity increase	07/01/10	29	6.00		B14/6
Theresa	Bill	Instr. Asst./SE II B	Longevity increase	07/01/10	12	6.00		B14/6

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Maria	Santos	Instr. Asst./SE II B	Longevity increase	07/01/10	12	6.00		B14/6
Synoeun	Seang	Instr. Asst./SE II B	Longevity increase	07/01/10	10/12	30.0/wk		B14/6
Suzanne	Vitela	Instr. Asst./SE II B	Longevity increase	07/01/10	26	6.00		B14/6
Margaret	Yocum	Instr. Asst./SE II B	Longevity increase	07/01/10	26	4.00		B14/6
Emilio	Ceballos	Maintenance Worker I	Longevity increase	07/01/10	53	8.00		B25/6
Arturo	Perez	Maintenance Worker I	Longevity increase	07/01/10	53	8.00		B25/6
Michael	Kimball	Mechanic II	Longevity increase	07/01/10	56	8.00		B32/6
Mulu	Iakopo	Painter	Longevity increase	07/01/10	53	8.00		B30/6
Martha	Roberts	Personnel Tech. II	Longevity increase	07/01/10	58	8.00		B28/6
Louis	Auringer	Plumber	Longevity increase	07/01/10	53	8.00		B32/6
Sandra	Dimick	School Office Mgr.	Longevity increase	07/01/10	26	8.00		B25/6
Gabriella	Eyre	School Office Mgr.	Longevity increase	07/01/10	21	8.00		B25/6
Francine	Finch	School Office Mgr.	Longevity increase	07/01/10	23	8.00		B25/6
Maria	Gonzalez	School Office Mgr.	Longevity increase	07/01/10	24	8.00		B25/6
Dena	Jackson	School Office Mgr.	Longevity increase	07/01/10	20	8.00		B25/6
Wendy	May	School Office Mgr.	Longevity increase	07/01/10	17	8.00		B25/6
Robin	McCormick	School Office Mgr.	Longevity increase	07/01/10	27	8.00		B25/6
Teresa	Mejia	School Office Mgr.	Longevity increase	07/01/10	28	8.00		B25/6
Joan	Ramos	School Office Mgr.	Longevity increase	07/01/10	29	8.00		B25/6
Marlane	Cedillo	Secretary	Longevity increase	07/01/10	55	8.00		B21/6
Erin	Skeffington	Secretary	Longevity increase	07/01/10	54	8.00		B21/6
Yolanda	Sutherland	Secretary	Longevity increase	07/01/10	55	8.00		B21/6
Loretta	Baiz	Senior Secretary	Longevity increase	07/01/10	57	8.00		B24/6
Debra	Hjorth	Senior Secretary	Longevity increase	07/01/10	90	8.00		B24/6
Alma	Caballero	Social Service Asst.	Longevity increase	07/01/10	25	8.00		B17/6
Juan	Fonseca	Social Service Asst.	Longevity increase	07/01/10	20	8.00		B17/6
Flor	Obregon	Social Service Asst.	Longevity increase	07/01/10	28	4.00		B17/6
David	Struble	Stock Clerk/Trans.	Longevity increase	07/01/10	50	8.00		B22/6
Patricia	Behlings	Tech. Spec. III	Longevity increase	07/01/10	28	8.00		B30/5
Aaron	Storey	Tech. Spec. IV	Longevity increase	07/01/10	59	8.00		B32/6
Patricia	Hoerner	Trans. Dispatcher	Longevity increase	07/01/10	56	8.00		B27/6
Roberto	Perez	Trans/Bilingual Tech. Asst.	Longevity increase	07/01/10	54	8.00		B24/6
Mario	Avilez	Transporter	Longevity increase	07/01/10	50	8.00		B20/6
Frank	Rangel	Transporter	Longevity increase	07/01/10	90	8.00		B20/6
Jon	Andrews	Vehicle Maint. Coord.	Longevity increase	07/01/10	56	8.00		B36/5
Richard	Goorey	Warehouse Coord.	Longevity increase	07/01/10	90	8.00		B28/6
Maria	Wirtz	Instr. Asst./BB	Longevity increase	07/01/10	21	17.5/wk		B14/6

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Jennifer	Bradley	After School Site Lead	Promotion	08/23/10	60	30.0/wk	329	B18/3
Alicia	David	After School Site Lead	Promotion	08/23/10	60	30.0/wk	85	B18/4
Joycelynn	Metz	Personnel Tech. II	Promotion	07/06/10	51/58	8.00	521/522	B28/1
Michele	Rusiewski	Secretary	Promotion	08/11/10	55	8.00	316	B21/6
Amruta	Bhatt	Instr. Asst./Rec.	Reinstatement	08/30/10	60	19.5/wk	329	B11/3
Denise	Ruiz	Instr. Asst./Rec.	Reinstatement	08/30/10	60	19.75/wk	329	B11/2
Chris	Carillo	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/30/10	29	6.00		B14/6
Wendy	Villalobos	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/30/10	29	3.00		B14/2
Yvonne	Carlos	Instr. Asst./SE II A	Related class transfer from IA/SE I/Fisler	08/30/10	30	6.00		B14/6
Karen	Simo	Instr. Asst./SE I	Related class transfer from IA/SE II A/from Rich	08/30/10	23	3.00		B14/6
Emilio	Ceballos	Maintenance Worker I	Remove night differential 7/7-8/27/10	07/07/10	53	8.00	533	B25/6
Taynya	Moore	Instr. Asst./Rec.	Remove WOC, transfer from ASP:Ray to Beech	08/30/10	60	19.5/wk	85	B11/3
Cynthia	Gonzalez	Instr. Asst./BB	Resignation	08/23/10	60	19.25/wk	329	B14/4
Antonio	Calderon	Instr. Asst./Rec.	Resignation	08/30/10	60	18.0/wk		B11/5
Katherine	James	Instr. Asst./Rec.	Resignation	08/19/10	60	19.5/wk		B11/2
Kimberly	Moore	Instr. Asst./Rec.	Resignation	08/25/10	60	19.5/wk		B11/3
Neilbee	Tayco	Instr. Asst./Reg.	Resignation	08/20/10	21	17.5/wk	318	B11/3
Mario	Atilano	Instr. Asst./SE I	Resignation	08/25/10	13	3.00		B14/4
Michael	Johnson	Instr. Asst./SE I	Resignation	07/08/10	29	6.00		B14/2
Sal-Joyce	Orlino	Instr. Asst./SE I	Resignation	08/30/10	20	6.00		B14/4
Anna	Waters	Instr. Asst./SE II B	Resignation on probation	09/17/10	12			B14/1
Jill	Daloria	Instr. Asst./Rec.	Resignation on probation, hire substitute status	06/15/10	15	12.0/wk	304/302	B11/1
Rebecca	Crossley	Instr. Asst./Rec.	Resignation, hire substitute status	06/17/10	28	17.5/wk	999	B11/1
Bryna	Gallegos	Instr. Asst./Rec.	Resignation, hire substitute status	08/10/10	60	19.5/wk		B11/1
Gabriella	Morales	Instr. Asst./Rec.	Resignation, hire substitute status	08/05/10	30	12.0/wk	304/302	B11/2
Christopher	Sandoval	Instr. Asst./Rec.	Resignation, hire substitute status	08/20/10	60	19.5/wk	85	B11/1
Alexander	Yang	Instr. Asst./Rec.	Resignation, hire substitute status	06/18/10	60	19.75/wk		B11/1
Katherine	Christman	Instr. Asst./Reg.	Resignation, hire substitute status	06/17/10	21	14.0/wk		B11/2
Dana	Thompson	Instr. Asst./SE I	Resignation, hire substitute status	08/17/10	30	4.00		B14/1
Christina	Shimizu	Instr. Asst./SE II A	Resignation, hire substitute status	08/13/10	17	6.50	121	B14/5
Christina	Lupini	Instr. Asst./SE II B	Resignation, hire substitute status	07/27/10	12	3.00		B14/1
Kristen	Cooper	Occupational Therapist	Salary reduction of 3% in furlough days	07/01/10	54	8.00		M14/1
Maribel	Barragan	After School Site Lead/sub	Separation - no longer available	09/09/10	60			B18/1
Beth	Brown	After School Site Lead/sub	Separation - no longer available	09/09/10	13		100	B11/1
Shannon	Little-Berzins	After School Site Lead/sub	Separation - no longer available	09/09/10	27		100	B11/1
Francisca	Nafarrate	After School Site Lead/sub	Separation - no longer available	09/09/10	29		100	B11/1
Patricia	Marez	Bus Driver/sub	Separation - no longer available	07/03/10	56		565/566	B21/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 9/13/10
PRESENTED TO THE BOARD OF TRUSTEES: 9/28/10

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Susanna	Vallejo	Bus Driver/sub	Separation - no longer available	07/26/10	56		565/566	B21/1
Indira	Cruz	Instr. Asst./SE/sub	Separation - no longer available	09/09/10	99		999	B14/1
Elizabeth	Gray	Instr. Asst./SE/sub	Separation - no longer available	09/09/10	99		999	B14/1
Paige	Hunzicker	Instr. Asst./SE/sub	Separation - no longer available	09/09/10	99		999	B14/1
Elizabeth	Peterson	Instr. Asst./SE/sub	Separation - no longer available	08/26/10	99		999	B14/1
Mariella	Lorge	Instr. Asst./SE/sub	Separation - no longer available	07/09/10	90		999	B14/1
Delores	Castorena	Playground Sup./sub	Separation - no longer available	08/26/10	17/24		100	B11/1
Manuel	Reyes	Sup. Of Operations	Separation - no longer available	08/03/10	56			M10/1
Maria	Lacuesta	Instr. Asst./B	Service retirement	09/16/10	19	3.50		B11/6
Joyce	McCullah	Instr. Asst./SE I	Service retirement	08/26/10	29	6.00		B14/6
Donna	Schnars	Sr. Secretary	Service retirement	12/31/10	50	8.00	530	B24/6
Richard	Davis	Maintenance Worker I	Service retirement, hire substitute status	11/16/10	53	8.00	533	B25/6
Melissa	Pepin	After School Site Lead	Step raise	09/01/10	60	35.0/wk		B18/3
Himashie	Perera	After School Site Lead	Step raise	09/01/10	60	8.00		B18/6
Amandea	Colon	Asst. Dir. Food Services	Step raise	08/01/10	90	8.00		M10/3
Jose	Saldana	Custodian I	Step raise	09/01/10	90	3.75		B17/5
Sally	Barron	Ed. Media Assistant	Step raise	09/01/10	26	10.0/wk		B19/6
Kathy	Maeseele	Ed. Media Assistant	Step raise	09/01/10	20	10.0/wk		B19/5
Maira	Michel	Instr. Asst./BB	Step raise	09/01/10	60	19.75/wk		B14/6
Evelyn	Pena	Instr. Asst./BB	Step raise	09/01/10	60	19.5/wk		B14/3
Fredd	Corrales	Instr. Asst./Rec.	Step raise	09/01/10	60	19.5/wk		B11/4
Tristin	Hernandez	Instr. Asst./Rec.	Step raise	09/01/10	60	19.5/wk		B11/4
Jesse	Martindate	Instr. Asst./Rec.	Step raise	09/01/10	60	19.75/wk		B11/3
Tawnya	Moore	Instr. Asst./Rec.	Step raise	09/01/10	60	19.5/wk		B11/4
Ian	Serrano Ortiz	Instr. Asst./Rec.	Step raise	09/01/10	60	19.75/wk		B11/6
Dominic	Wragg	Instr. Asst./Rec.	Step raise	09/01/10	60	19.5/wk		B11/5
Christopher	Carrillo	Instr. Asst./SE I	Step raise	09/01/10	29	6.00		B14/6
Karen	Earle	Instr. Asst./SE I	Step raise	09/01/10	16	6.00		B14/6
Jeanette	McKay	Instr. Asst./SE I	Step raise	09/01/10	18	3.80		B14/6
Rene	Mora	Instr. Asst./SE I	Step raise	09/01/10	20	6.00		B14/5
Rebecca	Vertson	Instr. Asst./SE I	Step raise	09/01/10	16	6.00		B14/5
Janelle	Betancourt	Instr. Asst./SE II B	Step raise	09/01/10	12	6.00		B14/6
Megan	Cooley	Instr. Asst./SE II B	Step raise	09/01/10	15	6.00		B14/4
Jagath	Jayaratne	Instr. Asst./Tech.	Step raise	09/01/10	19/28	8.00		B14/6
Melinda	Taylor	Secretary	Step raise	08/01/10	54	8.00		B21/5
Wendy	Cochran	Speech,Lang,Path.Asst.	Step raise	09/01/10	16	6.50		B21/6
Monique	Bosse	Sup. Child Care Svcs.	Step raise	07/01/10	60	8.00		M09/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Sara	Gearhart	Tech. Support Spec. I	Step raise	09/01/10	59	8.00		B26/4
Ernest	Fregoso	Transporter/Custodian	Step raise	07/01/10	50	8.00		B20/5
Oscar	Castro	Custodian I/sub	Substitutue summer work 7/19-8/27/10	07/19/10	25	8.00	542	B17/1
Blevins	Melisa	Clerical Asst. I	Temporary additional hours	12/31/10	50	8.00	530	B24/6
Luz	Revuelta	Clerical Asst. II	Temporary additional hours 8/23-8/27/10	08/23/10	28	6.00	304	B19/1
Daniilo	Valecruz	Account Clerk I	Temporary assignment 7/7-8/6/10	07/07/10	50	8.00	530	B20/6
Employee	ID 2002	Playground Sup.	Termination	06/15/10	28	6.5/wk	100	B11/1
Employee	ID 2359	Playground Sup.	Termination	06/15/10		9.0/wk	100	B11/1
Employee	ID 3707	Playground Sup.	Termination	06/15/10		4.0/wk	100	B11/1
Alma	Caballero	Social Service Asst.	Transfer 4 hours from Richman to V.P.	08/11/10	25/28	8.00	212/302	B17/6
Synoeum	Seang	Instr. Asst./SE II B	Transfer from Acacia/Common to Acacia	08/30/10	10	6.00		B14/6
Amanda	Helo	Instr. Asst./Rec.	Transfer from ASP: Fislser to Hermosa	08/19/10	60	19.5/wk	85	B11/2
Wibol	Soch	Instr. Asst./Rec.	Transfer from ASP: Golden Hill to Laguna Rd.	08/19/10	60	19.5/wk	85	B11/1
Antonio	Calderon	Instr. Asst./Rec.	Transfer from ASP: Nicolas to Pac. Dr.	08/30/10	60	18.0/wk	329	B11/5
Tristin	Hernandez	Instr. Asst./Rec.	Transfer from ASP: Pac Dr. to Beechwood	08/19/10	60	19.5/wk	85	B11/3
Antonio	Calderon	Instr. Asst./Rec.	Transfer from ASP: Pac. Dr. to Ladera Vista	08/19/10	60	18.0/wk	329	B11/5
Jennie	Garcia	Instr. Asst./BB	Transfer from ASP: Pac. Dr. to Raymond	08/30/10	60	19.75/wk	329	B14/5
Dominic	Wragg	Instr. Asst./Rec.	Transfer from ASP: Raymond to Nicolas	08/30/10	60	19.5/wk	329	B11/4
Varsha	Bhatt	Instr. Asst./Rec.	Transfer from ASP: Sunset to Fern	08/19/10	60	19.5/wk	85	B11/2
Yvonne	Lane	Instr. Asst./SE I	Transfer from Beechwood to Fislser	08/30/10	30	6.00		B14/6
Wilson	Rabor	Instr. Asst./SE I	Transfer from Beechwood to Fislser	08/30/10	30	6.00		B14/4
Colleen	Heffner	Instr. Asst./SE I	Transfer from Commonwealth to Woodcrest	08/30/10	29	3.50		B14/2
Cindra	Kerr	Instr. Asst./SE I	Transfer from Fern Dr. to Richman	08/30/10	25	4.00		B14/5
Chantal	Rivera	Instr. Asst./SE I	Transfer from Fern Dr. to Richman	08/30/10	25	4.00		B14/3
Kathy	Vogelsong	Instr. Asst./SE II B	Transfer from Fislser to Hermosa Dr.	08/30/10	16	6.00		B14/4
Michaela	Sijen-Acosta	Instr. Asst./SE I	Transfer from Golden Hill to Hermosa	08/30/10	16	6.00		B14/6
Melissa	Woznick	Instr. Asst./SE II A	Transfer from Golden Hill to Hermosa	08/30/10	16	3.00		B14/6
Karren	Martin	Instr. Asst./SE I	Transfer from Golden Hill to Rolling Hills	08/30/10	26	15.5/wk		B14/4
Nasser	Salame	Instr. Asst./SE I	Transfer from Orangethorpe to Nicolas	08/30/10	20	6.00		B14/3
Sheryl	Lohstroh	Instr. Asst./SE I	Transfer from Pacific Dr. to Hermosa	08/30/10	16	4.00		B14/6
Carol	Miller	Instr. Asst./SE I	Transfer from Pacific Dr. to Orangethorpe	08/30/10	21	3.50		B14/6
Alberta	Viramontes	Instr. Asst./SE I	Transfer from Pacific Dr. to Orangethorpe	08/30/10	21	3.00		B14/6
Barbara	Ormseth	Instr. Asst./SE I	Transfer from Parks to Ladera Vista	08/30/10	17	6.50		B14/6
Janet	Rios	Instr. Asst./Rec.	Transfer from Pre-K-Pac. Dr. to ASP Rolling H.	08/17/10	60	17.5/wk	85	B11/4
Vanessa	Rosas	Instr. Asst./Rec.	Transfer from Pre-K-Richman to ASP Rolling H.	08/17/10	60	17.5/wk	85	B11/2
Evelyn	Pena	Instr. Asst./BB	Transfer from Pre-K-Richman to ASP-Richman	08/16/10	25	19.5/wk	329	B14/2
Raquel	Bingham	Instr. Asst./Reg.	Transfer from Pre-K: Beechwood to Sunset	08/17/10	27	17.5/wk	81	B11/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maria	Ayon	Instr. Asst./BB	Transfer from Pre-K: Maple to Pacific Dr.	08/17/10	22	3.50	318	B14/6
Irma	Edmunds	Instr. Asst./Reg.	Transfer from Pre-K: Orange to Pacific Dr.	08/17/10	22	17.5/wk	318	B11/6
Natja	Richardson	Instr. Asst./Rec.	Transfer from Pre-K: Pac. Dr. to Sunset	08/17/10	27	17.5/wk	81	B11/3
Blanca	Arellano	Instr. Asst./BB	Transfer from Pre-K: Richman to V.P.	08/17/10	28	17.5/wk	310	B14/6
Melody	Cortes	Instr. Asst./Reg.	Transfer from Pre-K: Richman to V.P.	08/17/10	28	17.5/wk	310	B11/4
Christina	Arambula	Instr. Asst./BB	Transfer from Pre-K: V.P. to Orangethorpe	08/17/10	21	17.5/wk	318	B14/6
Martha	Ramirez	Instr. Asst./Reg.	Transfer from Pre-K: V.P. to Richman	08/17/10	25	17.5/wk	310	B11/4
Jessica	Farias	Instr. Asst./Rec.	Transfer from Pre-K: V.P. to Woodcrest	08/17/10	29	17.5/wk	318	B11/4
Azucena	Perez-Maldonado	Instr. Asst./Reg.	Transfer from Pre-K: Woodcrest to Richman	08/17/10	25	17.5/wk	310	B11/4
Yvonne	Uranga	Instr. Asst./SE I	Transfer from Richman to Pacific Dr.	08/30/10	22	6.00		B14/4
Teresa	Cauley	Instr. Asst./SE II B	Transfer from Rolling Hills to Golden Hill	08/30/10	15	6.00		B14/6
Megan	Cooley	Instr. Asst./SE II B	Transfer from Rolling Hills to Golden Hill	08/30/10	15	6.00		B14/3
Jaclyn	Fertal	Instr. Asst./SE II B	Transfer from Rolling Hills to Golden Hill	08/30/10	15	3.80		B14/3
Juliet	Knight	Instr. Asst./SE II B	Transfer from Rolling Hills to Golden Hill	08/30/10	15	6.00		B14/4
Anna	Waters	Instr. Asst./SE II B	Transfer from Spec. Svcs. To Commonwealth	08/30/10	12	6.00		B14/1
Nahida	Khamis	Instr. Asst./SE I	Transfer from Sunset Lane to Hermosa	08/30/10	16	4.00		B14/6
Darla	Varela	Instr. Asst./SE I	Transfer from Sunset Lane to Richman	08/30/10	25	4.00		B14/3
Julianna	Baez	Instr. Asst./SE I	Transfer from Sunset Lane to Rolling Hills	08/30/10	26	6.00		B14/4
Maria	Oregel	Instr. Asst./SE I	Transfer from Valencia Park to Woodcrest	08/30/10	29	5.00		B14/6
Sharry	Staples	Instr. Asst./SE I	Transfer from Woodcrest to Commonwealth	08/30/10	12	6.00		B14/6
Joshua	Alexander	Instr. Asst./SE I	Transfer from Woodcrest to Fern Dr.	08/30/10	13	6.00		B14/4
Sarah	Hamelberg	Instr. Asst./SE II B	Transfer to Commonwealth	08/30/10	12	6.00		B14/1
Dianna	Araji	Instr. Asst./Rec.	Transfer to Pre-K Beechwood	08/30/10	11	17.5/wk	81	B11/2
Cristian	Rus	Instr. Asst./Rec.	Transfer/increase hours from 12.0/wk	08/30/10	21	18.0/wk	212	B11/4
Christopher	Carrillo	Instr. Asst./SE I	Transfer/remove 6% med. stipend	05/17/10	29	6.00		B14/5
Mireya	Alvarez	Instr. Asst./Rec.	Transfer/Voluntary reduction and demotion	08/30/10	60	2.75	85	B11/6
Delores	Cortez	Instr. Asst./BB	Transfer/Voluntary reduction of hours from 3.75	08/30/10	29	3.50	318	B14/6
Antonieta	Lopez	Instr. Asst./BB	Transfer/Voluntary reduction of hours from 3.75	08/30/10	28	3.50	310	B14/6
Flor	Obregon	Instr. Asst./BB	Transfer/Voluntary reduction of hours from 3.75	08/16/10	19	3.50	318	B14/6
Enriqueta	Pereda	Instr. Asst./BB	Transfer/Voluntary reduction of hours from 3.75	08/30/10	22	3.50	318	B14/6
Luz	Vejar	Instr. Asst./BB	Transfer/Voluntary reduction of hours from 3.75	08/30/10	25	3.50	310	B14/6
Melissa	Wozniuk	Instr. Asst./SE I	Unpaid leave of absence 8/30/10-1/4/11	08/30/10	16	3.00	241	B14/6
Sandra	Polendo	Instr. Asst./Reg.	Voluntary demotion from IA/BB	07/01/10	11	3.50		B11/6
Lori	Grant	Instr. Asst./Rec.	Voluntary reduction of hours	08/30/10	60	10.0/wk	85	B11/3
Margarita	Hernandez	Instr. Asst./BB	Voluntary reduction of hours from 3.75	07/01/10	21	3.50		B14/6
Jessica	Lopez	Instr. Asst./BB	Voluntary reduction of hours from 3.75	07/01/10	12	3.50		B14/6
Rachel	Moralez	Instr. Asst./BB	Voluntary reduction of hours from 3.75	07/01/10	25	3.50		B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maria	Wirtz	Instr. Asst./BB	Voluntary reduction of hours from 3.75	07/01/10	21	3.50		B14/6
Mariann	Martin	Instr. Asst./Rec.	Voluntary reduction of hours from 3.75	07/01/10	28	3.50		B11/6
Eileen	Doyle-Herrera	Instr. Asst./SE I	Voluntary reduction of hours from 6.0/day	08/30/10	16	4.00		B14/6
John	Marino	Custodian II	Working our of classification	08/30/10	24	8.00	542	B24/2
David	Struble	Warehouse Coord.	Working our of classification 07/21-07/30/10	07/21/10	50	8.00	531	B30/3
Michael	Stenner	Del. Behind the Wheel	Working out of classification 06/18-8/24/10	06/18/10	56	8.00	565/566	B23/6
Jesus	Sotelo	Custodian II	Working out of classification 08/02-08/27/10	08/02/10	17	8.00	542	B24/5

CONSENT ITEM

DATE: September 28, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gigi Kelley, Program Specialist, Educational Services

SUBJECT: **APPROVE/RATIFY 2010/2011 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, FULLERTON, AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State and is then responsible to establish an Independent Contractor Agreement with California State University, Fullerton, for their services. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by California State University, Fullerton, for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$61,829.51 to be paid from the BTSA Program budget.

Recommendation: Approve/Ratify 2010/2011 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:GK:nm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **CSU Fullerton Auxiliary Services Corporation, located at 2600 E. Nutwood Avenue, Suite 275, Fullerton, CA 92831**, 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:

See Attachment "A" – Statement of Work

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2010 through June 30, 2011.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Sixty-one thousand, eight hundred twenty-nine dollars and fifty-one cents (\$61,829.51).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

CSU Fullerton Auxiliary Services Corp.
2600 E. Nutwood Avenue, Suite 275
Fullerton, CA 92831
(714)278-4113

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY of September 2010.

Fullerton School District
(Name of District)

CSU Fullerton Auxiliary Services Corp.
(Contractor Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.

Typed Name

Typed Name

Superintendent

Title

Title

On File

Social Security or Taxpayer Identification
Number

CALIFORNIA STATE UNIVERSITY
FULLERTON FOUNDATION
ATTACHMENT “A”: STATEMENT OF WORK
“Beginning Teacher Support and Assessment (BTSA)”
Term: July 1, 2010 to June 30, 2011

The FOUNDATION shall provide the following services in accordance with the grant proposal:

Period of Performance: July 1, 2010 through June 30, 2011

- Oversee program implementation
- Organize and conduct program Leadership Team meetings
- Provide information to State agencies as requested
- Conduct training and program evaluations
- Assist in coordination of workshops
- Conduct FACT trainings
- Coordinate EDEL 502A-D course offerings
- Attend Statewide and cluster BTSA meetings and report to Leadership Team
- Coordinate budget development and revision
- Coordinate writing efforts: Annual Improvement Plan and other reports as required by the State
- Participate in the accreditation process

CONSENT ITEM

DATE: September 28, 2010

TO: Board of Trustees

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

PREPARED BY: Kathy Ikola, Assistant to the Superintendent

SUBJECT: **ADOPT RESOLUTION #10/11-10 APPROVING PARTICIPATION IN *THE GREAT CALIFORNIA SHAKEOUT DRILL* ON OCTOBER 21, 2010 AT 10:21 A.M. AS FULLERTON SCHOOL DISTRICT CONTINUES TO PROVIDE A SAFE LEARNING AND WORKING ENVIRONMENT FOR ALL STUDENTS AND STAFF**

Background: Fullerton School District is located in North Orange County and the area is known to be subject to earthquakes, fire, flooding, and other potential disasters. It is impossible to predict when a natural disaster might occur or the extent to which it will affect an area. With careful planning and practice of emergency response plans, it is possible to minimize the effect and loss that might occur as a result of an emergency or disastrous situation.

Rationale: Every day, parents and guardians send their children to Fullerton School District school sites feeling confident that they are leaving their children in safe hands. The priority of the District and its Board of Trustees is to provide a safe learning and working environment for all students and staff. To this end, the Board of Trustees recognizes that all District staff and students must be prepared to respond quickly and responsibly to emergencies, disasters, and events that might threaten their safety. Participation in *The Great California Shake Out Drill* gives District staff and students the opportunity to practice their plans in the event that an earthquake should occur during school hours.

Funding: Not applicable.

Recommendation: Adopt Resolution #10/11-10 approving participation in *The Great California ShakeOut Drill* on October 21, 2010 at 10:21 a.m. as Fullerton School District continues to provide a safe learning and working environment for all students and staff.

MH:ki
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION #10/11-10 APPROVING PARTICIPATION IN *THE GREAT CALIFORNIA SHAKEOUT DRILL* ON OCTOBER 21, 2010 AT 10:21 A.M. AS FULLERTON SCHOOL DISTRICT CONTINUES TO PROVIDE A SAFE LEARNING AND WORKING ENVIRONMENT FOR ALL STUDENTS AND STAFF**

WHEREAS, Fullerton School District recognizes that no community is immune from natural hazards whether it be earthquake, wildfire, flood, winter storms, drought, heat wave, or dam failure and recognizes the importance enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, major earthquakes pose a particular, significant, and ongoing threat to the Fullerton School District, the City of Fullerton and the entire Orange County region; and

WHEREAS, Fullerton School District has a responsibility to promote earthquake preparedness internally as well as with the public and plan appropriately for earthquake-related disasters; and

WHEREAS, the protection of Fullerton School District employees will allow them to facilitate the continuity of government and assist the public following a major earthquake event; and

WHEREAS, community resiliency to earthquakes and other disasters depends on the preparedness levels of all stakeholders in the community – individuals, families, schools, community organizations, faith-based organizations, non-profits, businesses, and government; and

WHEREAS, by participating in ***The Great California ShakeOut*** on October 21, 2010, Fullerton School District has the opportunity to join and support all Californians in strengthening community and regional resiliency; and

WHEREAS, by supporting ***The Great California ShakeOut***, Fullerton School District can utilize the information on www.ShakeOut.org to educate its staff, students, and parent community regarding actions to protect life and property, including mitigating structural and non-structural hazards and participating in earthquake drills.

NOW, THEREFORE BE IT RESOLVED THAT:

The Board of Trustees for Fullerton School District hereby approves participation in ***The Great California ShakeOut*** hereto by taking time to recognize and acknowledge the importance of preparing our District for the purposes of continuing to provide a safe learning and working environment for all student and staff.

Signed this 28th day of September 2010 by:

Beverly Berryman, President

Ellen Ballard, Vice President

Minard Duncan, Clerk

Lynn Thornley, Member

Hilda Sugarman, Member

CONSENT ITEM

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DAVID SWENSON FOR NICOLAS JUNIOR HIGH SCHOOL FOR THE 2010/2011 SCHOOL YEAR

Background: Nicolas Junior High School is in need of technology support during the 2010/2011 school year. Mr. Swenson has unique knowledge of the applications of technology within the classroom, inventory, repair, and distribution of technology equipment. He works closely with teachers to maximize the use of technology within core curriculum, which makes him invaluable for the implementation of the Anytime-Anywhere Laptop program as well as the other 900 computers on campus. These services are rendered for the time period of August 1, 2010 through June 30, 2011.

Rationale: In the past, the District has entered into consulting agreements with individuals that provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services. Mr. Swenson has specialized experience and skills that facilitate the Nicolas Junior High technology program.

Funding: Cost is \$125.00 per day and not to exceed \$19,000.00. This will be funded from Nicolas Junior High School's cost center 0130420103 - 5805.

Recommendation: Approve/Ratify Consultant Agreement between Fullerton School District and David Swenson for Nicolas Junior High School for the 2010/2011 school year.

MLD:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **David Swenson, Address on File**, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

Mr. Swenson will coordinate the inventory, repair and distribution of laptop computers at Nicolas Junior High School. He will also work with teachers on implementation of technology hardware in the teachers' classrooms.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **August 1, 2010 to June 30, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **nineteen thousand Dollars (\$19,000.00)**. CONSULTANT shall submit a billing statement to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

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

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands

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

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

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

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

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

David Swenson
On File

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THE 28th Day of September 2010.

Fullerton School District
(Name of District)

David Swenson
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

David Swenson
Typed Name

Superintendent
Title

Contractor
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: September 28, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Lauralyn Eschner, Coordinator, Visual and Performing Arts

SUBJECT: APPROVE/RATIFY CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND REBECCA FAUBION EFFECTIVE SEPTEMBER 7, 2010 THROUGH JUNE 30, 2011

Background: Fullerton School District was one of 33 projects in the U.S. that received a four-year Model Development and Dissemination Grant (MDDG) offered by the US Department of Education. The total grant award is over \$2 million with \$271,508.00 allocated to support project planning and implementation in year one. Project CREATE! (Children Reaching Excellence in the Arts and Academics Through Engagement), is a comprehensive arts education model that provides sequential, standards-based lessons in music, visual art, dance, theatre, and digital filmmaking to second through sixth grade at-risk students in Title I schools. This model also delivers an in-depth and ongoing professional development component for classroom teachers to implement powerful integrated arts lessons via strong collaboration with expert artist/educators and curriculum experts. Additionally, this project will provide a study to explore how Project CREATE!'s arts and integration model impacts academic performance in reading and mathematics. Project CREATE! was conceived and designed through a dynamic partnership between FSD and Cal State University, Fullerton.

Rationale: The Model Development and Dissemination Grant provides for a program manager and the position is included within the budget to oversee the Project CREATE! Program. Rebecca Faubion holds a Masters of Arts-in-Education degree from Harvard University and a B.A. degree in Literature from the University of California, Santa Cruz. Her professional experience includes working for OCDE as an educational consultant coordinating arts providers and resources with schools. Additionally, she has authored or co-authored studies on the visual arts and the relationship between standards-based, in-school instruction in the visual arts, and creative thinking in elementary students.

Funding: The cost is not to exceed \$45,900.00 and is to be paid from the Model Development and Dissemination Grant (MDDG).

Recommendation: Approve/Ratify Consultant Agreement between Fullerton School District and Rebecca Faubion effective September 7, 2010 through June 30, 2011.

JM:LE:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Rebecca Faubion, Address on File**, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

- **Day to day oversight to the logistics of scheduling, coordinating teachers and arts specialists, and follow-through for the program side of Project CREATE!**
- **Provide on-going support to teaching artists as they collaborate with classroom teachers to implement Project CREATE! (i.e., resolve any conflicts that may arise, find solutions to logistical problems, etc.).**
- **Provide research expertise, writing, documentation, and leadership before, during and after Project CREATE! planning meetings, meetings with co-investigators and partners at CSUF, and as needed throughout the grant period.**
- **Provide expertise in arts education as it relates to the creation of a professional development model for Project CREATE!.**
- **Provide leadership in strategic planning and coordinating for the professional development series for classroom teachers, as well as a think**

tank/symposium, as provided for in the Project CREATE! grant.

- **Collaborate with graphic design consultant and others as needed to fulfill the mission of Project CREATE!**
- **Act as a liaison between the Project CREATE! program (led by Co-Principal Investigators L. Eschner of FSD and Dr. T. Crawford of CSUF) and the Project CREATE! evaluation (led by Dr. Person of CSUF).**
- **Maintain an accurate website featuring on-going documentation of the grant's activities and resources available online, as provided for in the competitive preference priorities of the Project CREATE! proposal.**

2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 7, 2010 – June 30, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Forty-Five Thousand, Nine Hundred Dollars (\$45,900.00)**. **This is calculated based on the CONSULTANT'S hourly rate of \$38.00, over 180 working days, and up to 7 hours work per day.** CONSULTANT shall submit a billing statement to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

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

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

including unemployment insurance, social security and income taxes with respect to CONSULTANT and/or CONSULTANT'S employees.

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

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

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

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

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

omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

Rebecca Faubion
On File

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY of September 2010.

Fullerton School District
(Name of District)

Rebecca Faubion
(Independent Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Typed Name

Superintendent
Title

Title

On File
Social Security or Taxpayer Identification
Number

DISCUSSION/ACTION ITEM

DATE: September 28, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., Superintendent
PREPARED BY: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE NEW AND REVISED BOARD POLICIES**

Background: The following policies were presented to the Board of Trustees for the first reading at the September 14, 2010 Board Meeting:

New:

Personnel

BP 4112.61, BP 4212.61, BP 4312.61 Employment References
BP 4113.4, BP 4213.4, BP 4313.4 Temporary Modified/Light-Duty Assignment
BP 4119.43, BP 4219.43, BP 4319.43 Universal Precautions
BP 4131.1 Beginning Teacher Support/Induction
BP 4135 Solicit and Selling
BP 4139 Peer Assistance and Review
BP 4141.6, BP 4241.6 Concerted Action/Work Stoppage
BP 4157 Employee Safety

Revised:

Personnel

BP 4111, BP 4211, BP 4311 Recruitment and Selection

Input was received and this action item serves as the second reading and approval for these new and revised board policies.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new and revised board policies.

MLD:nm
Attachments

Fullerton School District

Board Policy

Recruitment and Selection

BP 4111, 4211, 4311

Personnel

Board Adopted: September 29, 2005

The Board of Trustees desires to employ the most highly qualified and appropriate person available for each open position in order to improve student achievement and efficiency in District operations.

The Superintendent or designee shall:

1. Recruit candidates for open positions based on an assessment of the District's needs for specific skills, knowledge and abilities.
2. Develop job descriptions that accurately describe all essential and marginal functions and duties of each position.
3. Disseminate job announcements to ensure a wide range of candidates.
4. Develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations and recommendations from previous employers.
5. Establish an interview committee, as appropriate, to rank candidates and recommend finalists.

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by State or federal law. All discussions and recommendations shall be confidential in accordance with law.

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Recruiting Incentives for Teachers

Contingent upon available funding, the Superintendent or designee may provide incentives to recruit credentialed teachers to teach in any District school ranked in the bottom half of the State Academic Performance Index. Such incentives may include, but are not limited to, signing bonuses, improved work conditions, teacher compensation or housing subsidies. (Education Code 44735)

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

44066 Limitations on certification requirement

44259 Teaching credential; exception; designated subjects; minimum requirements

44735 Incentive grants for recruiting teachers for low-performing schools
44740-44741 Personnel Management Assistance Teams
44750-44754.5 Regional teacher recruitment centers
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations regarding residency
45103-45138 Employment (classified employees)
49406 Examination for tuberculosis
52051 Academic Performance Index
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, including:
12940-12956 Discrimination prohibited; unlawful practices
UNITED STATES CODE, TITLE 8
1324a Unlawful employment of aliens
1324b Unfair immigration related practices
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2-2000h-6 Title IX, 1972 Education Act Amendments
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Leadership: Human Resources, 1996

WEB SITES

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

CalTeach: <http://www.calteach.org>

Education Job Opportunities Information Network: <http://www.edjoin.org>

CSBA Revision

(7/03)

Fullerton School District

Board Policy

Employment References

BP 4112.61, 4212.61, 4312.61

Personnel

Board Adopted:

The Superintendent or designee shall process all requests for references, letters of recommendation, or information about the reasons for separation regarding all District employees other than himself/herself. All letters of recommendation to be issued on behalf of the District for current or former employees must be approved by the Superintendent or designee.

At his/her discretion, the Superintendent or designee may refuse to give a recommendation. Any recommendation he/she gives shall provide a careful, truthful and complete account of the employee's job performance and qualifications.

Legal References:

LABOR CODE

1050-1054 Reemployment privileges

CIVIL CODE

47 Privileged communication

CODE OF CIVIL PROCEDURE

527.3 Labor disputes

CODE OF REGULATIONS, TITLE 5

80332 Professional candor and honesty in letters or memoranda of employment recommendation

COURT DECISIONS

Randi W. v. Muroc Joint Unified School District et al., (1997) 14 Cal.4th 1066

CSBA Revisions

(9/89 2/95) 10/96

Fullerton School District

Board Policy

Temporary Modified/Light-Duty Assignment

BP 4113.4, 4213.4, 4313.4

Personnel

Board Adopted:

The Board of Trustees recognizes that when employees have temporarily disabling medical conditions, temporary modified or light-duty assignments can allow the District to continue to use their valuable knowledge, skills, and abilities while minimizing time away from work. Temporary modified/light-duty assignments may also serve to facilitate the employee's transition back to his/her regular duties or full-time work.

Any employee may request a modified or light-duty assignment when he/she has a temporary medical condition which prevents the performance of the essential functions of his/her current assignment or position. The Superintendent or designee shall determine, on a case-by-case basis, whether a suitable temporary position currently exists to accommodate the physical restrictions specified by the employee's medical provider.

An employee's initial assignment to a temporary modified or light-duty position shall be for a limited duration, not to exceed 30 days. At the end of the initial assignment, the employee may request that the Superintendent or designee extend the assignment. When requesting any such extension, the employee shall submit documentation from his/her medical provider verifying that the employee is still temporarily disabled and is not medically able to return to his/her regular assignment. Temporary assignments generally shall not exceed 90 days, but may be extended at the discretion of the Superintendent or designee for an additional 90 days upon verification by the employee's medical provider that such an extension will allow the employee to return to unrestricted regular duties.

An employee who rejects a temporary modified/light-duty assignment may be subject to a loss of workers' compensation benefits in accordance with the District's policy.

Legal References:

EDUCATION CODE

44984 Required rules for industrial accident and illness leave

45192 Industrial accident and illness leave for classified employees

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

12945.1-12945.2 California Family Rights Act

UNITED STATES CODE, TITLE 29

2601-2654 Family Care and Medical Leave Act

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

Raine v. City of Burbank, (2006) 135 Cal.App.4th 1215

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

CSBA Revisions
(10/95) 7/07

**Fullerton School District
Board Policy
Universal Precautions**

BP 4119.43, 4219.43, 4319.43

**Personnel
Board Adopted:**

In order to protect employees from contact with potentially infectious blood or other body fluids, the Board of Trustees requires that universal precautions be observed throughout the District.

Universal precautions are appropriate for preventing the spread of all infectious diseases and shall be used regardless of whether bloodborne pathogens are known to be present.

Employees shall immediately report any exposure incident or first aid incident in accordance with the District's exposure control plan or other safety procedures.

Legal References:

HEALTH AND SAFETY CODE

117600-118360 Handling and disposal of regulated waste

120875 Providing information to school districts on AIDS, AIDS-related conditions and Hepatitis B

120880 Information to employees of school district

CODE OF REGULATIONS, TITLE 8

5193 California bloodborne pathogens standard

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.1030 OSHA bloodborne pathogens standards

Management Resources:

CDE PROGRAM ADVISORIES

1016.89 Guidelines for Informing School Employees about Preventing the Spread of Infectious Diseases, including Hepatitis B and AIDS/HIV Infections and Policies for Dealing with HIV-Infected Persons in School Settings

WEB SITES

Centers for Disease Control and Prevention: <http://www.cdc.gov>

CSBA Revisions

(3/93) 7/99

Fullerton School District

Board Policy

Beginning Teacher Support/Induction

BP 4131.1

Personnel

Board Adopted:

The Board of Trustees recognizes that intensive professional development and support will help beginning teachers apply their academic preparation more effectively in the classroom and result in greater District retention of capable beginning teachers. The Superintendent or designee shall ensure that first- and second-year teachers receive guidance to help them make an effective transition into the teaching profession.

The Superintendent or designee shall inform beginning teachers about induction programs that are available to help them fulfill the requirements of the professional clear multiple- or single-subject teaching credential pursuant to Education Code 44259.

District-Sponsored BTSA Induction Program

When approved by the Commission on Teacher Credentialing (CTC) and the Superintendent of Public Instruction, the District may serve as a sponsor of an induction program. The program shall meet State standards for induction programs and shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession.

The Superintendent or designee shall pair each participating teacher with a support provider who is an experienced teacher, knowledgeable about beginning teacher development and needed competencies, and effective in interpersonal and communication skills. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all program participants.

The Superintendent or designee shall provide initial preparation and additional professional development for support providers to enable them to acquire and enhance their knowledge and skills needed to work with beginning teachers.

Professional development provided to a beginning teacher shall be based on an individual induction plan which takes into consideration the teacher's prior preparation and experience.

A beginning teacher shall not be required to demonstrate that a competency has been met, nor complete a program element designed to assist beginning teachers in meeting that competency, if he/she previously met the competency while participating in a CTC-approved teacher preparation program. The beginning teacher's knowledge and classroom practice shall be regularly assessed using multiple measures and the results shall be used to monitor and revise subsequent individual induction plans. The Superintendent or designee shall maintain a complete record of each participating teacher's participation and progress toward completion of professional credential requirements.

Performance assessments conducted as part of the induction program shall not be used for employment-related evaluations, as a condition of employment, or as a basis of terminating employment.

The Superintendent or designee shall conduct an annual evaluation of the induction program and shall report to the Board regarding its effectiveness in meeting induction program goals.

Legal References:

EDUCATION CODE

41520-41522 Teacher Credentialing Block Grant

41530-41532 Professional Development Block Grant

44259 Credential requirements

44259.5 Standards for professional preparation programs

44275.4 Credential requirements, induction, out-of-state teachers

44279.1-44279.7 Beginning Teacher Support and Assessment Program (BTSA)

44325-44328 District interns

44380-44386 Alternative certification

44450-44468 University interns

44560-44562 Certificated Staff Mentoring Program

CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

80055 Internship credential

80413 Credential requirements

80413.3 Credential requirements; teachers with out-of-state credentials

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, training and recruiting high quality teachers and principals

7801 Definitions, highly qualified teacher

Management Resources:

COMMISSION ON TEACHER CREDENTIALING/CALIFORNIA DEPARTMENT OF EDUCATION
POLICY

Funding Policy for Teacher Development Programs, December 2006

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Induction Manual: A Credential Application Processing Guidebook for Commission-Approved
Induction Programs, June 2004

Final Report of the Individual Evaluation of the Beginning Teacher Support and Assessment Program,
April 2002

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

California Standards for the Teaching Profession, 1997

WEB SITES

Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

(7/05 11/06) 7/07

Fullerton School District
Board Policy
Solicit and Selling

BP 4135

Personnel

Board Adopted:

Employees shall not solicit District staff, students or their families with the intent to sell general merchandise, books, equipment or services for their own personal profit or benefit unless granted approval from site/department supervisor. Solicitation of students and staff on behalf of the school or other charitable organizations shall be conducted in accordance with applicable Board policy and administrative regulation.

Staff members shall respect the confidentiality of District employees and students and shall not use their status as District employees to secure information such as names, addresses, e-mail addresses, and telephone numbers for solicitations or use in personal profit-making or beneficial ventures.

Educational tours may be promoted on school premises only if they are sponsored by the District. Employees engaged in planning, organizing or leading tours as private, non-District-sponsored businesses shall make it clear that they do not represent the school or District. All activities related to such tours must be carried on outside of school hours.

Staff participation in "flower funds," "anniversary funds" or other similar funds shall be voluntary.

Legal References:

EDUCATION CODE
51520 Prohibited solicitations on school premises

CSBA Revisions
(9/88) 7/03

Fullerton School District

Board Policy

Peer Assistance and Review

BP 4139

Personnel

Board Adopted:

In order to assist teachers who may need additional development in subject matter knowledge and/or teaching strategies, the Board of Trustees shall work with the local teachers' organization to establish and maintain a program of peer assistance and review linking participating teachers with exemplary teachers serving as consulting teachers. Consulting teachers shall provide sustained, intensive support including, but not limited to, multiple classroom observations, recommendations for staff development and regular meetings with participating teachers.

The Superintendent or designee shall establish in accordance with law a joint teacher-administrator peer review panel to manage the program.

Board decisions regarding the continued employment of an individual participating teacher shall include consideration of the results of the individual's participation in the peer assistance and review program and the recommendations of the consulting teacher and review panel.

The Board shall coordinate policies and procedures related to the District's peer assistance and review program with other District activities for staff development, teacher support, and staff evaluation.

Legal References:

EDUCATION CODE

44279.1-44279.7 Beginning teacher support and assessment

44325-44328 District intern program

44500-44508 Peer assistance and review program

44560-44562 Certificated Staff Mentoring Program

44662 Evaluation of certificated employees

44664 Evaluation

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

CDE: <http://www.cde.ca.gov>

California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

California Teachers Association: <http://www.cta.org>

California Federation of Teachers: <http://www.cft.org>

CSBA Revisions

7/99

Fullerton School District

Board Policy

Concerted Action/Work Stoppage

BP 4141.6, 4241.6

Personnel

Board Adopted:

The Board of Trustees recognizes the importance of maintaining ongoing positive relations with employees and engaging in fair, respectful negotiations with employee organizations. The Board desires to reach agreement on employment contracts in a manner that does not disrupt school operations or impact student achievement.

The Board recognizes that advance planning is necessary to ensure that students receive the education to which they are entitled in the event of a work slowdown, sickout, strike, or other concerted activity by employees. The Superintendent or designee shall develop a written plan which shall include strategies for the provision of internal and external communications, preservation of student and staff safety, maintenance of District operations, and appropriate student instruction and supervision during a work slowdown or stoppage.

If an employee organization gives notice that it intends to strike, the Superintendent or designee shall notify the Public Employment Relations Board, Employment Development Department, employees in the striking unit, employees in the nonstriking unit, parents/guardians, students, law enforcement, the media, and others as appropriate.

Employees should be held accountable for their behavior during any labor dispute. The District may take disciplinary action against any employee who engages in an unlawful concerted action or in unlawful behavior in an otherwise protected activity, taking into account the seriousness of the behavior and the District's efforts to rebuild relations following the withholding of services by employees.

Legal References:

EDUCATION CODE

35204 Contract with attorney in private practice

35205 Contract for legal services

37200-37202 Instructional days

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3543.5-3543.6 Unfair labor practices

3548-3548.8 Impasse procedures

INSURANCE CODE

10116 Employee continuation of insurance coverage

UNITED STATES CODE, TITLE 29

1161-1169 Continuation coverage and additional standards for group health plan

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Fresno Unified School District, 1982, PERB Dec. No. 208, 6 PERC 13110

Konocti Unified School District, 1982, PERB Dec. No. 217, 6 PERC 13152

Management Resources:

CSBA PUBLICATIONS

Collective Bargaining DVD-ROM

Maximizing School Board Governance: Collective Bargaining

Political Activities of School Districts: Legal Issues, rev. 2001

Before the Strike: Planning Ahead in Difficult Negotiations, 1996

WEB SITES

CSBA: <http://www.csba.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.html>

CSBA Revisions

(12/89 6/97) 3/07

Fullerton School District

Board Policy

Employee Safety

BP 4157

Personnel

Board Adopted:

The Board of Trustees is committed to maximizing employee safety and believes that workplace safety is every employee's responsibility. Working conditions and equipment shall comply with standards prescribed by federal, State, and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Board expects all employees to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Superintendent or designee.

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

The Superintendent or designee shall establish and implement a written injury and illness prevention program in accordance with law. (Labor Code 6401.7)

The Superintendent or designee shall ensure the ready availability of first aid materials at District workplaces and shall make effective provisions, in advance, for prompt medical treatment in the event of an employee's serious injury or illness.

No employee shall be discharged or discriminated against for making complaints, instituting proceedings, or testifying with regard to employee safety or health or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7.

Legal References:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

3300 Definitions

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3400 Medical services and first aid
5095-5100 Control of noise exposure
CODE OF FEDERAL REGULATIONS, TITLE 29
1910.95 Noise standards

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.html

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health:

<http://www.cdc.gov/niosh>"><http://www.cdc.gov>"><http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

CSBA Revisions

(6/91 7/99) 3/10

DISCUSSION/ACTION ITEM

DATE: September 28, 2010

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

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

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: **ADOPT RESOLUTION #10/11-11 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT STATING ITS INTENTION TO PURSUE A REFINANCING OF OUTSTANDING SERIES A GENERAL OBLIGATION BONDS, APPOINTING CERTAIN PROFESSIONALS IN CONNECTION WITH THE REFINANCING, AND APPROVING CERTAIN RELATED ACTIONS**

Background: Series A General Obligation Bonds in the amount of \$40,000,457.95 were issued in July 2002 for the purpose of construction of new facilities such as multipurpose rooms, renovation and improvement at existing schools, and to fund a portion of the cost of the construction of a new elementary school. Series B General Obligation Bonds in the amount of \$9,699,542.05 were then issued in August 2005 in addition to this. The two issuances were made under the \$49,700,000.00 authorization that was approved by voters on March 5, 2002.

As the District is considering refinancing the current outstanding Series A General Obligation Bonds, staff is recommending the approval of an agreement with Piper Jaffray Co. and Straddling Yocca Carlson & Rauth to form a District fiscal team for this refinancing. The current Assistant Superintendent of Business Services has worked with this financial team for the past twelve years in facilities and bond related issues. Both firms have a conservative fiscal approach and pay close attention to detail, which has resulted in low cost and effective services to clients. The Board is asked to adopt Resolution #10/11-11 which will allow staff to enter into agreements with Piper Jaffray Co. and Straddling Yocca Carlson & Rauth to pursue refinancing of the District's outstanding Series A General Obligation Bonds.

Rationale: As the District's financial team, Piper Jaffray Co. and Straddling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California. The refinancing of the bonds will allow the District to return money to the taxpayers.

Funding: Costs for these services will be taken out of proceeds from refinancing the outstanding Series A General Obligation Bonds.

Recommendation: Adopt Resolution #10/11-11 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Series A General Obligation Bonds, appointing certain professionals in connection with the refinancing, and approving certain related actions.

**FULLERTON SCHOOL DISTRICT
RESOLUTION #10/11-11**

**STATING THE INTENTION OF THE BOARD OF TRUSTEES TO PURSUE A REFINANCING OF
OUTSTANDING SERIES A GENERAL OBLIGATION BONDS, APPOINTING CERTAIN
PROFESSIONALS IN CONNECTION WITH THE REFINANCING, AND APPROVING CERTAIN
RELATED ACTIONS**

WHEREAS, the issuance of not to exceed \$49,700,000.00 aggregate principal amount of general obligation bonds (the "Authorization") of the District, County of Orange (the "County"), State of California, was authorized at an election (the "Election") held in said District on March 5, 2002, the proceeds of which were to be used to finance the construction of new facilities such as multipurpose rooms, renovation and improvement at existing schools, and to fund a portion of the cost of the construction of a new elementary school; and

WHEREAS, general obligation bonds in the amount of \$49,700,000.00 under the Authorization (the "Prior Bonds") have heretofore been issued, such that no Authorization remains to be issued; and

WHEREAS, the Governing Board (the "Board") has now determined that conditions in the financial marketplace are favorable for the refunding of a portion of the outstanding principal amount of the Prior Bonds; and

WHEREAS, the Board desires to appoint certain professionals to assist the District with beginning the necessary preparations so that the Board may consider at a future time whether to proceed with refunding of the Prior Bonds; and

WHEREAS, the Board desires to authorize each of the Superintendent of the District (the "Superintendent"), the Assistant Superintendent of Business Services of the District (the "Assistant Superintendent, Business Services"), and certain other District officials to take certain actions in furtherance of the refunding of the Prior Bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fullerton School District, as follows:

Section 1. Recitals. All of the recitals herein contained are true and correct, and the Board so finds.

Section 2. Declaration of Intent. The Board hereby declares its intention to proceed with a proposed refunding of the Prior Bonds, and hereby authorizes the Superintendent, Assistant Superintendent, Business Services, and any employees of the District designated by any of the foregoing District officials (the "Authorized Officers") to take such actions as are deemed in the interest of the District in furtherance of facilitating the implementation of the proposed refunding, including the preparation of legal documents in connection therewith, and to submit such documents to the Board at a subsequent meeting for approval.

Section 3. Authorization of Contracts with Consultants. The Board hereby authorizes the Assistant Superintendent, Business Services, to negotiate, approve, and execute consulting contracts with each of Straddling Yocca Carlson & Rauth as bond and disclosure counsel in connection with the refunding of the Prior Bonds and with Piper Jaffray Co. as investment banker to the District in connection with refunding of the Prior Bonds.

Section 4. Other Actions. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things that they may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by the officers, employees, and agents of the District in furtherance of the intent of this Resolution are hereby approved, confirmed, and ratified.

Section 5. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 28th day of September 2010 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN _____

Attest:

Beverly Berryman, President, Board of Trustees

Clerk/Secretary of the Board

DISCUSSION/ACTION ITEM

DATE: September 28, 2010

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 #10/11-12 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT STATING ITS INTENTION TO PURSUE A REFINANCING OF OUTSTANDING CERTIFICATES OF PARTICIPATION, APPOINTING CERTAIN PROFESSIONALS IN CONNECTION WITH THE REFINANCING, AND APPROVING CERTAIN RELATED ACTIONS**

Background: Certificates of Participation in the amount of \$8,890,000.00 were issued in July 2002 for the purpose of making capital improvements to modernize certain school sites in the District and to purchase additional classroom buildings. As the District is considering refinancing the current outstanding Certificates of Participation, staff is recommending the approval of an agreement with Piper Jaffray Co. and Straddling Yocca Carlson & Rauth to form a District fiscal team for this refinancing. The current Assistant Superintendent of Business Services has worked with this financial team for the past twelve years in facilities and bond related issues. Both firms have a conservative fiscal approach and pay close attention to detail, which has resulted in low cost and effective services to clients. The Board is asked to adopt Resolution #10/11-12 which will allow staff to enter into agreements with Piper Jaffray Co. and Straddling Yocca Carlson & Rauth to pursue refinancing of the District's outstanding Certificates of Participation.

Rationale: As the District's financial team, Piper Jaffray Co. and Straddling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California. The refunding will allow the District to maximize dollars for the benefit of students.

Funding: Costs for these services will be taken out of proceeds from refinancing the outstanding Certificates of Participation.

Recommendation: Adopt Resolution #10/11-12 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Certificates of Participation, appointing certain professionals in connection with the refinancing, and approving certain related actions.

GC:RG:gs
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION #10/11-12**

**STATING THE INTENTION OF THE BOARD OF TRUSTEES TO PURSUE A REFINANCING OF
OUTSTANDING CERTIFICATES OF PARTICIPATION, APPOINTING CERTAIN PROFESSIONALS IN
CONNECTION WITH THE REFINANCING, AND APPROVING CERTAIN RELATED ACTIONS**

WHEREAS, the Fullerton School District (the "District") previously issued \$8,890,000.00 of Certificates of Participation ("Certificates") in April 1999 for the purposes of making capital improvements to modernize certain school sites in the District and to purchase additional classroom buildings; and

WHEREAS, the Governing Board (the "Board") has now determined that conditions in the financial marketplace are favorable for the refunding of a portion of the outstanding principal amount of the Certificates; and

WHEREAS, the Board desires to appoint certain professionals to assist the District with beginning the necessary preparations so that the Board may consider at a future time whether to proceed with refunding of the Certificates; and

WHEREAS, the Board desires to authorize each of the Superintendent of the District (the "Superintendent"), the Assistant Superintendent of Business Services of the District (the "Assistant Superintendent, Business Services"), and certain other District officials to take certain actions in furtherance of the refunding of the Certificates; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fullerton School District, as follows:

Section 1. Recitals. All of the recitals herein contained are true and correct, and the Board so finds.

Section 2. Declaration of Intent. The Board hereby declares its intention to proceed with a proposed refunding of the Certificates, and hereby authorizes the Superintendent, Assistant Superintendent, Business Services, and any employees of the District designated by any of the foregoing District officials (the "Authorized Officers") to take such actions as are deemed in the interest of the District in furtherance of facilitating the implementation of the proposed refunding, including the preparation of legal documents in connection therewith, and to submit such documents to the Board at a subsequent meeting for approval.

Section 3. Authorization of Contracts with Consultants. The Board hereby authorizes the Assistant Superintendent, Business Services, to negotiate, approve, and execute consulting contracts with each of Straddling Yocca Carlson & Rauth as bond and disclosure counsel in connection with the refunding of the Certificates and with Piper Jaffray Co. as investment banker to the District in connection with refunding of the Certificates.

Section 4. Other Actions. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things that they may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by the officers, employees, and agents of the District in furtherance of the intent of this Resolution are hereby approved, confirmed, and ratified.

Section 5. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 28th day of September 2010 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN _____

Attest:

Beverly Berryman, President, Board of Trustees

Clerk/Secretary of the Board

DISCUSSION/ACTION ITEM

DATE: September 28, 2010

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

FROM: Janet Morey, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Ted Lai, Director, Technology & Media Services

SUBJECT: **APPROVE LEASE SCHEDULE NO. 13 BETWEEN FULLERTON SCHOOL DISTRICT AND ACADEMIC CAPITAL GROUP, INC., FOR 2010/2011**

Background: The Board of Trustees approved Lease Schedule No. 12 at the June 8, 2010 Board meeting for the purchase of 275 laptop computers for the 1:1 Laptop Program. This lease agreement is piggybacked from the Master Lease Agreement #E060400848, which set the terms and conditions of financing with Academic Capital Group, Inc. and was approved by the Board on June 22, 2004. 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.

Rationale: This year, an unanticipated increase in program participation and demand for lease/purchase of laptops, has resulted in the need to add Lease Schedule No. 13. The purchase of 25 laptops will meet this increased demand.

Funding: Parent Fees, Donations, and General Fund.

Recommendation: Approve Lease Schedule No. 13 between Fullerton School District and Academic Capital Group, Inc., for 2010/2011.

JM:TL:sg
Attachment

SCHEDULE NO. 13 TO MASTER LEASE PURCHASE AGREEMENT NO. E060400848

This Lease Schedule No. 13 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement No. E060400848 ("Agreement"), and is effective as of _____, 2010. The terms, conditions, representations, and warranties of the Agreement are hereby incorporated herein by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Agreement are intended to have the same meaning as when used therein.

EQUIPMENT LOCATION			
EQUIPMENT LOCATION (NUMBER AND STREET)			
CITY	COUNTY	STATE	ZIP CODE

EQUIPMENT INFORMATION		
QUANTITY	ORDER NO.	EQUIPMENT DESCRIPTION (INCLUDE SERIAL NO., MAKE, MODEL, etc.)
SEE "EXHIBIT 1" ATTACHED HERETO AND MADE A PART HEREOF.		
<i>The above Equipment includes all attachments and accessories attached thereto and made a part thereof.</i>		

YOUR LEASE PAYMENT SCHEDULE		
Amount Financed: \$29,658.96 (<i>\$27,630.00 Equipment Cost + \$1,828.96 sales tax and \$200.00 eWaste Fee</i>)		
NUMBER OF RENT PAYMENTS/ DUE DATES	RENT:	FREQUENCY OF RENT PAYMENTS:
Payment One / 08/31/11	\$9,886.32	ANNUALLY
Payment Two / 08/31/12	\$9,886.32	
Payment Three / 08/31/13	\$9,886.32	
ADVANCE RENT: N/A	SPECIAL PAYMENT PROVISIONS:	

LEASE RATE FACTOR / LESSEE INTEREST RATE	TOTAL OF ALL RENT PAYMENTS	EQUIPMENT COST FINANCED	LEASE CHARGE RATE
COST OF CREDIT TO YOU	AMOUNT PAID AFTER ALL RENT PAYMENTS MADE	AMOUNT OF CREDIT PROVIDED FOR EQUIPMENT	DOLLAR AMOUNT CREDIT WILL COST YOU
.3333 / 0.00%	\$29,658.96	\$29,658.96	\$0.00

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY ACADEMIC CAPITAL GROUP, INC. IS \$26,159.96 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 6.90%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 6038-GC. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 19(L) OF THE MASTER LEASE SHALL INCLUDE OID.

IMPORTANT: READ THIS BEFORE SIGNING. THE TERMS OF THIS SCHEDULE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS SCHEDULE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS SCHEDULE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR EDUCATIONAL PURPOSES ONLY.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS SCHEDULE WAS CORRECT AND COMPLETE WHEN THIS SCHEDULE WAS SIGNED. THIS SCHEDULE IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS SCHEDULE. THIS SCHEDULE AND THE MASTER LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE YOU ARE LOCATED. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS WHERE YOU ARE LOCATED.

COUNTERPART NO. ____ OF ____ MANUALLY EXECUTED AND SERIALLY NUMBERED COUNTERPARTS. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), NO SECURITY INTEREST HEREIN MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

LESSOR: ACADEMIC CAPITAL GROUP, INC.	LESSEE: FULLERTON SCHOOL DISTRICT
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____
	FED TAX ID#: 95-6001405

EXHIBIT 1 – EQUIPMENT INFORMATION to Lease Schedule No. 13
under Master Lease Purchase Agreement No. E060400848

Part Number	Details & Comments	Qty
8G019LL/A	MacBook 5-pack (White/13.3" LED/2.4GHz/2GB DDR3/250GB/SD)	5
S3108LL/A	APP MB/13" MBP 1:1 EDU, 4YR, ONSITE	25

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

ADMINISTRATIVE REPORT

DATE: September 28, 2010

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

FROM: Janet Morey, Assistant Superintendent Educational Services

PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability

SUBJECT: FULLERTON SCHOOL DISTRICT 2009/2010 STATE AND FEDERAL STUDENT ASSESSMENT REPORT

Background: Each year the California Department of Education mandates a standards-based testing program for students throughout the State, which is also known as STAR (Standardized Testing And Reporting). This testing data, Academic Performance Index (API), becomes part of the Federal NCLB (No Child Left Behind) assessment program that determines Adequate Yearly Progress (AYP) and Program Improvement (PI) status for Title I schools. Board Policy 6162.61 requires that Districtwide State and federal assessment results be reported, annually, to the Board at a regularly scheduled meeting.

Rationale: Educational Services staff will present a review of the Fullerton School District 2009/2010 State and federal assessment summary results. This Districtwide review will include a summary of student achievement data, a report of the achievement levels of significant subgroups, longitudinal Academic Performance Index/Adequate Yearly Progress (API/AYP) comparisons, California Modified Assessment (CMA) and California Alternate Performance Assessment (CAPA) results, and the status of Program Improvement (PI) Schools.

Funding: Not applicable.

Recommendation: Not applicable.

JM:SC:nm

ADMINISTRATIVE REPORT

DATE: September 28, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary W. Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2009/2010, the Capital Facilities Fund reflects a July 1, 2009 beginning balance of \$1,622,950.00, income of \$133,501.00, expenses of \$127,253.00, and a June 30, 2010 ending balance of \$1,629,198.00.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 14, 2010 (Item #2a). Of the \$127,253.00 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

GC:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT

DEVELOPER FEE REPORT

Site/Building/Equipment to house student enrollment at:

ACACIA	\$	3,432
NICOLAS	\$	1,234
ORANGETHORPE	\$	8,829
RICHMAN	\$	8,800
ROLLING HILLS	\$	115,384
DISTRICT WIDE	\$	(11,984)
Interest Expense	\$	1,558
		<u>\$ 127,253</u>