

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, March, April, July, August, November, and December and twice during the months of February, May, June, September, and October. The Regular Board 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 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's Office with supporting documents and information. The Board President and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, the Board President and/or Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

PUBLIC COMMENTS/PERSONS ADDRESSING THE BOARD – The Board meeting follows rules of decorum. Per Board Bylaw 9323, the Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board-matters that are not listed on the agenda that are within the jurisdiction of the Board. The Board shall take no action or have discussion on any item not appearing on the posted agenda, except as authorized by law. Furthermore, the Board may respond to the public by referring the comment/question to the Superintendent for a response or by asking the Superintendent to report back to the Board concerning the matter.

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment, beginning with stating his/her name for the record. Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda 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 the Board meeting agenda. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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, an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent or designee at (714) 447-7410. Notification must be given within 72 hours prior to a Board meeting in order to enable the District to make reasonable arrangements to ensure accommodation and accessibility to the meeting.

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Monday, May 21, 2012, 9:00 a.m.
District Administration Offices Teacher's Center
1401 W. Valencia Drive, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 9:06 a.m. and President Sugarman led the pledge of allegiance.

Closed Session

The Board recessed to Closed Session at 9:07 a.m. to discuss Public Employee Appointment/Public Employment: Superintendent [Government Code sections 54954.5(e), 54957]

The Board recessed at 12:10 p.m. and resumed Closed Session at 12:25 p.m. to discuss Public Employee Appointment/Public Employment: Superintendent [Government Code sections 54954.5(e), 54957].

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

Leadership Associates: Advisors Rich Thome and Dr. Peggy Lynch

Adjournment

President Sugarman adjourned the Special meeting on May 21, 2012 at 1:07 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Monday, June 4, 2012, 8:00 a.m.
Hydraflow
1881 West Malvern Avenue, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 8:03 a.m. and President Sugarman led the pledge of allegiance.

Closed Session

The Board recessed into Closed session at 8:05 a.m. to discuss Public Employee Appointment/Public Employment: Superintendent [Government Code sections 54954.5(e), 54957]

The Board recessed at 12:35 p.m. and resumed Closed Session at 1:15 p.m. to discuss Public Employee Appointment/Public Employment: Superintendent [Government Code sections 54954.5(e), 54957].

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

Leadership Associates: Advisors Rich Thome and Dr. Peggy Lynch

Adjournment

President Sugarman adjourned the Special meeting on June 4, 2012 at 4:18 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Wednesday, June 6, 2012, 6:00 p.m.
St. Jude Medical Plaza #2 (South Building)
Conference Room
2141 N. Harbor Blvd Avenue, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 6:02 p.m. and President Sugarman led the pledge of allegiance.

Closed Session

The Board recessed into Closed session at 6:03 p.m. to discuss Public Employee Appointment/Public Employment: Superintendent [Government Code sections 54954.5(e), 54957]

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

Leadership Associates: Advisors Rich Thome and Dr. Peggy Lynch

Adjournment

President Sugarman adjourned the Special meeting on June 6, 2012 at 10:30 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, June 5, 2012
4:30 p.m. Reception for Award-Winning Schools
5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

4:30 p.m. Reception for Award-Winning Schools

The Board of Trustees, Dr. Hovey, and Executive Cabinet held a reception in recognition of the Award-Wining Schools: Acacia, Laguna Road, and Robert C. Fisler Schools (California Distinguished Schools) and Valencia Park School (Title I Academic Achievement Award). All four schools were presented certificates of recognition.

Call to Order and Pledge of Allegiance

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:18 p.m. and President Sugarman led the pledge of allegiance to the flag.

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

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Mrs. Susan Hume, Mrs. Janet Morey

Guest present: Spencer Covert, *Parker and Covert, LLP*

Public Comments

No comments.

Recess to Closed Session – Agenda

At 5:20 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] •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Call to Order, Pledge of Allegiance

The Board returned to Open Session at 6:03 p.m., and Junior Troop 183 and Cadette Troop 39 from Sunset Lane School, led the pledge of allegiance to the flag.

Report from Closed Session

No report from Closed Session.

President Sugarman read the following statement: "Over the past few days, the Superintendent's Office and/or Board members have received inquiries from members of the public about the recent message sent by a Fullerton School District Board of Trustees member endorsing candidates for today's recall election of City Council members. There has been some public concern regarding Election Code Section 18650. This matter is not in the purview of this Board. The purpose of this public statement is to clarify for the public that the Board of Trustees of Fullerton School District has not taken a position to support or oppose the recall. As an individual, each Board member has a First Amendment right to speak out on public issues of the day. That Board member has chosen to exercise that right and speak out in favor of the recall. Our Board Bylaw 9010 recognizes the right of Board members to freely express their views and also states that Board members have a responsibility to identify personal viewpoints and indicate that their viewpoints are not the viewpoints of the Board. To clarify, the Board of Trustees of the Fullerton School District have taken no position, for or against, on the recall of members of the City Council of the City of Fullerton. We hope that this statement clarifies the position of the Board and there is no confusion in the future."

Introductions/Recognitions

Paula Pitluk, Principal at Sunset Lane School, presented an overview of the school's many programs and activities. Mrs. Pitluk recognized staff, students, and parents that were present for the Board meeting. Darlene

Park, Andrew Perera, Allison Fong, Shukan Shah, Emily Pham, Daniel Magpayo (3rd grade Ecology team), Melissa Beining and Samantha Guzman (Math Olympiad and Math Field Day), Snghyun, Vidhi Joshi, Alice Cun, Eunice Chun (Student Council) and Dagmawi Twadros (6th grade student) assisted Mrs. Pitluk with the presentation.

Lauralyn Eschner, Coordinator of Visual and Performing Arts, introduced Harold Banash from the Southern California Railway Plaza Association. Mr. Banash reported nearly 11,000 Fullerton Elementary students were offered an opportunity to participate in the 13th annual Railroad Safety Poster Contest. The judges selected six Citywide winning posters and cash prizes were awarded of \$100.00 for first place, \$75.00 for second place, and \$50.00 for third place. In addition, Amtrak will present four round tickets for these winners' families. The following students were the recipients in the lower grades: 1st place- Yunki Kim (Acacia School, 3rd grade, "Trains Can't Stop, You Can"), 2nd place- Leanna Suh (Fisler School, 1st grade, "Stop, Look & Listen"), and 3rd Place- Emily Won (Fisler School, 2nd grade, "Never stop on theTracks"). The following students were the recipients in the upper grades: 1st place- Emily Ong (Beechwood School, 6th grade, "Never Stop on the Tracks"), 2nd place- Yuna Kim (Laguna Road School, 6th grade, "Don't mess with Trains"), and 3rd place- Anna Lee (Fern Drive School, 5th grade, "Keep Clear Off the Railroad"). Jonathan Lee, Laguna Road School, 6th grade, received an Honorable Mention for "Texting May Change the Rest of Your Life!"

Public Comments – Policy (see above)

No comments.

Information Items

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

Approve Minutes

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to approve the minutes of the Regular meetings on May 1, 2012, and May 22, 2012.

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

Consent Items

Moved by Beverly Berryman, seconded by Chris Thompson and carried 5-0 to approve the consent items. The Board held discussion on agenda items #1a, #1b, and #1q.

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 F22C0117 through F22C0121, F22D0916 through F22D0973, F22M0197 through F22M0208, F22R0766 through F22R0818, F22S0035, F22T0037, F22V0155 through F22V0172, and F22X0415 through F22X0418 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 141025 through 141073 for the 2011/2012 school year

1e. Approve/Ratify warrants numbered 83286 through 83618 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8976 through 9013 for the 2011/2012 school year.

1g. Adopt Resolutions numbered 11/12-B040 through 11/12-B042 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h. Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH Environmental, Inc., for Annual Groundwater Site Monitoring, effective July 1, 2012 through June 30, 2013 (groundwater monitoring).

1i. Approve Independent Contractor Agreement between the Fullerton School District and ADvTECH

Environmental, Inc., for Soil Remedial Action Work Plan requested by the California Regional Water Quality Control Board (soil remediation), effective July 1, 2012 through June 30, 2013.

1j. Approve/Ratify agreement between Fullerton School District and Fresh Grill, LLC.

1k. Approve/Ratify contract for services between Fullerton School District and Gold Star Food from Santa Clarita Valley School Food Services Agency's Piggyback Bid No. 11-12-31012012-01 for Frozen, Grocery, and Cereal Categories.

1l. Approve/Ratify Agreement between Fullerton School District and Jamba Juice Company for the 2012/2013 school year.

1m. Approve/Ratify renewal of contracts with Gold Star Foods (Grocery), U S Foodservice (Cereal), Hollandia Dairy (Dairy), ASR Food Distributors, Inc. (Produce), Gold Star Foods, Team Distributions, Inc., P&R Paper Supply Co., Flavorseal, LLC, and U S Foodservice (Paper and Supplies), Gold Star Foods, A&R Wholesale Distributors, Inc., and U S Foodservice (Snacks delivered to the Warehouse), A&R Wholesale Distributors, Inc. (Snacks delivered to five school sites), and Southern California Pizza Company (Pizza Delivery) for the 2012/2013 school year.

1n. Award RFP: 2011/2012.02, Request for Proposals, Disposal of Surplus Instructional Materials, to Independent Book Buying Services, LLC.

1o. Renew contract for Bid No. FSD-11-12-Pur 1, Installation of Epson Brightlink Interactive Projector Systems with Digital Networks Group Inc., for installations during the 2012/2013 fiscal year.

1p. Approve 2-12-2015 Service Agreement between Fullerton School District and Paradigm Healthcare Services for Medi-Cal and MAA Billing Claims effective July 1, 2012 through June 30, 2015.

1q. Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on August 30 and 31, 2012.

1r. Approve 2012-2015 Memorandum of Understanding (MOU) and Agreement for the Provision of Special Education Services Between the Fullerton School District, Buena Park School District, La Habra City School District and Lowell Joint School District.

1s. Approve 2012/2013 Agreement between the Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for Medi-Cal Administrative Activities (MAA) Program.

1t. Approve Nonpublic Agency Master Contract between Fullerton School District and Cornerstone Therapies for Speech/Language and Occupational Therapy evaluations from June 6, 2012 through June 30, 2012.

1u. Approve Nonpublic Agency Master Contract between Fullerton School District and Speech-Language Pathology Services for Speech/Language evaluations from June 6, 2012 through June 30, 2012.

1v. Approve Independent Contractor Agreement between Fullerton School District and Orange County Speech Services for Speech/Language services effective June 27, 2012 through July 24, 2012.

1w. Approve 2012/2013 Independent Contractor Agreements with Allied Interpreting, Augmentive Communication Therapies, Janice Carter-Lourensz, M.D., Dayle McIntosh Center, Melinda J. Heise, Elaine Ogle, Kimberley Palmiotto (Coastal Educational Services), Perry Passaro, Susanne Treacher, P.T., and Jane R. Vogel.

1x. Approve Second Amendment to Agreement No. FCI-SD-08 Between Children and Families Commission of Orange County and Fullerton School District for the Provision of Services effective July 1, 2012 through June 30, 2014.

1y. Approve Sales Order Form/Agreement between Fullerton School District and Blackboard Connect Inc. for the Blackboard Connect K-12 Service with Engage Service effective July 1, 2012 through June 30, 2015.

Discussion/Action Items

2a. Adopt Resolution #11/12-28 Reserving the Right to Negotiate a Reduction in Salaries and/or Work Year for the 2012/2013 School Year for All Employees.

Mark Douglas, Assistant Superintendent of Personnel Services, shared that this Resolution will allow the District the right to negotiate a reduction in salaries and/or work year for the 2012/2013 school year for all employees. It was then moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #11/12-28 Reserving the Right to Negotiate a Reduction in Salaries and/or Work Year for the 2012/2013 School Year for All Employees.

2b. Adopt Resolution # 11/12-29 calling for Board of Trustees' election to be held on November 6, 2012.

It was moved by Chris Thompson, seconded by Janny Meyer and carried 5-0 to adopt Resolution # 11/12-29 calling for Board of Trustees' election to be held on November 6, 2012.

2c. Approve addition of a Regular Board Meeting to 2012 Board Meeting Calendar.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve addition of a Regular Board Meeting to 2012 Board Meeting Calendar.

Public Hearing

President Sugarman conducted a public hearing at 6:49 p.m. to allow for public comment regarding the proposed use of funding for each of the Tier III Categorical Programs and to identify any programs to be closed as required by Assembly Bill 189. Susan Hume, Assistant Superintendent of Business Services, shared information regarding Tier III Categorical Programs. A general question was addressed regarding funding for general education. The public hearing was closed at 6:53 p.m.

Administrative Reports

3a. California School Employees Association (CSEA), Chapter 130, proposal to negotiate with Fullerton School District for 2012/2013.

This is the second reading of CSEA Chapter 130 proposal to negotiate with the Fullerton School District for 2012/2013.

3b. First Reading of New and Revised Board Policies

New:

Students

BP 5131.2 Anti-Bullying

Revised:

Students

BP 5145.3 Nondiscrimination/Harassment

Mark Douglas shared that this is the first reading of New BP 5132.2, Anti-Bullying and Revised BP 5145.3, Nondiscrimination/Harassment. The Board held discussion regarding both board policies and suggestions were made by the Board. The Board will take final action on these board policies at the June 19, 2012 Board meeting.

Trustee Thompson excused himself from the Board meeting at 7:16 p.m.

Information from PTA, FETA, CSEA, and FESMA

PTA– Georgene Bravo – no report.

FETA – Karla Turner – She reported she had been lobbying in Sacramento on behalf of education. She does not think that California, being the 9th largest economy in the world, should be the 47th in Average Daily Attendance funding compared to other states in the nation. She shared Union membership will be actively moving to support Governor Brown’s initiative which raises no new funding but does address ways to make the current situation no worse. Despite the challenging financial times, many great things happened at the Fullerton School District. She commented on an article printed in the Fullerton Observer that was written by a Ladera Vista Junior High School parent.

CSEA– Carol Kerns – Wished everyone a great summer.

FESMA– Sherry Hoyt– Wished everyone a great summer.

Superintendent's Report

Dr. Hovey reported the *Toast to Learning* Wine Auction was a great success and thanked everyone for their support. He thanked Lauralyn Eschner for her coordination of the Benefit Concert for Instrumental/Music on May 31 at Plummer Auditorium. Dr. Hovey expressed his deep appreciation for a wonderful celebration in honor of his retirement.

Information from the Board of Trustees

Trustee Thornley– She shared that she will be hosting a barbeque at her house as a result of the *Toast to Learning* Wine Auction and is looking forward to the event.

Trustee Meyer- She thanked staff who planned Dr. Hovey’s retirement celebration and shared it was a wonderful tribute in honor of Dr. Hovey. She also congratulated Dr. Hovey for being named the Fullerton Chamber of Commerce “2012 Educator of the Year”. She shared Gigi Kelley hosted a great Family Gate Night at the Museum with Mary Mazza’s (Golden Hill School teacher) presentation on “iHave iPad iCreate”. Trustee Meyer thanked the Educational Services Department for a wonderful retirement celebration in honor of Becky D’Arrigo. She thanked everyone who helped support the *Toast to Learning* Wine Auction. She enjoyed attending the Willie Wonka 6th grade performance at Laguna Road School and the visit to the Parks Junior High School garden. She is looking forward to attending end-of-the-year events.

Trustee Thompson- not present.

Trustee Berryman- She reported that the choir performances “Spartan Sweets” at Ladera Vista were amazing and the student solo performances were to be commended. She represented the Board at the CalGrip meeting where it was reported that gang activity has decreased in the City of Fullerton. (The City of Fullerton received a grant that targeted gang awareness and prevention). Case managers also reported the grant has helped many students who participate in the grant program to increase their grade point average in school. Case managers welcome incentives for students that are in the program. Trustee Berryman encouraged Principals and PTA’s to sponsor programs at schools for girls.

President Sugarman – no report.

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

No requests.

Adjournment

President Sugarman adjourned the Regular meeting on June 5, 2012 at 7:34 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, June 19, 2012
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, the Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda that are within the jurisdiction of the Board. The Board shall take no action or have discussion on any item not appearing on the posted agenda, except as authorized by law. Furthermore, the Board may respond to the public by referring the comment/question to the Superintendent for a response or by asking the Superintendent to report back to the Board concerning the matter.

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. These slips are available at the reception counter.

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

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

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

Public Comments – Policy (see above)

Introduction/Recognitions

- Presentation of Fullerton City Chess Champions (Pete Barron)
- "There is HOPE" student initiative (Orangethorpe School- Mariah, Syrrus, and Sarah)
- Above and Beyond Award Recipients
 - Becky D'Arrigo
 - Zung-Yeon Rony Moon

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Special meetings on May 21, 2012, June 4, 2012, and June 6, 2012
Regular meeting on June 5, 2012

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

1d. Approve/Ratify Classified Personnel Report.

1e. Approve Independent Contractor Agreement between Fullerton School District and Caitlin Orr effective July 1, 2012 through June 30, 2013.

1f. Approve 2012/2013 Nonpublic Agency (NPA) Master Contracts with Advantage on Call, Augmentative Communication Therapies, Autism Spectrum Consultants, Inc., Bilingual Therapies, Coast Speech Pathology and Associates, Cornerstone Therapies, Gallagher Pediatric Therapy, Goodwill Industries of Orange County (ATEC), Newport Language and Speech, On Assignment HealthCare Staffing Inc., Soliant Health, Speech Bananas, Speech-Language Pathology Services, Speech Pathology Associates (SPA), and United Cerebral Palsy of Orange County.

1g. Approve 2012/2013 Nonpublic School (NPS) Master Contracts with Blind Children's Learning Center, Olive Crest Academy/Therapeutic Education Centers (TEC), Oralingua School, Rossier Park Elementary and Rossier Park School, and Speech and Language Development Center.

1h. Approve continued participation for the 2012/2013 school year in the Beginning Teacher Support and Assessment (BTSA) Program under the Teacher Credentialing Block Grant and approve Fullerton School District as the Local Educational Agency (LEA).

1i. Approve Agreement between Fullerton School District and the Assistance League of Fullerton to provide tutoring/mentoring to students at Commonwealth School beginning September 3, 2012 through June 12, 2015.

1j. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2012 and terminating June 30, 2013.

1k. Approve Contract between Fullerton School District and CSM Consulting, Inc., for E-Rate compliance services effective July 1, 2012 through June 30, 2014.

1l. Approve Kate Murray, Golden Hill School teacher, to attend out-of-state "2012 National First Grade Teacher Conference" in Chicago, Illinois, July 21-24, 2012.

1m. Approve Contract between Fullerton School District and Marzano Research Laboratory for professional development services during the 2012/2013 school year.

Public Hearing

Hold public hearing regarding adoption of Resolution #11/12-30 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

Discussion/Action Items

2a. Adopt Resolution #11/12-30 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

2b. Adopt Resolution #11/12-31 to approve the receipt and proposed use of Categorical Flexibility Funds as required by Education Code section 42605.

2c. Approve Developer Fee Revenue Allocation Agreement with the Fullerton Joint Union High School District to collect developer fees on behalf of the Fullerton School District.

2d. Approve New and Revised Board Policies

New:

Students

BP 5131.2 Anti-Bullying

Revised:

Students

BP 5145.3 Nondiscrimination/Harassment

2e. Approve employment contract with Dr. Robert Pletka as Superintendent of Fullerton School District effective July 1, 2012.

Superintendent's Report

Information from the Board of Trustees

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 26, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: June 19, 2012

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

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

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 19, 2012

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Amy Jahn	SDC Moderate/Severe/ Sunset Lane	III/1	121	08/23/12

EXTRA DUTY ASSIGNMENTS

Woodcrest Extended School Year – Special Education

NAME	ACTION	EFFECTIVE DATE
Kathleen Paiz	Contractual hourly rate of \$37.23, for 21 days, budget #123	06/25/12-07/24/12

RESIGNATION(S), LEAVE(S) OF ABSENCE AND RETIREMENTS

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Erik Bagger	Assistant Principal/Parks	Resign	06/30/12
Margaret Caron	Multi-Age K-3/Orangethorpe	Retire	06/18/12
Lori Choate	Leave of Absence	Resign	06/18/12
Lois Farr	Leave of Absence	Resign	06/18/12
Ginette Kelley	Program Coordinator I/ Educational Services	Resign	06/30/12
Don Lawson	P.E./Nicolas	Retire	06/18/12
Scott Thiessen	Resource/Maple	Leave of Absence	2012/2013
Rachel Zaragosa	Health/Nicolas	Leave of Absence	06/1/12-06/18/12

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on June 19, 2012.

Clerk/Secretary

CONSENT ITEM

DATE: June 19, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, 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.

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT*Gifts: June 19, 2012*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Discovery Science Center (Community Partner)	Monetary donation of \$400.00 for field trips
Acacia	Momentum Dance and Performing Arts (Community Partner)	Monetary donation of \$275.99 for the school
District Office	Janny and Chris Meyer (Other: Trustee)	Donation of one IMAC-G5 (Intel) with keyboard and mouse
District Office	Rotary Club of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for instrumental music program
Fisler	Edison International (Community Partner)	Monetary donation of \$150.00 for field trips
Golden Hill	Golden Hill PTA	Monetary donation of \$6,000.00 for P.E.
Laguna Road	L.R. SOS Foundation (Community Partner)	Monetary donation of \$200.00 for 4 th grade
Maple	Maple PTA	Monetary donation of \$285.62 for the school
Maple	Rotary Club of Fullerton (Community Partner)	Monetary donation of \$2,000.00 for math and music programs
Nicolas J.H.	Fullerton Education Foundation (Community Partner)	Monetary donation of \$1,500.00 for the school
Nicolas J.H.	Lifetouch (Community Partner)	Monetary donation of \$196.79 for the school
Parks J.H.	The Boeing Company (Community Partner)	Monetary donation of \$200.00 for the school
Richman	Rotary Club of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for books
Rolling Hills	Anonymous (Parent)	Monetary donation of \$75.00 for Room 4
Rolling Hills	Terrance and Becky Little (Parents)	Monetary donation of \$75.00 for ASB
Rolling Hills	Rolling Hills PTA	Monetary donation of \$600.00 for Outdoor Ed
Rolling Hills	Tanaka Farms (Community Partner)	Monetary donation of \$437.00 for ASB

FULLERTON SCHOOL DISTRICT

Gifts: June 19, 2012

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Rolling Hills	Wells Fargo Foundation (Community Partner)	Monetary donation of \$250.00 for Room K11
Valencia Park	Rotary Club of Fullerton (Community Partner)	Monetary donation of \$4,000.00 for the school

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: **DECLARE LISTED ITEMS AS SURPLUS, NOT SUITABLE FOR SCHOOL PURPOSES, AND AUTHORIZE DISTRICT STAFF TO DISPOSE OF ITEMS AT A PUBLIC AUCTION, OR BY OTHER MEANS, AS ALLOWED IN EDUCATION CODE SECTIONS 17545-17555**

Background: Over a period of time, the various sites accumulate instructional materials, supplies, and equipment which have become obsolete, unserviceable, unrepairable, or otherwise not suitable for school use. Some of these items may be salvaged or sold, thus providing the District with some recovery of residual value.

The Business Services Department is requesting that obsolete items which have been collected from District sites be declared as surplus property and “not suitable for school purposes.” These surplus items were collected from all sites at the direction of site managers. All items have been made available to District employees to claim for school use prior to holding a public auction. The remaining items are designated as “not suitable for school purposes” and offered for sale. For those items that do not sell, the Assistant Superintendent of Business Services requests Board authorization to declare the property is of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means as allowed by Education Code sections 17545-17555.

Rationale: The surplus holding areas are nearing capacity and need to be cleared.

Funding: Not applicable.

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

SH:RM:gs
Attachment

SURPLUS ITEMS AS OF MAY 22, 2012

ITEM	QUANTITY AS OF 05.22.2012
Alpha Smarts	25
AverKey	1
Bench	1
Bookcases-Wood/Metal	19
Boombox	2
Case, Book Display	1
Cabinets-Metal & Wood	7
Calculators	5
Camcorders-Variou	13
Cameras-Variou	1
Carts-A/V	12
Carts-Big Book	2
Carts-Listening Center	4
Cassette/CD Players	20
Chairs, Student	17
Chairs, Other	12
Chairs, Sled	3
Clocks	29
Comdial	1
Computers-Desktop	186
Computers-Laptop	19
Cubby, Storage Unit	1
Desks-Computer	3
Desks-Variou Student	10
Desks-Teacher/Other	7
Dividers, Room	1
Fax Machines	1
Furniture, Wood for K/G	10
Globes	2
Hard Drives	3
Headphones, Variou	34
Headphone, Docks	7
iPod 40GB	2
Keyboards/Mice-Computer	35
Kiln	1
Misc-Cords (Power, Monitor, Etc.	6
Misc Computer Components	10
Monitors-Computer	19
Mount-Wall	10
Oven, Convection	1
Podium	1
Projectors, LCD	1
Projectors, Overhead	23
Projectors, Still Picture	1
Printers	75
Racks-Wooden	1
Rack, Wheeled Hanging	1
Radios, Stereo	1
Recorder, Tape	3
Scanner	3
Screens, Projection	1
Software-Variou	3
Stairs, Training, Bailey	1
Stand, Up Right	1
Stereos/Speakers/Mixers	8
Tables, Variou	11
Toner	6
Tumble, Blue with tray	1
TVs (some with carts)	15
Typewriter	3
Vacuums-Variou	2
VCRs	6
Walker with Wheels	1
Walkie-Talkies	14

CONSENT ITEM

DATE: June 19, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on June 11, 2012.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 06/11/2012
PRESENTED TO THE BOARD OF TRUSTEES: 06/19/2012

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID 1530	Instr. Asst./BB	39 month reemployment list	06/02/12	22	3.50	318	B14/6
Dianna	Mullen	Clerical Asst. II/sub	Add substitute classification	06/06/12	99		999	B19/1
Veronica	Nelson	Instr. Asst./Rec.	Change name from Escobedo	05/25/12	60	19.5/wk	85	B11/3
Veronica	Hernandez	Sr. Secretary	Change name from Rojas	05/15/12	54	8.00	420/514	B24/6
Lorena	Luna	Playground Sup./sub	Change to substitute status	04/16/12	30		100	B11/1
Kenney	Jeffrey	Transporter	Extended year program 7/21-7/26/12	07/21/12	90	8.00	606	B20/6
Laura	Lopez-Gonzalez	CELDT Assess. Asst.	Extra summer work 5 days: 6/20-8/22/12	06/20/12	22	4.00	507	B20/6
Mary Ellen	Rivera	Clerical Asst. II/BB	Extra summer work 6/25-6/29/12	06/25/12	90	24.0/wk	606	B20/2
Mary Ellen	Rivera	Clerical Asst. II/BB	Extra summer work 7/02-8/07/12	07/02/12	90	8.00	606	B20/2
Laura	Lopez-Gonzalez	CELDT Assess. Asst.	Extra summer work 7/2-7/27/12	07/02/12	22	5.00	507	B20/6
Dolores	Cortez	Instr. Asst./BB	Extra summer work 7/2-7/27/12	07/02/12	21	4.50	507	B14/6
Carla	Romero	Instr. Asst./BB	Extra summer work 7/2-7/27/12	07/02/12	22	4.50	507	B14/6
Kang Ju	Choi	Instr. Asst./BBK	Extra summer work 7/2-7/27/12	07/02/12	22	4.50	507	B14/6
Shawn	Lee-Chong	Instr. Asst./BBK	Extra summer work 7/2-7/27/12	07/02/12	27	4.50	507	B14/6
Lynette	Baker Brewer	Dispatcher	Hire probationary status	05/30/12	56	8.00	566/565	B27/1
Thomas	Adornetto	Instr. Asst./Rec.	Hire probationary status	06/01/12	60	19.75/wk	329	B11/1
Joel	Lopez	Instr. Asst./Rec.	Hire probationary status	06/04/12	60	19.75/wk	329	B11/1
Monica	Medina	Trans. Bilin Tech. Asst.	Hire probationary status	05/21/12	54	3.75	420	B24/1
Ron	Ho	Playground Sup./sub	Hire substitute status	05/17/12	30		100	B11/1
Saradha	Krishnan	Playground Sup./sub	Hire substitute status	05/16/12	30		100	B11/1
Samphors	Marcelino	Playground Sup./sub	Hire substitute status	06/06/12	30		100	B11/1
Jiang-Shin	Cheuk	Account Clerk II	Lay-off, hire substitute status	07/01/12	50	3.75	530	B24/2
Richelle	Gutierrez	Food Prod. Coord. Asst.	Promotion from Food Serv. Spec.	05/09/12	90	8.00	606	B26/5
Sasza	Duran	Instr. Asst./SE I	Related class transfer from IA/SE II A	05/07/12	29	3.00	121	B14/4
Karin	Schubert	Instr. Asst./SE I	Related class transfer from IA/SE II A	05/07/12	29	6.00	121	B14/6
Lynette	Baker Brewer	Dispatcher	Resignation	06/07/12	56	8.00	565/566	B27/1
James	Konegi II	Gardener	Resignation	06/04/12	53	8.00	547	B19/6
Elizabeth	Gomez	Instr. Asst./Rec.	Resignation	06/14/12	60	19.75/wk	329	B11/2
Holly	Wert	Instr. Asst./SE II B	Resignation	06/15/12	17	3.00	121	B14/3
Ann	McDonald	Lead Occup. Therapist	Resignation	07/23/12	54	32.0/wk	505	M14/3
David	Encinas	Instr. Asst./Rec.	Resignation on probation	05/17/12	60	19.75/wk	329	B11/1
Joshua	Ouderkerken	Instr. Asst./Rec.	Resignation-hire sub status	05/26/12	60	18.0/wk	329	B11/2
Carla Marie	Tan	Instr. Asst./Rec.	Resignation-hire sub status	06/13/12	60	19.75/wk	329	B11/1
Wilson	Rabor	Instr. Asst./SE I	Resignation-hire sub status	06/04/12	11	6.00	242	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 06/11/2012
PRESENTED TO THE BOARD OF TRUSTEES: 06/19/2012

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Ann	McDonald	Lead Occup. Therapist	Return from FMLA	05/22/12	54	32.0/wk	505	M14/3
Juana	Ahmad	Food Service Asst. I/sub	Separation-no longer available	05/14/12	90		606	B08/1
Roxanne	Anderson	Food Service Asst. I/sub	Separation-no longer available	05/14/12	90		606	B08/1
Jessica	Huber	Food Service Asst. I/sub	Separation-no longer available	05/14/12	90		606	B08/1
Patricia	Kells	Food Service Asst. I/sub	Separation-no longer available	05/14/12	90		606	B08/1
Sumitra	Patel	Food Service Asst. I/sub	Separation-no longer available	05/14/12	90		606	B08/1
Maria	Rojas de Romero	Food Service Asst. I/sub	Separation-no longer available	05/14/12	90		606	B08/1
Prahba	Sorathia	Playground Sup./sub	Separation-no longer available	04/06/12	30	1.20	100	B11/1
Elizabeth	Romero	Instr. Asst./Rec.	Spring Camp 4/9/12-4/12/12	04/09/12	60	6.00	85	B11/4
Jazmin	Serrano	Instr. Asst./Rec.	Spring Camp 4/9/12-4/12/12	04/09/12	60	6.00	85	B11/3
Ryan	Victoria	Instr. Asst./Rec.	Spring Camp 4/9/12-4/12/12	04/09/12	60	6.00	85	B11/5
Jiang-Shin	Cheuk	Account Clerk II	Step raise	06/01/12	50	3.75	530	B24/3
Goergina	Corrales	Bus Driver	Step raise	06/01/12	56	29.2/wk	566/565	B21/4
Judy	Drews	Bus Driver	Step raise	06/01/12	56	26.4/wk	566/565	B21/3
Sandra	Ruiz	Bus Driver	Step raise	06/01/12	56	27.4/wk	566/565	B21/5
Gloria	Barela	Clerical Asst. II/BB	Step raise	06/01/12		3.00	403	B20/3
Sergio	Saucedo	Computer Tech. II	Step raise	06/01/12	59	8.00	409	B32/5
Bernadette	Fowler	Ed. Media Asst.	Step raise	06/01/12	17	10.0/wk	402	B19/3
Mahamuda	Chowdhury	Food Service Asst. I	Step raise	06/01/12	90	1.25	606	B08/2
Oscar	Aranda	Instr. Asst./Rec.	Step raise	06/01/12	60	19.5/wk	85	B11/2
Brandon	Blaikie	Instr. Asst./Rec.	Step raise	06/01/12	60	19.5/wk	85	B11/3
Lori	Grant	Instr. Asst./Rec.	Step raise	06/01/12	60	19.75/wk	329	B11/5
Erika	Moreno	Instr. Asst./Rec.	Step raise	06/01/12	60	19.5/wk	85	B11/3
Francis	Salaria	Instr. Asst./Rec.	Step raise	06/01/12	21	18.0/wk	212	B11/2
Matthew	Wilkinson	Instr. Asst./Rec.	Step raise	06/01/12	22	15.0/wk	212	B11/2
Amanda	Wood	Instr. Asst./Rec.	Step raise	06/01/12	60	10.0/wk	85	B11/3
Melody	Cortes	Instr. Asst./Reg.	Step raise	06/01/12	19	3.50	310	B11/6
Richard	Clodfelter	Instr. Asst./SE I	Step raise	06/01/12	25	3.00	242	B14/2
Linda	Monh	Instr. Asst./SE I	Step raise	06/01/12	12	3.00	125	B14/2
Valerie	Rodriguez	Instr. Asst./SE I	Step raise	06/01/12	22	3.50	126	B14/3
Vanessa	Chang	Instr. Asst./SE II B	Step raise	06/01/12	12	5.00	125	B14/3
Teresa	Chiang	Speech Lang. Path. Asst.	Step raise	06/01/12	12	3.75	242	B21/2
Employee	ID 4804	Playground Sup./sub	Termination	03/31/12	21		100	B11/1
Employee	ID 4977	Clerical Asst. II/BB	Termination on probation	05/28/12	24	3.00	403	B20/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 PRESENTED TO THE PERSONNEL COMMISSION: 06/11/2012
 PRESENTED TO THE BOARD OF TRUSTEES: 06/19/2012

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID 5190	Clerical Asst. II/BB	Termination on probation	05/22/12	28	3.75	403	B20/1
Employee	ID 5214	Instr. Asst./SE I	Termination on probation	06/14/12	29	3.00	121	B14/1
David	Berdeja	Bus Driver	Work furlough day/outside schools	05/29/12	56		566	B21/6
Debbie	Javelosa	Bus Driver	Work furlough day/outside schools	05/29/12	56		566	B21/6
Karen	Kingston	Bus Driver	Work furlough day/outside schools	05/29/12	56		566	B21/6

CONSENT ITEM

DATE: June 19, 2012
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 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CAITLIN ORR EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013

Background: In the 2010/2011 school year, Fullerton School District was one of 33 projects in the U.S. that received a four-year Arts-in-Education Model Development and Dissemination (AEMDD) grant offered by the U.S. Department of Education. The total grant award is over \$1 million with \$282,034.00 allocated to support project planning and implementation now in year three. 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, as well as provides for the dissemination of these findings. Project CREATE! was conceived and designed through a dynamic partnership between Fullerton School District and California State University, Fullerton.

Rationale: The Arts-in-Education Model Development and Dissemination (AEMDD) grant provides for a position to assist in overseeing the Project CREATE! Program. Caitlin Orr held this position during the 2011-2012 school year and brings to it a great deal of ingenuity and expertise. She was valedictorian of her high school class (Fullerton Union High School) and holds a Bachelor's Degree from Mount Holyoke College. She has excellent verbal and written communication skills and demonstrated her leadership and administrative capacities through employment as an English Language Teacher in Japan for over two years. In addition, Ms. Orr has a background in visual arts and has taught children's art lessons.

Funding: The total cost is not to exceed \$49,920.00 and is to be paid from the Arts-in Education Model Development and Dissemination (AEMDD) grant.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Caitlin Orr effective July 1, 2012 through June 30, 2013.

JM:LE:nm
Attachment

2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Caitlin Orr** 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;

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: **Manage various aspects of day-to-day implementation of the Project CREATE! grant, such as: manage the master calendar and strategic planning dashboard for Project CREATE! for Year 3 of implementation (2012-2013). Assist with the planning and coordination of Project CREATE! Teacher In-Service days. Manage day-to-day communications with teachers, principals and partners associated with Project CREATE!. Maintain organized binder/computer files of all CREATE related material, data, reporting, government forms, etc. Assist in the gathering of evidence of the program's effectiveness, including observations, photography/video documentation, and interviews with artists and teachers. Assist with the coordination of field trips for all 2nd – 6th grade students at Raymond and Commonwealth schools, as stipulated in the Project CREATE! grant. Coordinate the collecting, scanning and organization of student data for the digital portfolios described in the grant. Plan and implement various exhibitions of student work associated with Project CREATE!. Oversee the scheduling of the Arts LAB for 2nd – 6th grade classrooms at Raymond and Commonwealth Schools.**

2. Term. Contractor shall commence providing services under this Agreement on **July 1, 2012**, and will diligently perform as required and complete performance by **June 30, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Forty-Nine Thousand, Nine Hundred and Twenty Dollars (\$49,920.00)**. **This is calculated based on the CONSULTANT'S hourly rate of \$26.00 at 40 hours per week.** Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

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 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. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees 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. 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/or 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.

9. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

10. 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 (3) 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; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the

benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

11. 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 person(s), including the District's 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.

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000

(4) General Aggregate (Not Applicable to the Comprehensive Form) \$1,000,000

b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing services.)

c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.

d. Workers' Compensation as required by California State law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

14. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. 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 services covered by this Agreement or accruing out of the performance of such services.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:
Caitlin Orr
Address on File

21. 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.

22. 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.

23. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 20th DAY OF JUNE 2012.

Fullerton School District

Caitlin Orr

By:

By:

Mitch Hovey, Ed.D., Superintendent

Signature

Caitlin Orr
(Typed Name, Title)

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura Rydell, Director, Student Support Services

SUBJECT: APPROVE 2012/2013 NONPUBLIC AGENCY (NPA) MASTER CONTRACTS WITH ADVANTAGE ON CALL, AUGMENTATIVE COMMUNICATION THERAPIES, AUTISM SPECTRUM CONSULTANTS, INC., BILINGUAL THERAPIES, COAST SPEECH PATHOLOGY AND ASSOCIATES, CORNERSTONE THERAPIES, GALLAGHER PEDIATRIC THERAPY, GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC), NEWPORT LANGUAGE AND SPEECH, ON ASSIGNMENT HEALTHCARE STAFFING INC., SOLIANT HEALTH, SPEECH BANANAS, SPEECH-LANGUAGE PATHOLOGY SERVICES, SPEECH PATHOLOGY ASSOCIATES (SPA), AND UNITED CEREBRAL PALSY OF ORANGE COUNTY

Background: These nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Advantage On Call:

Speech Language Pathologist	\$ 85.00/hour
Occupational Therapist	\$ 72.00/hour
Physical Therapist	\$ 72.00/hour
Certified Occupational Therapy Asst.	\$ 62.00/hour
Physical Therapy Assistant	\$ 62.00/hour
Registered Nurse	\$ 49.00/hour
Licensed Vocational Nurse	\$ 37.00/hour

Augmentative Communication Therapies:

Assistive Technology Evaluation	\$ 850.00/per eval
Assistive Technology Services	\$ 145.00/hour

Autism Spectrum Consultants, Inc.:

Clinical Supervision	\$ 110.00/hour
Workshop Supervision	\$ 135.00/hour
Therapist/School Shadowing/Home Therapy	\$ 56.50/hour
IEP Meeting Attendance	\$ 110.00/hour

Bilingual Therapies:

Speech Language Pathologist	\$ 70.00-\$95.00/hour
Speech Language Pathology Assist	\$ 50.00-\$67.00/hour
Physical Therapist	\$ 70.00-\$85.00/hour
Occupational Therapist	\$ 65.00-\$85.00/hour
Occupational Therapist Assistant	\$ 49.00-\$65.00/hour

Coast Speech Pathology and Associates:	
Speech & Language Assessment	\$ 145.00/hour
Speech & Language Therapist	\$ 125.00/hour
Mileage	\$.555/mile
Cornerstone Therapies:	
Evaluations (in NPA office)	\$ 225.00/2 hours
Speech and Language Consult (off site)	\$ 100.00/hour
Occupational Therapy Consult (off site)	\$ 100.00/hour
Mileage	\$.555/mile
Gallagher Pediatric Therapy:	
Occupational/Physical Therapy	\$ 200.00/per eval
Occupational/Physical Therapy – Individual	\$ 83.00/hour
Occupational/Physical Therapy – Consultation	\$ 83.00/hour
Occupational Group (2-3 kids)	\$ 160.00/hour
Occupational Group (4-5 kids)	\$ 300.00/hour
Occupational Group (6-8 kids)	\$ 450.00/hour
Occupational Group (9-13 kids)	\$ 550.00/hour
Occupational Group (14+ kids)	\$ 650.00/hour
Sensory Integration and Praxis Test (SIPT)	\$ 450.00/per eval
Goodwill Industries of Orange County (ATEC):	
Assessments (9 hr. minimum)	\$ 95.00/hour
Training	\$ 95.00/hour
Travel	\$ 25.00/hour
Mileage	\$.555/mile
Newport Language and Speech:	
Speech Therapy	\$ 72.00/hour
Speech Therapy Assistant	\$ 62.00/hour
On Assignment HealthCare Staffing Inc.:	
Registered Nurse	\$ 58.00/hour
Licensed Vocational Nurse	\$ 38.00/hour
Speech Language Pathologist	\$ 88.00/hour
Additional Classroom Aide - Individual (must be authorized on IEP)	\$ 32.00/hour
Occupational Therapist	\$ 88.00/hour
Physical Therapist	\$ 88.00/hour
Soliant Health:	
Physical Therapist	\$ 79.00/hour
Occupational Therapist	\$ 77.00/hour
Occupational Therapist Assistant	\$ 60.00/hour
Bilingual Speech Language Pathologist	\$ 77.00/hour
Speech Language Pathologist	\$ 75.00/hour
Speech Language Pathologist Assistant	\$ 55.00/hour
Licensed Practical Nurse (LPN)	\$ 55.00/hour
Registered Nurse	\$ 62.00/hour

Speech Bananas:	
DHH Language Evaluation	\$ 450.00/hour
Auditory Verbal Training	\$ 150.00/hour
IEP Attendance	\$ 150.00/hour
Progress Reports, Current Levels, Goals for IEP	\$ 75.00/hour
Speech-Language Pathology Services:	
Speech & Language Evaluation Initial/Progress/Final	\$ 250.00/hour
Speech & Language Therapy/ Aural Habilitation	\$ 120.00/hour
Observation of Student (on site)	\$ 120.00/hour
Speech Pathology Associates (SPA):	
Speech Therapy Group	\$ 75.00/hour
Social Skills Group	\$ 75.00/hour
Speech Therapy Individual	\$ 120.00/hour
Auditory Processing Evaluation	\$ 400.00-\$1,000.00/flat rate
Speech Evaluation	\$ 400.00/flat rate
Speech & Language Evaluation	\$ 800.00/flat rate
United Cerebral Palsy of Orange County:	
In-home Infant Stimulation	\$ 120.00/hour
Occupational & Physical Therapy	\$ 135.00/hour

A copy of each contract is available in the Superintendent's Office for review.

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain specialized services.

Funding: Total cost of these contracts are to be in the amount of the individualized service agreements to be paid from budget 0115554101-5866.

Recommendation: Approve 2012/2013 Nonpublic Agency (NPA) Master Contracts with Advantage on Call, Augmentative Communication Therapies, Autism Spectrum Consultants, Inc., Bilingual Therapies, Coast Speech Pathology and Associates, Cornerstone Therapies, Gallagher Pediatric Therapy, Goodwill Industries of Orange County (ATEC), Newport Language and Speech, On Assignment HealthCare Staffing Inc., Soliant Health, Speech Bananas, Speech-Language Pathology Services, Speech Pathology Associates (SPA), and United Cerebral Palsy of Orange County.

JM:LR:vh

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura Rydell, Director, Student Support Services

SUBJECT: **APPROVE 2012/2013 NONPUBLIC SCHOOL (NPS) MASTER CONTRACTS WITH BLIND CHILDREN'S LEARNING CENTER, OLIVE CREST ACADEMY/THERAPEUTIC EDUCATION CENTERS (TEC), ORALINGUA SCHOOL, ROSSIER PARK ELEMENTARY AND ROSSIER PARK SCHOOL, AND SPEECH AND LANGUAGE DEVELOPMENT CENTER**

Background: These nonpublic schools serve those students who are unable to receive a Free and Appropriate Public Education (FAPE) within programs offered in the District, due to the severity of the disability or the fact that the student is a danger to self and others.

The rates for these nonpublic schools are as follows:

Blind Children's Learning Center:

Basic Education Program	\$ 139.00/day
Designated Instructional Services	\$ 90.00/hour
1:1 Paraeducator	\$ 90.00/hour

Olive Crest Academy/Therapeutic Education Centers (TEC):

Basic Education Program	\$ 163.00/day
Transportation	\$ 50.00/day
Language/Speech Therapy	\$ 50.00/hour
1:1 Paraeducator	\$ 90.00/hour

Oralingua School:

Basic Education Program	\$ 126.30/day
Speech & Language Services	\$ 110.00/hour
Occupational Therapy	\$ 90.00/hour
Aural Habilitation	\$ 110.00/hour

Rossier Park Elementary & Rossier Park School:

Basic Education Program	\$ 154.00/day
Speech & Language	\$ 75.00/hour
Adapted Physical Education	\$ 64.00/hour
One-on-one Aide	\$ 15.00/hour
Transportation	
Round Trip (under 20 miles)	\$ 35.50/day
Round Trip (20-29 miles)	\$ 40.50/day
Round Trip (30-39 miles)	\$ 45.50/day
Round Trip (40 miles or over)	\$ 55.50/day

Speech and Language Development Center:	
Basic Education Program	\$ 135.50/day
Speech & Language Therapy	\$ 81.50/hour
Adapted Physical Education	\$ 81.50/hour
Occupational/Physical Therapy	\$ 81.50/hour
Counseling	\$ 81.50/hour
Auditory Training	\$ 75.00/hour
Social Skills	\$ 81.50/hour
One-on-one Aide	\$ 14.00/hour
Transportation	
Buena Park & Bordering Cities	\$ 34.00/day
Outside above area	\$ 40.50/day

A copy of each contract is available in the Superintendent's Office for review.

Rationale: The nonpublic schools referenced above are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of these contracts are to be in the amount of the individualized service agreements to be paid from budget 0115554101-5865.

Recommendation: Approve 2012/2013 Nonpublic School (NPS) Master Contracts with Blind Children's Learning Center, Olive Crest Academy/Therapeutic Education Centers (TEC), Oralingua School, Rossier Park Elementary and Rossier Park School, and Speech and Language Development Center.

JM:LR:vh

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gigi Kelley, Program Specialist, Educational Services

SUBJECT: **APPROVE CONTINUED PARTICIPATION FOR THE 2012/2013 SCHOOL YEAR IN THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM UNDER THE TEACHER CREDENTIALING BLOCK GRANT AND APPROVE FULLERTON SCHOOL DISTRICT AS THE LOCAL EDUCATIONAL AGENCY (LEA)**

Background: The North Orange County BTSA Induction Program continues to operate as an approved program by the California Commission on Teacher Credentialing and the California Department of Education. The North Orange County BTSA Program includes: Buena Park School District, La Habra City School District, Fullerton School District, and California State University, Fullerton. The Legislature strongly encourages collaboration between local educational agencies and universities for the design and delivery of BTSA Programs (Senate Bill 1422, Senate Bill 2042, Senate Bill 1209, and Assembly Bill 825).

The goal of the BTSA Program is to provide first and second year beginning teachers with quality training, support and assessment to facilitate the growth of instructional skills. The three major areas of focus are to provide training for new teachers, provide training for support providers and to support formative assessment of new teacher performance. The BTSA Program continues to coordinate the Induction and final credentialing of all teachers with preliminary credentials under the SB 2042 credentialing law. Fullerton School District continues to be responsible for recommending candidates for clear credentials to the State.

The approved North Orange County BTSA Induction Plan provides for collaboration between Buena Park School District, La Habra City School District, Fullerton School District, and California State University, Fullerton. The Fullerton School District is serving as the Local Educational Agency (LEA) to receive all BTSA funds. Fullerton School District receives the allotted funding from the State and distributes Subcontract Agreement funds to Buena Park School District, La Habra City School District, and California State University, Fullerton.

Rationale: Continuation of the BTSA Program benefits District teachers through the credentialing process and District students by providing them with well trained, supported teachers. The State grant approval timeline provides LEA notification on a school year cycle from July to June of each year.

Funding: Funds will be applied to General Fund (01) income, BTSA budget (355). In-kind contribution requirements have been suspended for the 2012/2013 program year.

Recommendation: Approve continued participation for the 2012/2013 school year in the Beginning Teacher Support and Assessment (BTSA) Program under the Teacher Credentialing Block Grant and approve Fullerton School District as the Local Educational Agency (LEA).

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE ASSISTANCE LEAGUE OF FULLERTON TO PROVIDE TUTORING/MENTORING TO STUDENTS AT COMMONWEALTH SCHOOL BEGINNING SEPTEMBER 3, 2012 THROUGH JUNE 12, 2015**

Background: Assisting Children and Teachers (ACT I) is a philanthropic program designed to provide tutoring/mentoring to elementary school age children. During the last school year, students who were mentored under this program have increased their efforts and are moving towards academic proficiency.

Rationale: Assistance League will provide tutoring/mentoring to students at Commonwealth School in one-hour shifts on Tuesdays, Wednesdays, or Thursdays during the school year under teacher supervision.

Funding: There is no cost to the District.

Recommendation: Approve Agreement between Fullerton School District and the Assistance League of Fullerton to provide tutoring/mentoring to students at Commonwealth School beginning September 3, 2012 through June 12, 2015.

JM:nm
Attachment



233 west amerige avenue
fullerton, california 92832

Phone: 714-526-5124
Fax: 714-526-7194

Caring and Commitment in Action

**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON
AND
FULLERTON SCHOOL DISTRICT**

1. This agreement is entered into by Assistance League of Fullerton, hereafter referred to as Assistance League, located at 233 W. Amerige Ave., Fullerton CA 92832, and Fullerton School District, hereafter referred to as school/district, located at 1401 Valencia Dr., Fullerton CA 92833.
2. ACT I (Assisting Children and Teachers) is a philanthropic program designed to provide tutoring/mentoring to elementary school age children.
3. Obligations of the chapter
 - A. Assistance League shall furnish tutoring/mentoring to students of Commonwealth School in the Fullerton School District. Services will be provided to selected students as needed.
 - B. Assistance League members shall tutor/mentor students in shifts of a minimum of one hour per week, at variable times within the hours of 8:30 – 11:30 A.M., during the school year.
 - C. Each shift shall involve tutoring/mentoring one or more students as determined by the teachers. Volunteers shall not be left alone or unsupervised with students.
 - D. No financial contributions by Assistance League shall be provided to this program.
 - E. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold Fullerton School District harmless against all claims and damages that are the fault of Assistance League.
 - F. Assistance League shall evaluate the program every two years, with input from the school/district.
4. Obligations of the school/district
 - A. The school/district shall maintain liability insurance coverage for this program. The school/district shall defend, indemnify and hold Assistance League harmless against all claims and damages that are the fault of the school/district.
 - B. The school/district shall have the principal appoint a contact person to interface with Assistance League.
 - C. The school/district shall provide teachers, classrooms and necessary supplies for the program.

Serving the Communities of:
Brea, Buena Park, Fullerton, La Habra, Placentia & Yorba Linda

- 5. Public relations
 - A. Assistance League shall have sole identification with ACT I.
 - B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other written material relative to the program, all of which shall mention Assistance League and Fullerton School District.
 - C. Photos and names of recipients shall not be used without written permission of those directly involved.

6. Renewal and termination

This agreement is for September 2012 through June 2015

OR

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving thirty (30) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

7. Signatures and dates

Assistance League of Fullerton

Date: 2/21/12 _____ Marilyn Buche
 President

Date: 3/13/12 _____ Judy Myers
 (Recording) Secretary

Date: 3-13-12 _____ Deanna Hill
 V.P. Philanthropic Programs

Fullerton School District

Date: _____
 Superintendent

Date: _____
 Principal

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE SCIENCE KIT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SCIENCE WORKS CONSORTIUM COMMENCING JULY 1, 2012 AND TERMINATING JUNE 30, 2013**

Background: Fullerton School District joined Science Works Consortium (a collaboration of the Huntington Beach City School District, Fountain Valley School District and the Westminster School District) to enhance and strengthen science instruction. The Consortium provides opportunities for the District to collaborate with these three districts to access professional development, science resources and curriculum. In addition, the Consortium refurbishes the hands-on science materials kits for the implementation of science lessons that reinforce grade level State standards.

Rationale: Fullerton School District joined the Science Works Consortium in an effort to be more cost effective in providing science kit refurbishment for science kits delivered to all K-6 classrooms. All K-2 classes receive the science kits two times per year. All 3-6 classes receive the kits three times per year. This science materials support center has the advantage of quantity purchasing discounts. The use of a system-wide science materials center is one of the components of the District's strategic science plan, which is vital to sustain our inquiry-based science program.

Funding: Cost not to exceed \$150.00 per kit. Fullerton School District anticipates refurbishment of 1,160 kits during the year. The total will not exceed \$99,750.00 and will be paid from Beckman Science Grant Funds and science donations.

Recommendation: Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2012 and terminating June 30, 2013.

JM:BD:ts
Attachment

SCIENCE KIT AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2012, between Huntington Beach City School District, Fountain Valley School District, Westminster School District, hereinafter referred to as "ScienceWorks Consortium," and FULLERTON SCHOOL DISTRICT hereinafter referred to as "District."

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

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

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

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

PART I. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE CONSORTIUM

A. For Curriculum

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

B. For Professional Development

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

C. For Leadership and Administration

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

PART III. JOINT RESPONSIBILITIES AND PRIVILIGES

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

ScienceWorks
Huntington Beach City School District
20451 Cramer Lane
Huntington Beach, CA 92646
Attention: Jennifer Shepard, Assistant Superintendent, Educational Services

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

ScienceWorks
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attention: Anne Silavs, Assistant Superintendent, Curriculum and Instruction

ScienceWorks
Huntington Beach City School District
20451 Cramer Lane
Huntington Beach, CA 92646
Attention: Tricia Brisby, Manager ScienceWorks Materials Resource Center

Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92633
Attention: Janet Morey, Assistant Superintendent, Educational Services

- B. Consortium shall be compensated by District at the rates specified in Attachment A for refurbishment of the science kits. Refurbishment of the kits is defined as completing an inventory, cleaning the kit, and restocking all consumable items. Replacement of nonconsumable items will be completed and District will be invoiced. These rates are subject to adjustment each fiscal year commencing July 1, 2012 upon at least sixty (60) days written notice on or before each May 1 and may be reduced if joint funding/grant/donations are secured to reduce cost of refurbishment materials and material center overhead expenses.

Services provided by Consortium shall include:

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

PART IV. PERIOD OF AGREEMENT

- A. The term of this Agreement shall be for one (1) year, commencing July 1, 2012 and ending June 30, 2013, unless sooner terminated as provided for in paragraph B below. This Agreement may be renewable at the option of the parties at the end of the one-year term of the Agreement.
- B. This Agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party.
 8. The Science Kits will at all times be the property of the District. Promptly upon termination of this AGREEMENT, the District will retrieve all District Science Kits and the Consortium will submit an invoice to the District for the services not previously paid as compensation prior to the date of termination.

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

For Fullerton School District

For ScienceWorks Consortium

By: Mitch Hovey, Ed.D
Name

By: Gregg Haulk
Name

Superintendent, Fullerton School District
Title

Superintendent, Huntington Beach City School District
Title

Signature

Signature

Date

Date

By: Marc Ecker, Ph.D.
Name

Superintendent, Fountain Valley School District
Title

Signature

Date

By: Richard Tauer
Name

Superintendent, Westminster School District
Title

Signature

Date

See attached Indemnification and Insurance Attachment B

ATTACHMENT A

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

Projected Cost for Fullerton School District 2012 - 2013

	National Kits	FDS Kits	Sub-Total
Number of Kits	170	990	1,160
Kit Refurbishment Cost	\$25,500	\$74,250	\$99,750
	Total		\$99,750

*Projection is based on number of kits refurbished for Fullerton School District during 2011-2012.

ATTACHMENT B

INDEMNIFICATION AND INSURANCE

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

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

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

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

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

CONSENT ITEM

DATE: June 19, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Robert Craven, Director, Technology and Media Services

SUBJECT: **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND CSM CONSULTING, INC., FOR E-RATE COMPLIANCE SERVICES EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2014**

Background: The District receives approximately \$100,000.00 per year under the Federal Communications Commission (FCC) E-Rate program. For the 2011-2012 school year CSM Consulting, Inc., was contracted to provide the E-Rate services to the District, working in conjunction with Technology Media Services. Services to be provided include:

- Advise and coordinate the preparation and filing of all forms
- Respond to all requests from the Universal Service Administrative Company (USAC)
- Invoice reconciliation for previous funding year disbursements
- Act as District's main point of contact with schools and library division of the FCC
- Advise District on E-Rate compliance, including updates on rules or regulatory changes

Rationale: Utilizing a professional E-Rate consultant will ensure that the District is claiming the maximum amount possible for reimbursement and kept current on applicable rule changes. The E-Rate reimbursement process has become extremely complex. In addition, the consultant is experienced at the coordination of State-required Technology Plans, District infrastructure planning, analyzing funding alternatives, and E-Rate planning and applications for funding. Finally, using a consultant frees up valuable staff time to work on high priority District technology projects that are necessary for student achievement.

Funding: Cost is not to exceed \$23,500.00 and is to be paid from General Fund (01).

Recommendation: Approve Contract between Fullerton School District and CSM Consulting, Inc., for E-Rate compliance services effective July 1, 2012 through June 30, 2014.

JM:RC:sg
Attachment



CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered into this _____ day of _____, 2012 by and between **Fullerton School District**, a school district under the laws of the State of California ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

RECITALS

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

I. CONSULTANT'S RESPONSIBILITIES

1. Shall provide to District completed forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2013-2014 also known as Funding Year Sixteen (16) and 2014-2015 also known as Year Seventeen (17). Services provided under this agreement to include the following:
 - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
 - Advise and coordinate the preparation and filing of:
 - Item 21 Attachments
 - Form 472 (Billed Entity Applicant Reimbursement Form) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
 - Implementation Deadline Extension Request (ImDER)
 - Invoice Deadline Extension Request (IDER)
 - Service Provider Identification Number (SPIN) Change Requests
 - Service Substitution Requests
 - Service Certifications (standard)
 - Response to the following requests from USAC:
 - Program Integrity Assurance (PIA)
 - Selective Review Information Request (SRIR) related to a contracted filing year (current)
 - Payment Quality Assurance (PQA)
 - Invoice Reconciliation for previous funding year disbursements

2. Up to two onsite meetings with District per funding year to assess technology and telecommunications needs as they relate to the upcoming application period.
3. Act as District's main point of contact with the SLD.
4. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

II. DISTRICT RESPONSIBILITIES

1. Provide all required information and data for filing all forms with the SLD for Year 16 and Year 17 in a timely manner.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

III. MISCELLANEOUS

1. **Term.** Until all issues with Year 16 and Year 17 E-rate are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Other Services.**
 - A. At the written request of the District, the Consultant will provide additional Professional Services based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant	\$150 per hour
Lead Consultant	\$120 per hour
Specialist II	\$90 per hour
Specialist I	\$60 per hour

Such service costs are not included in the cost of services amount in the contract for E-Rate Compliance Services in Appendix A of this agreement. These Professional Services may include but are not limited to the following:

- o Coordination of response to Special Compliance Reviews
- o Development of RFP's, RFI's and RFQ's
- o Assistance with procurement process
- o Preparation of USAC and/or FCC appeals
- o Technology Plan and Technology Plan Addenda preparation

- o Technology needs assessment review subject to guidelines provided by the District
- o On-site audit support
- o On-site meetings exceeding the quantity specified under "Consultant's Responsibilities" (including attendance at Board meeting or other special meetings)
- o Preparation of documentation/reports/presentations for Board meetings or other special meetings
- o Travel expenses for any non-inclusive on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)

B. The District will have Consultant assess the District Technology Plan's alignment with upcoming E-Rate applications. The Consultant will evaluate the Technology Plan Budget to ensure conformity to State and E-Rate requirements and make recommendations for adjustments to the plan in light of findings, and provide the District with alternate language as appropriate for filing a revision with CTAP (or approving agency as applicable). *(Please note this is for updates to current plans only.)* The service will be provided at a fixed cost of **\$1,500 per year**. The cost of this service is not included in the cost of services amount for Services relating to E-Rate in Appendix A of this agreement.

Please check the appropriate box for designation of service **Yes** **No**

C. Assess and process for District issues with prior E-Rate applications not previously contracted by with Consultant. Consultant to be paid 10% of recovered funding or an amount not to exceed the current annual contract value per prior funding year involved.

Please check the appropriate box for designation of service **Yes** **No**

5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
8. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following

addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762-0018

9. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
12. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed at _____, on the day and year set forth above.

Gary T. Cichella, **President**
Gary T. Cichella

_____, Title _____
_____, Print Name

Fullerton School District

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for **Fullerton School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to \$10,000 plus 10% of the total 471 Applications filed (total billings not to exceed \$23,500) per year. Invoices for services will be provided monthly beginning at final execution and continue through June 30, 2014.

May 24, 2012


_____, **President**
Gary T. Cichella

CSM Consulting, Inc.
3130-C Inland Empire Blvd.
Ontario, CA 91764

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 20th day of June, 2012 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564* a California Corporation ("Consultant") and **Fullerton School District**, a school district under the laws of the State of California ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014 and 2015 are resolved or June 30, 2017. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Fullerton School District

Name: _____

Print Name: _____

Title: _____

CONSENT ITEM

DATE: June 19, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Robert Johnson, Principal, Golden Hill Elementary School
SUBJECT: APPROVE KATE MURRAY, GOLDEN HILL SCHOOL TEACHER, TO ATTEND OUT-OF-STATE “2012 NATIONAL FIRST GRADE TEACHER CONFERENCE” IN CHICAGO, ILLINOIS, JULY 21-24, 2012

Background: The 2012 National First Grade Teacher Conference is specifically designed for first grade teachers and provides hands-on workshops to allow teachers to explore innovative, research-based instructional strategies that infuse 21st Century skills into instruction.

Rationale: The focus on building extraordinary first grade classrooms that prepare our children for the rigorous and evolving demands of the 21st Century at this year’s National First Grade Teacher Conference complements Golden Hill’s focus on developing 21st Century learners. By attending the interactive and engaging sessions, Mrs. Murray will acquire valuable skills and instructional techniques and will be able to share this knowledge with her grade level team.

Funding: Cost is not to exceed \$399.00 for registration fee only and is to be paid from LEA Program Instruction (219) funds. There will be no substitute requirements.

Recommendation: Approve Kate Murray, Golden Hill School teacher, to attend out-of-state “2012 National First Grade Teacher Conference” in Chicago, Illinois, July 21-24, 2012.

JM:RJ:md

CONSENT ITEM

DATE: June 19, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: **APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND MARZANO RESEARCH LABORATORY FOR PROFESSIONAL DEVELOPMENT SERVICES DURING THE 2012/2013 SCHOOL YEAR**

Background: The Fullerton School District has been assessing its teacher and management evaluation system for the past year and a half. The Marzano Research Laboratory module was found to be the best fit to incorporate with the District's existing system. An associate from Marzano Research Laboratory will provide professional development training during the 2012/2013 school year. The workshops are scheduled for October 2, 2012, November 29, 2012, February 26, 2013, and May 30, 2013.

Rationale: A total of four training sessions will be scheduled to enable teachers and administrators to plan instruction and evaluate instruction in a common language based on research from Marzano's book *The Art and Science of Teaching*.

Funding: The cost is \$5,800.00 per day not to exceed \$23,200.00 and is to be paid from Title II (217) funds.

Recommendation: Approve Contract between Fullerton School District and Marzano Research Laboratory for professional development services during the 2012/2013 school year.

JM:nm
Attachment



HOST CONTRACT

Effective July 1, 2012, Fullerton School District (“Host”) and Marzano Research Laboratory LLC (“MRL”) agree that MRL will provide an Associate to disseminate information to Host in exchange for \$23,200.00 (USD). The parties agree as follows:

- 1. Services:** MRL agrees to provide a speaker, Phil Warrick (“Associate”), to disseminate information for Host on the topic of *The Art & Science of Teaching* on 10/02/2012, 11/29/2012, 02/26/2013, and 05/30/2013.
- 2. Compensation:** Host will pay MRL a total contract amount of \$23,200.00 (USD), which will be invoiced upon completion of the services. Please note that the 20% deposit has been waived. Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host agrees to reimburse any expenses incurred by MRL that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
- 3. Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 4. Intellectual Property:** Host acknowledges that MRL or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. MRL or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of MRL. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
*Host will retain rights to all materials developed prior to any sessions.
- 5. Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
- 6. Recording of Presentation:** All audio and video recording is prohibited without written consent from MRL and the Associate. Requests for permission to record the presentation should be directed to MRL and not the Associate. If the request is approved, MRL will obtain consent from the Associate.
- 7. Confidentiality:** MRL will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. MRL will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host’s request.
- 8. Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse MRL for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. MRL may terminate this Contract if MRL has not received a purchase order within 30 days of the effective date of this Contract.
- 9. Force Majeure:** If events beyond the parties’ control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties’ control which makes it impossible for to perform under this Contract, then MRL agrees to offer services at a later date, provided such can be rescheduled with Host. MRL shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent MRL from performing under this Contract.

- 10. Indemnity:** MRL shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from MRL’s negligent acts or omissions during the course of performance under this Contract, except those resulting from Host’s negligence.
- 11. Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research Laboratory LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Fullerton School District, 1401 West Valencia Drive, Fullerton, CA 92833, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. Nature of Contract:** Host is engaging MRL’s services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and MRL may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and MRL:

 Mitch Hovey, Ed.D.
 Fullerton School District

 Date

 Shannon R. Ritz
 Director of Professional Development
 Marzano Research Laboratory LLC

 Date

CONTACT INFORMATION

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Shipping Information *(required for resource delivery)*

Shipping Contact: _____

Shipping Address: _____

City, State, Zip: _____

Phone: _____

Delivery Date: _____

Delivery Times: _____

- Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?

DISCUSSION/ACTION ITEM

DATE: June 19, 2012

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION #11/12-30 AUTHORIZING THE IMPOSITION AND COLLECTION OF INCREASED DEVELOPER FEES ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION**

Background: In January 2012, the State Allocation Board (SAB) approved an increase in the amount that a school district can charge for mitigating the impact of new residential development on the school district's facilities. The increase allows a fee of \$3.20 per square foot of assessable space on residential property (developer fees). Since the Fullerton School District is not a K-12 district, this amount is shared with the Fullerton Joint Union High School District, and the District's share will be \$2.13 per square foot. The increase also allows a fee of \$0.51 per square foot of commercial/industrial construction of which the District's share will be \$0.34 per square foot.

The need for the above-stated fee increase is supported by a study entitled *Fullerton School District School Fee Justification Study*. The study has been available for public review for the required period of time, and notice of the public hearing, which must be held prior to the adoption of Resolution #11/12-30 was published twice, as required by law.

After the public hearing, staff recommends the Board adopt Resolution #11/12-30. The new fees would become effective in sixty (60) days.

Rationale: Developer fees are collected based upon the rates approved by the SAB and need to be revised when the SAB makes a change, if justified with a mitigation agreement.

Funding: Capital Facilities Fund (25) Income.

Recommendation: Adopt Resolution #11/12-30 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

SH:RG:gs
Attachment

RESOLUTION NO. 11/12-30

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT APPROVING AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Board of Trustees ("Board") of the Fullerton School District ("District") provides for the educational needs for Grade K-8 students; and

WHEREAS, on January 25, 2012, the State Allocation Board ("SAB") authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Three and 20/100 Dollars (\$3.20) per square foot for assessable space of new residential construction ("Residential Statutory School Fees") and Fifty-One Cents (\$0.51) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction ("Commercial/Industrial Fees" and collectively "Statutory School Fees"), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, the District pursuant to Education Code Section 17623(a) entered into a fee sharing agreement ("Fee Sharing Agreement") with the Fullerton Joint Union High School District ("FJUHSD"), which provides for the educational needs of students in the same jurisdictional boundaries as the District. The Fee Sharing Agreement specifies the allocation of Statutory School Fees that may be charged and collected by the District, and said agreement allows the District to charge and collect an amount approximately two-thirds (66.66%) to the District and approximately one-third (33.33%) to FJUHSD; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District's schools and the District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered a report entitled, School Fee Justification Study ("Study"), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to

which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on June 19, 2012; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will

include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund (“Fund”) of the District and two or more sub-funds (“Sub-Funds”) have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments (“Mitigation Payments”) imposed on construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. That the Board finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board is hereby justified in levying the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the

following amounts, which shall be adjusted pursuant to the Fee Sharing Agreement:

a. Two and 13/100 Dollars (\$2.13) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.

b. Thirty-four Cents (\$0.34) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board is hereby justified in levying the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the amount of Thirty-four Cents (\$0.34) per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction,, except for properties that are classified as rental self-storage properties, the maximum applicable Statutory School Fees that may be levied on such development projects on a per square foot of chargeable covered and enclosed space is Two Cents (\$0.03).

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the City of Fullerton (the "City") and the Office of Statewide Health Planning and

Development (“OSHPD”) along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the City and the OSHPD that new residential and commercial/industrial construction is subject to the Statutory School Fees changed pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance (“Certificate of Compliance”) from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code Section 17621(e)(2).

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the City or OSHPD shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the change in the District’s Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District on the 19th day of June, 2012.

Signed: _____
Hilda Sugarman, President to the Board of Trustees
Fullerton School District

Signed: _____
Janny Meyer, Clerk to the Board of Trustees
Fullerton School District

DISCUSSION/ACTION ITEM

DATE: June 19, 2012

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: **ADOPT RESOLUTION #11/12-31 TO APPROVE THE RECEIPT AND PROPOSED USE OF CATEGORICAL FLEXIBILITY FUNDS AS REQUIRED BY EDUCATION CODE SECTION 42605**

Background: The enacted California State Budget authorizes school districts to use funding received from the State for Tier III programs for any educational purpose to the extent permitted by federal law. The flexible use of funds from these programs is authorized through 2014/2015 per Education Code section 42605. The Board is being asked to approve the receipt of these funds and the proposed use as indicated on the attached list which includes the estimated amount of the Categorical Flexibility Funds.

Rationale: In response to the fiscal crisis in California, the California State Legislature has provided school districts with flexibility in the use of State funding that had been highly regulated and restricted to specific purposes, programs, and uses. This flexibility is intended to offset other reductions in District income from the State. In order to utilize this important funding option, the District is required to hold a public hearing on the receipt and proposed use of Tier III categorical funds. A public hearing was held on June 5, 2012, to meet the requirements of Assembly Bill 189.

Funding: General Fund (01).

Recommendation: Adopt Resolution #11/12-31 to approve the receipt and proposed use of Categorical Flexibility Funds as required by Education Code section 42605.

SH:SM:cr
Attachment

**FULLERTON SCHOOL DISTRICT
RESOLUTION #11/12-31
PUBLIC HEARING-TIER III CATEGORICAL FUNDING AS REQUIRED BY EDUCATION CODE SECTION 42605
ESTIMATED FY 2012/2013**

Program*	SACS (old) Resource Code	Cost Center	2012/2013 Estimated Amount	Proposed Use
Gifted and Talented Education (GATE)	7140	115	\$89,192.00	Support of GATE Program and General Education Purpose
Supplemental Hourly Programs	0	117	\$545,457.00	Interventions and General Education Purpose
School Library Improvement Block Grant	7395	304	\$1,053,193.00	General Education Purpose
California Peer Assistance Review Program for Teachers	7271	306	\$48,548.00	Support of PAR Program and General Education Purpose
Arts & Music Block Grant	6760	316	\$183,077.00	Support of Music and Arts Program and General Education Purpose
Supplemental School Counseling, Grades 7-12	7080	326	\$186,133.00	General Education Purpose
Professional Development Block Grant	7393	327	\$592,394.00	General Education Purpose
Targeted Instructional Improvement Block Grant	7394	328	\$899,088.00	General Education Purpose
Physical Education Teacher Incentive Grant	6258	341	\$176,108.00	Support of PLC's and General Education Purpose
Community Based English Tutoring (CBET)	6285	343	\$120,784.00	Support of CBET Program and General Education Purpose
School Safety and Violence Prevention	6405	352	\$55,243.00	General Education Purpose
Teacher Credentialing Block Grant	7392	355	\$205,470.00	Support of BTSA Program and General Education Purpose
Staff Development Math & Reading	7294/6	356	\$117,242.00	General Education Purpose
Pupil Retention Block Grant	7390	362	\$4,348.00	General Education Purpose
Instructional Materials Realignment, IMFRP	7156	380	\$751,019.00	Instructional Materials and General Education Purpose
Oral Health Assessment	0	509	\$9,873.00	General Education Purpose
National Board Certification Teacher Incentive	6267	518	\$3,355.00	Support of NBCI Program and General Education Purpose
Deferred Maintenance	6205	533	\$489,001.00	General Education Purpose
Total			\$5,529,525.00	

*Note: No Tier III programs are proposed to be closed.

DISCUSSION/ACTION ITEM

DATE: June 19, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: **APPROVE DEVELOPER FEE REVENUE ALLOCATION AGREEMENT WITH THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT TO COLLECT DEVELOPER FEES ON BEHALF OF THE FULLERTON SCHOOL DISTRICT**

Background: The Fullerton Joint Union High School District administratively collects developer fees on behalf of the Fullerton School District (FSD). The State Allocation Board approved an increase in developer fees as noted in Agenda Item #2a on tonight's Agenda, and the Fullerton Joint Union High School District and Fullerton School District share the allocation on a per square foot basis. The Fullerton School District pays the Fullerton Joint Union High School District 3% for fee collection.

Rationale: The purpose of this agreement is to allocate level one school fees collected in the District between Fullerton School District and Fullerton Joint Union High School District.

Funding: Not applicable. Administrative fees are deducted before monies are allocated.

Recommendation: Approve Developer Fee Revenue Allocation Agreement with the Fullerton Joint Union High School District to collect developer fees on behalf of the Fullerton School District.

SH:RG:gs

**DEVELOPER FEE REVENUE ALLOCATION AGREEMENT
BETWEEN
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
AND
FULLERTON SCHOOL DISTRICT**

This Agreement is entered into this 19th day of June, 2012, by and between Fullerton Joint Union High School District (“FJUHSD”) and Fullerton School District (“FSD”), collectively referred to as the “Districts.”

Recitals

1. Education Code section 17620, et seq., and Government Code section 65995, et seq., (collectively “School Fee Legislation”) authorizes school districts to impose fees on residential, commercial, and industrial developments to mitigate the impact of the development on a school district’s facilities; and
2. The School Fee Legislation authorizes school districts to collect fees pursuant to Government Code section 65995 (“Level I Fees”) and pursuant to Government Code sections 65995.5 and 65995.6 (“Level II and Level III Fees”); and
3. Education Code section 17623 states that school districts having common territorial jurisdictions may not collect a total amount with respect to Level I Fees which exceeds the maximum fee authorized under Government Code section 65995; and
4. Each school district that is a party to this Agreement has adopted or will adopt a resolution imposing the maximum fee authorized under Government Code section 65995 with respect to Level I Fees; and
5. Education Code section 17623 authorizes school districts having common territorial jurisdictions to enter into an agreement specifying the allocation of fee revenue between the school districts with respect to Level I Fees.

Covenants

1. **Allocation**

In consideration of the reciprocal covenants of each school district to the other, the allocation of Level I School Fees¹ shall be as follows in a collective amount not to exceed the legal limits:

FSD:	66.67%	Sixty-Six and Sixty-Seven Hundredths Percent
FJUHSD:	33.33%	Thirty-Three and Thirty-Three Hundredths Percent

¹ Level I School Fees for purposes of this agreement include both residential and commercial/industrial school fees.

2. Collection and Distribution of Fees – Administrative Charges

The FJUHSD shall be responsible for collecting and distributing to the Districts the fees collected pursuant to the School Fee Legislation, in accordance with this agreement.

The FJUHSD shall retain three percent (3%) of the total fees collected for administrative costs and expenses associated with the collection and distribution of the fees collected pursuant to this Agreement. The 3% administrative charge shall be deducted from the regular distribution payments made to the Districts.

Fees collected pursuant to the School Fee Legislation and in accordance with this agreement shall be distributed to the Districts on a monthly basis by the FJUHSD.

3. Term of Agreement

This Agreement concerning allocation of Level I Fees shall continue in full force and effect until superseded by a successor agreement. The supersession of this Agreement shall be expressly stated in any later written agreement.

4. Amendment

This Agreement may be amended by mutual consent of both parties. Changes shall be in writing and become effective upon mutual approval by the governing boards of each district.

5. Cancellation

Notice of cancellation of participation in this agreement may be made by either of the parties upon ninety (90) days prior written notice to the other party.

6. General Terms.

- a. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision shall be deemed invalid to the extent required by such court decision, but all other provisions shall continue in full force and effect.
- b. The titles of the parts and paragraphs of this Agreement are for the convenience of the reader only and no presumption or implication as to the intent of the parties hereto should be made.
- c. In the event it shall become necessary for either party to institute legal proceedings to enforce this Agreement, or any term or provision thereof, then and in such proceedings the prevailing party shall be entitled to reasonable attorney's fees and costs.

- d. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- e. Each of the parties agree to execute and deliver such documents and take such further action as may be necessary or proper to carry out the terms and intent of this Agreement, including but not limited to, submission of a copy of this agreement to the State Allocation Board as required by Education Code §17623(a).
- f. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreement between them concerning the subject matter contained herein. There are no representations, agreements, or understandings – oral or written – between the parties hereto relating to the subject matter contained in this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Fullerton Joint Union High School District

Fullerton School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DISCUSSION/ACTION ITEM

DATE: June 19, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policies need to be added or revised to reflect current laws and practice:

New:
Students
BP 5131.2 Anti-Bullying

Revised:
Students
BP 5145.3 Nondiscrimination/Harassment

These policies were presented to Board members as a first reading during the June 5th Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachments

**Fullerton School District
Board Policy
Anti-Bullying**

DRAFT

BP 5131.2

Students

Board Adopted: _____

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage **or victimize** that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and/or cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with District policies and regulations.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

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

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

**Fullerton School District
Board Policy
Nondiscrimination/Harassment**

DRAFT

BP 5145.3

Students

Approved: June 10, 2005

Revised:

District programs and activities shall be free from discrimination, including harassment **and bullying**, with respect to the actual or perceived ethnic group **identification**, religion, gender, **gender identity**, **gender expression**, **sex**, **marital status**, **parental status**, color, race, ancestry, national origin, and physical or mental disability, age, or sexual orientation; **the perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.**

The Board of Trustees shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance, and supervision.

The schools shall provide male and female students with separate sex education classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their **sex**, gender, race, **religion**, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.

The Board prohibits unlawful discrimination, intimidation, harassment or bullying of any student by any employee, student or other person in the District. Staff shall be alert and immediately responsive to student conduct, which may interfere with another student's ability to participate in or benefit from school services, activities or privileges. **In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)**

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the District's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

In providing instruction, guidance, supervision, or other services to District students, employees and volunteers shall carefully guard against segregating or stereotyping students.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who harass, intimidate, or **bully** other students shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. An employee who permits or engages in harassment, intimidation, or bullying may be subject to disciplinary action, up to and including dismissal.

The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the District's nondiscrimination policies:

**Assistant Superintendent, Personnel Services
1401 W. Valencia Drive
Fullerton, CA 92833
714-447-7450**

Any student who feels that he/she is being harassed, intimidated, or **bullied should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint** ~~either the Superintendent or designee. If a situation involving harassment is not promptly remedied by the Superintendent or designee, a complaint may be filed with the Superintendent or designee who shall determine which complaint procedure is appropriate.~~

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

Within 30 days of receiving the District's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the District's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The District's policy shall also be posted on the District web site or any other location that is easily accessible to students.

When required pursuant to Education Code [48985](#), complaint forms shall be translated into the student's primary language.

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination

[48900.3](#) Suspension or expulsion for act of hate violence

[48900.4](#) Suspension or expulsion for threats or harassment

[48904](#) Liability of parent/guardian for willful student misconduct

[48907](#) Student exercise of free expression

[48950](#) Freedom of speech

[48985](#) Translation of notices

[49020-49023](#) Athletic programs

[51500](#) Prohibited instruction or activity

[51501](#) Prohibited means of instruction

[60044](#) Prohibited instructional materials

CIVIL CODE

[1714.1](#) Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination of basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

MANAGEMENT RESOURCES:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention – Laws and Regulations, April 2004

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

DISCUSSION/ACTION ITEM

DATE: June 19, 2012
TO: Board of Trustees
FROM: Hilda Sugarman, Board of Trustees President
SUBJECT: APPROVE EMPLOYMENT CONTRACT WITH DR. ROBERT PLETKA AS SUPERINTENDENT OF FULLERTON SCHOOL DISTRICT EFFECTIVE JULY 1, 2012

Background:

In March 2012, Trustees began the search process to replace retiring Superintendent Dr. Mitch Hovey. The Trustees met with Leadership Associates search advisors to: (1) establish the search timeline; (2) clarify the expectations for the search; and, (3) to identify the issues the next superintendent should be prepared to address in our District. Trustees authorized the search advisors to meet with many Fullerton employees, as well as others in the community, to identify desired qualities, skills, and experiences in the search.

The input received was formatted for superintendent recruitment and advertising. Twenty-seven professionals submitted, in a timely manner, an application packet to serve as our District's superintendent. Experienced superintendents and assistant superintendents with academic and professional preparation for superintendent of Fullerton School District were represented in the applicant pool. After thorough paper screening and reference checking, the Trustees selected interviewees whose preparation was directly aligned to identified criteria. Interviews of the top six applicants were held on June 4th. One finalist was selected from a second round of interviews. Also, Trustees participated in a validation visit on June 18th for the finalist, Dr. Robert Pletka, current superintendent of El Centro Elementary School District.

During the validation visit to El Centro Elementary School District, Trustees conducted interviews in El Centro Elementary School District regarding Dr. Pletka. Those interviewed included board members, cabinet level administrators, teachers and other certificated employees, classified employees, union representatives, parents, and other stakeholders. The validation visit confirmed the reference checking completed by the search advisors as well as corroborated the leadership qualities practiced by Dr. Pletka with the qualities desired for our next superintendent. Dr. Pletka is known as an ethical leader who is visible, accessible, and approachable. His experiences have prepared him to serve as Fullerton School District's next Superintendent.

A copy of the employment contract will be available in the Superintendent's office for review.

Rationale: Any contract requires Board approval.

Funding: Not applicable.

Recommendation: Approve employment contract with Dr. Robert Pletka as Superintendent of Fullerton School District effective July 1, 2012.