

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, February 23, 2010  
3:30 p.m. Closed Session, 5:30 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

3:30 p.m.- Recess to Closed Session – Agenda:

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

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

Pledge of Allegiance

Introductions/Recognitions

Robert C. Fidler School, Apple Distinguished School  
Richman School Report

Budget Advisory Committee Report

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

## Approve Minutes

Regular meeting on February 9, 2010

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

### Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered D22B0026, D22C0064 through D22C0070, D22D0390 through D22D0428, D22L0016, D22M0090 through D22M0094, D22R0439 through D22R0479, D22S0310 through D22S0138, D22T0032 through DT220035, and D22X0372 through D22X0379 for the 2009/2010 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 120666 through 120736 and out-of-date sequence purchase orders numbered DJ-120009 and GS-120008 for the 2009/2010 school year.

1e. Approve/Ratify warrants numbered 72770 through 72965 for the 2009/2010 school year in the amount of \$1,484,570.21.

1f. Approve/Ratify Nutrition Services warrants numbered 7451 through 7469 for the 2009/2010 school year totaling \$41,288.95.

1g. Approve Classified tuition reimbursement.

1h. Approve the Request for Allowance of Attendance because of Emergency Conditions, Form J-13A.

1i. Adopt Resolution #09/10-13 proclaiming March 7-13, 2010 as Week of the Administrator in the Fullerton School District.

1j. Approve Student Teaching/Supervised Fieldwork Agreement with Brandman University, commencing February 23, 2010 through June 30, 2015.

1k. Approve Fullerton School District proposal to negotiate Successor Agreement with Fullerton Elementary Teachers Association (FETA), 2010-2013 school years.

1l. Approve Amendment No. 1 to Services Agreement between the Fullerton School District and Blackboard Connect for Blackboard Connect for Teachers Services for Ladera Vista Junior High School effective February 23, 2010 through June 30, 2011.

1m. Approve Consultant Agreement Addendum between Fullerton School District and Action Learning Systems (ALS), Inc. for the 2009/2010 school year to provide additional support to District teachers for California Gateway's Intensive Intervention program.

1n. Approve Consultant Agreement for Deana Hippie to provide professional development training in writing at Orangethorpe School on March 3, 2010.

1o. Approve authorization to use State of California Multiple Award Schedule (CMAS) Contract No. 3-09-00-0493B, Supplement No. 1, awarded to Logical Choice Technologies, Inc., for the purchase and warranty of hardware and software, and installation and training services, listed on Attachment B of the CMAS Contract.

#### Public Hearing

Conduct public hearing to approve General Waiver Request for Class Size Grades Four through Eight and approve Specific Waiver Request for Class Size Grades One through Three.

#### Discussion/Action Items

2a. Approve General Waiver Request for Class Size Grades Four through Eight.

2b. Approve Specific Waiver Request for Class Size Grades One through Three.

2c. Adopt Resolution #09/10-12 to prepare for the Certificated layoff process for the 2010/2011 fiscal year

2d. Approve 2010 California School Boards Association (CSBA) Delegate Assembly Election candidates.

2e. Approve revisions to Board Policy 6158, Instruction, Independent Study.

#### Administrative Reports

3a. "Sunshine" Fullerton Elementary Teachers Association (FETA) proposal to negotiate Successor Agreement with Fullerton School District, 2010-2013 school years.

3b. First Reading of Revised Board Policy 3270,

#### 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, March 9, 2010, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, February 9, 2010  
3:30 p.m. Board Workshop, 4:00 p.m. Closed Session, 5:30 p.m. Open Session  
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:33 p.m. and Trustee Sugarman led the pledge of allegiance to the flag.

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

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

Public Comments

There were no public comments at this time.

Board Workshop

President Berryman- She shared about her attendance at the California School Boards Association (CSBA) Annual Education Conference held on December 3-5, 2009. She attended a GATE workshop while at the conference. She had the opportunity to hear Soledad O'Brien speak. President Berryman attended a workshop that discussed information on parcel taxes. She attended the Golden Bell Award Luncheon.

Trustee Sugarman- She shared information regarding several programs that Chula Vista Elementary School has implemented to raise API scores. The programs have three common factors: staff buy-in, community buy-in, and making students accountable. She attended the GATE workshop that differentiated between the gifted, highly gifted, and profoundly gifted students. She shared about the Reserve Officer Training Corps (ROTC) offering a free on-line tutoring program for students. This program also offers career counseling for students.

Recess to Closed Session – Agenda:

At 4:20 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 – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

The Board returned to Open Session at 5:31 p.m., and President Berryman reported that there was no report from Closed Session. Trustee Sugarman led the Pledge of Allegiance to the Flag.

Introductions/Recognitions

Dr. Hovey and President Berryman introduced Stephanie Guppy, Maple School teacher. Dr. Hovey and President Berryman recognized Mrs. Guppy for obtaining her National Board for Professional Teaching Standards Certification. President Berryman gave a brief history and background for Mrs. Guppy. Mrs. Guppy is one of seventeen teachers in Orange County who passed this rigorous certification.

Dr. Hovey and President Berryman recognized Barbara Giasone, reporter for the Fullerton Tribune and the OC Register. For numerous years, Ms. Giasone, has been writing school news stories for the Fullerton School District.

Dr. Hovey and President Berryman recognized Beechwood School for obtaining full accreditation as an IB Middle Years Program. Beechwood School is the only IB accredited public school in Orange County. Haylee Paul, 8<sup>th</sup> grade student, spoke on behalf of Beechwood School.

Dr. Hovey and President Berryman recognized Hermosa Drive School for obtaining the Golden Bell Award. Janny Meyer and students from Hermosa Drive School conducted a Service Learning Project that culminated with the Fullerton City Council banning smoking from Laguna Lake.

Dr. Hovey recognized Mark Douglas, Assistant Superintendent of Personnel Services, as being the recipient of the 2010 ACSA Administrator of the Year Award for HR/Personnel for Region 17.

#### Public Comments

There were no comments at this time.

#### Superintendent's Report

Dr. Hovey congratulated Acacia, Commonwealth, Fern Drive, Fisler, Hermosa Drive, Ladera Vista Jr. High, Laguna Road, Maple, Nicolas Jr. High, Pacific Drive, Raymond, Richman, and Rolling Hills Schools for obtaining the Phelps grant. Donations to schools totaling \$77,531.00 was awarded for iBooks, iMacs, Promethean Boards, document cameras, LCD projectors, iPods, ActivExpression sets, education playground map, books and a mobility cart. All the Arts for All the Kids Foundation also received from the Phelps Foundation \$19,000.00 for art lessons. He thanked the Phelps Foundation for their continued support of schools in the Fullerton School District. This is another example of how our community continues to support our schools. Dr. Hovey described the Race to the Top (RTTT) Task Force that will be meeting on February 18, 2010. The Task Force is comprised of teachers, principals, assistant principals, and District office staff. The Task Force will begin to review the State's application and identify matches and gaps for the District. He attended the Superintendents Symposium on January 26-29, 2010. It was a great opportunity to network with other Superintendent's from across the State. He gained valuable information about 21<sup>st</sup> Century learning. Dr. Hovey appreciates the opportunity to have been able to attend the symposium through difficult budgetary times. Dr. Hovey congratulated Paula Pitluk and Sunset Lane School for their recommendation for California Distinguished School status. Golden Hill School will have their validation visit on February 23 and Fern Drive School on February 25.

#### Information from the Board of Trustees

Trustee Sugarman- She congratulated Mark Douglas for being named ACSA Administrator of the Year for Human Resources. She thanked Dr. Hovey for beginning the RTTT Task Force. The District has moved ahead in data driven projects. She recognized Fisler, Beechwood, Fern Drive, Laguna Road, and Parks Jr. High Schools for receiving the 2009 California Business for Education Excellence Honor Roll School recognition.

Trustee Ballard- She commented that the Board felt confident in supporting RTTT because the District is ahead in many areas. She commented that it is important to reward success and excellence. She attended Parks Jr. High's Knitting Club, "Twisted Stitchers". The Club knits blankets to distribute to FIES. She shared that the Rotary Club of Fullerton will donate \$1500 to the Ladera Vista library for purchasing of books.

Trustee Duncan- He has enjoyed visiting the Budget Advisory Committee (BAC) meetings. He thanked the committee for their hard work. He attended Sunset Lane School's Family Science Night and Rolling Hills School's Jack and the Beanstalk play. He also attended Raymond School's Art Night.

Trustee Thornley- She is thrilled to see Beechwood School receive the IB accreditation. She also recognized Hermosa Drive School for the Golden Bell Award for their Service Learning Project. She also congratulated Fisler School for being named an Apple Distinguished School.

President Berryman- She attended the Art Night at Raymond School. She thanked Raymond School parents, Mr. and Mrs. Brian Prince, for their support in the Art Night. Some of the student art will be displayed at the art gallery of Mr. and Mrs. Prince in downtown Fullerton. She shared that the Fullerton Library has free homework assistance for students. She congratulated Chris Norby for

winning the 72<sup>nd</sup> District State Assembly election. She also attended the Boys and Girls Clubs Village Keystone Club for teens.

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

PTA Council President Luz Howchin- She shared that PTA will be celebrating its anniversary on February 17. She thanked Dr. Hovey for having an information meeting for PTA and SSC regarding budget update and Race to the Top. She shared that several students from several sites received honorable mentions for the Reflections Program.

FETA President Andy Montoya- He congratulated Stephanie Guppy for obtaining her National Board Teacher Certification. He congratulated Mark Douglas for his ACSA Award as Administrator of the Year for Human Resources. Read Across America will be on March 2. The Education Rally will be on March 4. He shared that the teachers have ratified the tentative agreement between FETA and the District. He shared that FETA cares about the District, the schools, and the students. FETA has donated \$100 towards the Assistance League and \$100 toward All the Arts in memory of Judy Willey. CSEA Representative Marleen Acosta- She attended the CSEA officer skill training along with Al Lacuesta and Carol Kerns. In March, CSEA will be visiting CSEA members at sites during their lunchtime.

FESMA- Paula Pitluk- She congratulated Mark Douglas for receiving the ACSA Award. Bob Johnson and Paula Pitluk will attend the ACSA legislative day in March. On behalf of Sunset Lane School, she shared her appreciation for the support they received for the California Distinguished School validation visit.

DELAC- Julie Brandon- She shared that the last DELAC meeting was held on January 22 at Pacific Drive School. Diana Lee commented that a census representative attended the DELAC meeting to provide information regarding the census. Wafa Saada, shared information regarding parent involvement classes being held at Richman School on April 8 and May 6. Parents are asked at each meeting for topics to bring to future DELAC meetings.

#### Approve Minutes

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to approve the minutes of the Regular meeting on January 19, 2010.

#### Consent Items

Pulled Board Agenda Item 1m for discussion. Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to approve all consent items excluding Board Agenda 1m.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered D22B0024 through D22B0025, D22C0057 through D22C0063, D22D0351 through D22D0389, D22M0086 through D22M0089, D22R0411 through D22R0438, D22S0125 through D22S0129, D22T0030 through D22T0031, D22V0056, and D22X0361 through D22X0371 for the 2009/2010 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 120569 through 120665 and out-of-date sequence purchase orders numbered DJ-120008 and GS-120007 for the 2009/2010 school year.

1e. Approve/Ratify warrants numbered 72555 through 72769 for the 2009/2010 school year in the amount of \$2,058,939.02.

1f. Approve/Ratify Nutrition Services warrants numbered 7411 through 7450 for the 2009/2010 school year totaling \$508,812.05.

1g. Approve Consultant Agreement between Fullerton School District and Renee Hill at Maple School for additional days of training for the 2009/2010 school year.

1h. 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 February 13 and 20, 2010.

1i. Approve Independent Contractor Agreement with Catapult Learning to provide tutoring services for Annunciation Catholic School for 2009/2010.

1j. Approve/Ratify Agreement between Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) as part of Beginning Teacher Support and Assessment (BTSA) program training and Level II Technology Proficiency for the 2009/2010 school year.

1k. Approve Intranet Network Support Services Agreement for Web filtering with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for 2010-2013 school years.

1l. Approve Kristin Montoya to attend out-of-state California Association of Directors of Activities (CADA) 2010 Annual Conference in Reno, Nevada, March 3-6, 2010.

1m. Approve/Ratify rate increase for Rutan & Tucker, LLP, effective July 1, 2009.

1n. Approve health care/counseling programs/clinical training/field experience agreement between California State University, Fullerton (CSUF), and Fullerton School District, commencing February 10, 2010 through June 30, 2013.

1o. Approve student teaching agreement with National University, commencing February 10, 2010.

1p. Adopt Resolutions 09/10-B009 through 09/10-B015 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1q. Approve Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of February 13, 2010 through February 13, 2011.

1r. Approve/Ratify 2009/2010 Independent Contractor Agreement between California State University, Fullerton and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1s. Approve/Ratify 2009/2010 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1t. Approve/Ratify 2009/2010 Subcontract Agreement between La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.



For Consent Agenda Item 1m, the Board had some discussion regarding the increase in rate for legal Counsel, Rutan and Tucker, LLP. Mark Douglas clarified that the firm's fees are commensurate to other legal firms used by the District. Dr. Hovey shared the District is cautious when using services from legal counsel and refer to OCDE legal counsel as appropriate. It was moved by Ellen Ballard, seconded by Lynn Thornley, and approved 4-0, Trustee Sugarman abstaining, to have the District continue paying the current contract fee and negotiate future contract fees.

#### Discussion/Action Items

2a. Approve proposed settlement agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for the 2009/2010 school year and required AB 1200 disclosures.

Moved by Hilda Sugarman, seconded by Ellen Ballard, and carried 5-0 to approve proposed settlement agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for the 2009/2010 school year and required AB 1200 disclosures.

2b. Adopt Resolution #09/10-11 to contract services with Public Agency Retirement Services (PARS) for a supplementary retirement plan.

Moved by Hilda Sugarman, seconded by Lynn Thornley, and carried 5-0 to adopt Resolution #09/10-11 to contract services with Public Agency Retirement Services (PARS) for supplementary retirement plan.

2c. Approve agreement between Public Agency Retirement Services (PARS) and the Fullerton School District for administrative services establishing an IRC 403(b) fixed annuity, effective February 9, 2010.

Moved by Hilda Sugarman, seconded by Ellen Ballard, and carried 5-0 to approve agreement between Public Agency Retirement Services (PARS) and the Fullerton School District for administrative services establishing an IRC 403(b) fixed annuity, effective February 9, 2010.

2d. Approve New Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel.

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to approve New Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel.

2e. Approve Consultant Agreement between Fullerton School District and Golnaz Agahi, SocialWise Consulting Services, to provide support for the District's 2010 Fiscal Year Readiness and Emergency Management for Schools (REMS) grant application for the 2009/2010 school year beginning February 9, 2010.

Moved by Minard Duncan, seconded by Ellen Ballard, and carried 5-0 to approve Consultant Agreement between Fullerton School District and Golnaz Agahi, SocialWise Consulting Services, to provide support for the District's 2010 Fiscal Year Readiness and Emergency Management for Schools (REMS) grant application for the 2009/2010 school year beginning February 9, 2010.

Administrative Reports

3a. Sunshine” Fullerton School District’s proposal to negotiate successor agreement with Fullerton Elementary Teachers Association (FETA), 2010-2013 school years.

Mark Douglas discussed the context of the District’s proposal.

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

There were no requests.

Adjournment

President Berryman adjourned the Regular meeting on February 9, 2010 at 7:12 p.m.

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Clerk, Board of Trustees

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, return from leave of absence and leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 23, 2010**

**NEW HIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Olivia Hanning	Substitute Teacher	Employ	100	02/03/10
Shannon Spohn	Substitute Teacher	Employ	100	01/22/10
Lorena Toone	Substitute Teacher	Employ	100	01/26/10
Mamie Young	Substitute Teacher	Employ	100	02/04/10
Jennifer Johnson	4 <sup>th</sup> Grade/Raymond	II/1	100	02/04/10
Horacio Martin	PE (60%)/Pacific Drive	II/1	212/304	01/11/10

**RETURN FROM LEAVE OF ABSENCE**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Michelle Sterling	Speech (40%)/ Special Services	IV/6	142	03/01/10

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Jane Won	2 <sup>nd</sup> Grade/Richman	Leave of Absence	02/11/10-04/09/10

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 February 23, 2010.

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Clerk/Secretary

CONSENT ITEM

**DATE:** February 23, 2010

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

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

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

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

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

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

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

GC:ds  
Attachment

FULLERTON SCHOOL DISTRICT  
*Gifts – February 23, 2010*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>																										
Various Schools (see "Description" column)	Wilson W. Phelps Foundation (Community Partner)	Donations to schools totaling <u>\$77,531.00</u> for iBooks, iMacs, Promethean Boards, document cameras, LCD projectors, iPods, ActivExpressions sets, Education Playground Map, books, mobility cart:  <table border="0"> <tr><td>Acacia</td><td>\$ 4,912.00</td></tr> <tr><td>Commonwealth</td><td>\$ 7,457.00</td></tr> <tr><td>Fern Drive</td><td>\$ 2,930.00</td></tr> <tr><td>Fisler</td><td>\$14,094.00</td></tr> <tr><td>Hermosa Drive</td><td>\$ 3,224.00</td></tr> <tr><td>Ladera Vista Jr. High</td><td>\$ 5,389.00</td></tr> <tr><td>Laguna Road</td><td>\$ 435.00</td></tr> <tr><td>Maple</td><td>\$ 6,523.00</td></tr> <tr><td>Nicolas Jr. High</td><td>\$ 3,823.00</td></tr> <tr><td>Pacific Drive</td><td>\$ 7,210.00</td></tr> <tr><td>Raymond</td><td>\$ 8,006.00</td></tr> <tr><td>Richman</td><td>\$ 7,259.00</td></tr> <tr><td>Rolling Hills</td><td>\$ 6,269.00</td></tr> </table>	Acacia	\$ 4,912.00	Commonwealth	\$ 7,457.00	Fern Drive	\$ 2,930.00	Fisler	\$14,094.00	Hermosa Drive	\$ 3,224.00	Ladera Vista Jr. High	\$ 5,389.00	Laguna Road	\$ 435.00	Maple	\$ 6,523.00	Nicolas Jr. High	\$ 3,823.00	Pacific Drive	\$ 7,210.00	Raymond	\$ 8,006.00	Richman	\$ 7,259.00	Rolling Hills	\$ 6,269.00
Acacia	\$ 4,912.00																											
Commonwealth	\$ 7,457.00																											
Fern Drive	\$ 2,930.00																											
Fisler	\$14,094.00																											
Hermosa Drive	\$ 3,224.00																											
Ladera Vista Jr. High	\$ 5,389.00																											
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Richman	\$ 7,259.00																											
Rolling Hills	\$ 6,269.00																											
Beechwood School	Spicers Paper (Community Partner)	Donation of paper totaling \$2,000.00																										
Fern Drive	Randy Brown (Parent)	Monetary donation of \$35.00 for the school																										
Fisler School	Hi Kick Taekwon Do Academy (Community Partner)	Monetary donation of \$300.00 for Library																										
Hermosa Drive	Mr. & Mrs. David Ressler (Parent)	Monetary donation of \$50.00 for Technology program																										
Hermosa Drive	Hermosa Drive Elementary PTA (PTA)	Monetary donation of \$10,000.00 for field trips																										
Ladera Vista Jr. High	Christopher & Elizabeta Meyer (Parent)	Monetary donation of \$500.00 for Band program																										
Maple	Nancy M. Huebotter, Raytheon Bookworms Club (Community Partner)	Monetary donation of \$300.00 for Advancement of Literacy																										
Raymond	Fullerton Sunrise Rotary (Community Partner)	Monetary donation of \$212.00 for students to attend camp																										

FULLERTON SCHOOL DISTRICT  
*Gifts – February 23, 2010*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Valencia Park	Scholarship America (Community Partner)	Monetary donation of \$800.00 for Kindergarten class field trip to Cinema City Theatres
Valencia Park	Wells Fargo Foundation (Community Partner)	Monetary donation of \$1,000.00 for student rewards/incentives
Valencia Park	Valencia Park PTA (PTA)	Monetary donation of \$5,000.00 for field trips
Woodcrest	Wells Fargo Community Support Campaign (Community Partner)	Monetary donation of \$210.00 for special education class

CONSENT ITEM

**DATE:** February 23, 2010

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

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

**PREPARED BY:** Suwen Su, Director of Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED D22B0026, D22C0064 THROUGH D22C0070, D22D0390 THROUGH D22D0428, D22L0016, D22M0090 THROUGH D22M0094, D22R0439 THROUGH D22R0479, D22S0130 THROUGH D22S0138, D22T0032 THROUGH D22T0035, AND D22X0372 THROUGH D22X0379 FOR THE 2009/2010 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered D22B0026, D22C0064 through D22C0070, D22D0390 through D22D0428, D22L0016, D22M0090 through D22M0094, D22R0439 through D22R0479, D22S0130 through D22S0138, D22T0032 through D22T0035, and D22X0372 through D22X0379 for the 2009/10 fiscal year.

GC:SS:ds  
Attachment



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22B0026	SUPPLY MASTER	969.64	969.64	0130452213 4350	SBCP Instr Supervision Dist / Materials and Supplies
D22C0064	ORANGE CNTY DEPARTMENT OF EDUC	15.00	15.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
D22C0065	LOS ANGELES COUNTY OFFICE OF E	50.00	50.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
D22C0066	ORANGE COUNTY SCHOOL NURSES AS	200.00	200.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
D22C0067	ORANGE CNTY DEPARTMENT OF EDUC	50.00	50.00	0141155229 5210	Staff Development Disc / Conferences and Meetings
D22C0068	ORANGE CNTY DEPARTMENT OF EDUC	325.00	325.00	0121228101 5210	Title I Valencia Park / Conferences and Meetings
D22C0069	BUREAU OF EDUCATION AND RESEAR	597.00	597.00	0121320102 5210	ARRA Ttl I Local Instr Nicolas / Conferences and Meetings
D22C0070	BUREAU OF EDUCATION AND RESEAR	398.00	398.00	0121320102 5210	ARRA Ttl I Local Instr Nicolas / Conferences and Meetings
D22D0390	SPRINT PCS	42.99	42.99	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22D0391	APPLE COMPUTER INC.	252.30	252.30	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
D22D0392	AMAZON.COM	853.39	853.39	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
D22D0393	HAWTHORNE EDUCATIONAL	1,247.14	1,247.14	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22D0394	GOV CONNECTION	473.06	473.06	0160690371 4350	Food Services / Materials and Supplies Office
D22D0395	NASCO WEST INC	56.55	56.55	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
D22D0396	DISCOUNT SCHOOL SUPPLY	740.90	740.90	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0397	DISCOUNT SCHOOL SUPPLY	721.12	721.12	0134021101 4310	EISS Instruction Orangethorpe / Materials and Supplies
D22D0398	DICK BLICK ART MATERIALS	391.04	391.04	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0399	DISCOUNT SCHOOL SUPPLY	507.23	507.23	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0400	NASCO WEST INC	25.91	25.91	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22D0401	SUPPLY MASTER	205.41	205.41	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
D22D0402	SUPPLY MASTER	101.92	101.92	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
D22D0403	FREY SCIENTIFIC COMPANY	94.18	94.18	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22D0404	CENGAGE LEARNING	883.21	883.21	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22D0405	DISCOUNT SCHOOL SUPPLY	1,555.58	1,555.58	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/23/2010**

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0406	LAKESHORE LEARNING	1,126.25	1,126.25	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
D22D0407	GOV CONNECTION	207.82	207.82	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
D22D0408	SCHOOL SPECIALTY	225.54	14.52	0111726109 4310	Hourly Intervention RollingHill / Materials and Supplies Instr
			211.02	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
D22D0409	AMAZON.COM	278.89	278.89	0110312109 4310	Reimburse Commonwealth Disc / Materials and Supplies
D22D0410	REALTIME MUSIC SOLUTIONS	2,150.00	2,150.00	0110217119 4310	LV Productions / Materials and Supplies Instr
D22D0411	SUPPLY MASTER	423.96	423.96	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
D22D0412	SUPPLY MASTER	612.75	612.75	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
D22D0413	SOUTHWEST SCHOOL SUPPLY	704.31	704.31	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
D22D0414	GOV CONNECTION	182.04	182.04	0110217199 4310	Computer Ladera Vista / Materials and Supplies Instr
D22D0415	GOV CONNECTION	95.16	95.16	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
D22D0416	CULVER NEWLIN INC	686.91	686.91	6855158741 4350	American Disability Act DC / Materials and Supplies
D22D0417	IT'S ELEMENTARY	240.70	240.70	0110330109 4310	Reimburse Fisler Discretionary / Materials and Supplies
D22D0418	ORIENTAL TRADING COMPANY	52.45	52.45	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22D0419	POSITIVE PROMOTIONS	264.87	264.87	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0420	HARCOURT OUTLINES INC	639.40	639.40	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0421	ELLISON EDUCATIONAL EQUIPMENT	38.63	38.63	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
D22D0422	INTERSTATE MUSIC	121.80	121.80	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0423	HOUGHTON MIFFLIN COMPANY	682.06	682.06	0121312102 4310	ARRA Title I Local Instr CW / Materials and Supplies Instr
D22D0424	SRA/MCGRAW HILL CALIFORNIA	2,533.04	2,533.04	0134524101 4310	English Lang Acq Prg Raymond / Materials and Supplies
D22D0425	MACKIN LIBRARY MEDIA	157.60	157.60	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
D22D0426	GOPHER SPORT	115.88	115.88	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0427	SUPPLY MASTER	296.58	296.58	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
D22D0428	SUPPLY MASTER	437.72	437.72	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/23/2010**

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22L0016	PRENTKE ROMICH COMPANY	386.25	386.25	0124754101 5630	Low Incidence Materials / Rents and Leases
D22M0090	ALL AMERICAN INSPECTION	750.00	750.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22M0091	FERGUSON ENTERPRISES INC	1,731.29	1,731.29	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0092	FIRE CONNECTION	137.35	137.35	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0093	ACOUSTICAL MATERIAL SERVICE	562.05	562.05	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0094	CONSOLIDATED ELECTRICAL	1,891.47	1,891.47	1453330859 4363	Deferred Maint Fac Fisler / Materials and Supplies Repairs
D22R0439	HOWELL, GLENDA	27.97	27.97	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
D22R0440	YMCA OF ORANGE COUNTY	26,234.88	26,234.88	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
D22R0441	BOYS AND GIRLS CLUB OF FULLERT	22,356.00	22,356.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
D22R0442	CDE PRESS	408.55	408.55	0140155239 4350	Curriculum Development Discret / Materials and Supplies
D22R0443	MEJIA, TERESA	231.58	231.58	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0444	CDW.G	95.92	95.92	0111717109 4310	Hourly Intervention Ladera Vis / Materials and Supplies
D22R0445	HERNANDEZ, MARGARITA	174.75	174.75	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0446	TAYLOR, MELINDA	349.91	349.91	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0447	URANGA, YVONNE	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0448	WARREN, NAIDENE	209.53	209.53	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0449	ZULOAGA, JENNIFER	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
D22R0450	OFFICE DEPOT BUSINESS SERVICE	20.65	20.65	0141655109 4310	Fine Arts Donations Instr / Materials and Supplies Instr
D22R0451	E L ACHIEVE	2,664.75	2,664.75	0122652101 4310	Title III Immigrant Educ Prog / Materials and Supplies Instr
D22R0452	DEPARTMENT OF GENERAL SERVICES	605.95	605.95	0130411103 5899	SBCP Instruction Beechwood / Other Expenses
D22R0453	HECHT, GEOFF	62.49	62.49	0107423109 4310	Sports Prog Instr Parks / Materials and Supplies Instr
D22R0454	HIGHTER, SHANNON	99.00	99.00	0107423109 4310	Sports Prog Instr Parks / Materials and Supplies Instr
D22R0455	MULTI HEALTH SYSTEMS	372.79	372.79	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
D22R0456	KNOTT'S BERRY FARM	651.25	651.25	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/23/2010**

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22R0457	PEARSON ASSESSMENT INC	82.08	82.08	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0458	MISSION SAN JUAN CAPISTRANO	904.00	904.00	0111611109 5850	Donations Instr Beechwood / Admission Fees
D22R0459	NORTH AMERICAN ENCLOSURES	87.22	87.22	0109555109 4310	Beckman Science Instructional / Materials and Supplies
D22R0460	RIVERSIDE PUBLISHING COMPANY	320.63	320.63	0142054201 4315	Special Ed Administration / Materials Test Kits Protocols
D22R0461	PEARSON ASSESSMENT INC	266.19	266.19	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
D22R0462	CREATE-A-PARTY RENTALS	261.40	261.40	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
D22R0463	STAPLES ADVANTAGE	48.45	48.45	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0464	GOV CONNECTION	44.75	32.35	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
			12.40	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22R0465	NCS PEARSON INC	16,638.75	4,627.75	0111729109 6410	Hourly Intervention Woodcrest / New Equip Less Than
			8,010.00	0121329102 6410	ARRA Ttl I Local Instr Wdcrest / New Equip Less Than
			4,001.00	0122429101 6410	Title III Ltd Engl Woodcrest / New Equip Less Than
D22R0466	CLAREMONT MCKENNA COLLEGE	450.00	306.00	0111611179 4310	Phys Ed Instr Beechwood / Materials and Supplies Instr
			144.00	0130411103 4310	SBCP Instruction Beechwood / Materials and Supplies Instr
D22R0467	WEST GROUP	146.80	146.80	0152258749 4350	Personnel Commission Discret / Materials and Supplies
D22R0468	TRAINER'S WAREHOUSE, THE	37.43	37.43	0152258749 4350	Personnel Commission Discret / Materials and Supplies
D22R0469	DIMICK, SANDI	19.39	19.39	0111726109 4310	Hourly Intervention RollingHill / Materials and Supplies Instr
D22R0470	LEE, RACHEL	123.84	123.84	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22R0471	ASCARI, PATRICIA	78.27	78.27	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0472	HUMAN KINETICS	144.88	144.88	0140155239 4310	Curriculum Development Discret / Materials and Supplies
D22R0473	ELMORE, DOUGLAS	197.40	197.40	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
D22R0474	CDW.G	97.88	97.88	0152258749 4350	Personnel Commission Discret / Materials and Supplies
D22R0475	ORANGE COUNTY MATH COUNCIL	240.00	240.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
D22R0476	SCHOOL INNOVATIONS AND	4,747.92	2,182.95	0130252271 4200	Econ Impact Aid Sch Admin Dist / Books Other Than
			2,564.97	0130452213 4200	SBCP Instr Supervision Dist / Books Other Than Textbooks

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/23/2010**

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22R0477	CEDILLO, MARLANE	43.39	43.39	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
D22R0478	SOUTHWEST SCHOOL SUPPLY	115.82	115.82	0121352271 4350	ARRA Title I District Admin / Materials and Supplies
D22R0479	SCHOLASTIC MAGAZINES	33.00	33.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
D22S0130	HARRIS OFFICE PRODUCTS	2,339.70	2,339.70	0100000000 9320	Unrestricted / Stores
D22S0131	SOUTHWEST SCHOOL SUPPLY	2,071.64	2,071.64	0100000000 9320	Unrestricted / Stores
D22S0132	OFFICE DEPOT BUSINESS SERVICE	2,278.16	2,278.16	0100000000 9320	Unrestricted / Stores
D22S0133	STAPLES ADVANTAGE	404.12	404.12	0100000000 9320	Unrestricted / Stores
D22S0134	PIONEER STATIONERS	2,083.91	2,083.91	0100000000 9320	Unrestricted / Stores
D22S0135	SCHOOL SPECIALTY	370.29	370.29	0100000000 9320	Unrestricted / Stores
D22S0136	RAYVERN LIGHTING SUPPLY CO INC	133.27	133.27	0100000000 9320	Unrestricted / Stores
D22S0137	CANNON SPORTS INC	1,405.63	1,405.63	0100000000 9320	Unrestricted / Stores
D22S0138	UNISOURCE	3,900.21	3,900.21	0100000000 9320	Unrestricted / Stores
D22T0032	PARKHOUSE TIRE INC	2,593.93	2,593.93	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
D22T0034	A 1 TRANSMISSION AND SUPPLY	208.94	208.94	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
D22T0035	GRANITIZE	393.46	196.73	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			196.73	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
D22X0372	COYNE AND ASSOCIATES EDUCATION	70,372.00	70,372.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0373	COYNE AND ASSOCIATES EDUCATION	99,556.00	99,556.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0374	ROSSIER PARK ELEMENTARY SCHOOL	21,200.50	21,200.50	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0375	TEC SANTA ANA	22,755.00	22,755.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0376	COAST SPEECH PATHOLOGY	11,074.16	11,074.16	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0377	COAST SPEECH PATHOLOGY	14,216.52	14,216.52	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0378	HIPPIE, DEANA	1,200.00	300.00	0130613103 5805	Peer Assist Instr Review Fern / Consultants
			300.00	0130624103 5805	Peer Asst Review Instr Raymond / Consultants
			600.00	0130627103 5805	Peer Assist Review Inst Sunset / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/23/2010**

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22X0379	ORANGE CNTY DEPARTMENT OF EDUC	500.00	500.00	0141155229 5805	Staff Development Disc / Consultants
	Fund 01 Total:	364,913.86			
	Fund 14 Total:	1,891.47			
	Fund 21 Total:	750.00			
	Fund 68 Total:	686.91			
	Total Amount of Purchase Orders:	368,242.24			

**Addendum to:**

Purchase Order Detail Report  
Board of Trustees Meeting 02/23/2010

Purchase order number **D22T0033** did not appear on the Detail Report. It was never processed or canceled.

Bette Crider, Buyer/Coordinator  
Purchasing Services

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22M0015	ADVTECH ENVIRONMENTAL INC	21,787.50	+13,800.00	8152451741 5805	Property and Liability / Consultants
D22M0089	CASE PARTS	505.53	+408.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22X0026	ARROWHEAD DRINKING WATER	22,298.00	-2,562.00	0154653821 5504	Utilities / Utilities Water
D22X0039	SOUTHERN CALIFORNIA EDISON	1,442,980.00	-80,000.00	0154653821 5502	Utilities / Utilities Electricity
D22X0077	APPLE COMPUTER INC.	20,000.00	-20,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
D22X0079	BLUE RAVEN TECHNOLOGY INC	82,000.00	+20,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
D22X0092	COSTCO WHOLESALE	2,400.00	+500.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22X0166	SPEECH LANGUAGE DEVELOPMENT	46,310.00	+1,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0191	SMART AND FINAL STORES CORPORA	2,750.00	+500.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
D22X0341	COSTCO WHOLESALE	924.00	+424.00	0111617109 4310	Donations Instr Ladera Vista / Materials and Supplies Instr
D22Z0020	EXCELSIOR ELEVATOR CORP	12,000.00	+2,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22Z0057	ROTO ROOTER	5,000.00	+2,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	<b>Fund 01 Total:</b>		<b>-75,229.02</b>		
	<b>Fund 81 Total:</b>		<b>13,800.00</b>		
	<b>Total Amount of Change Orders:</b>		<b>-61,429.02</b>		



**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**02/23/2010**

**FROM 01/16/2010 TO 02/01/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22M0084	A 1 FENCE COMPANY	2,929.00	2,929.00	2567050851 4310	Facilities / Materials and Supplies Instr
	<b>Fund 25 Total:</b>	<b>2,929.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>2,929.00</b>			

Full Elem CFD2000-01  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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**NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE**

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

**Full Elem CFD2001-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS  
BOARD OF TRUSTEES 02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/23/2010

FROM 01/16/2010 TO 02/01/2010

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Reynoso, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 120666 THROUGH 120736 AND OUT-OF-DATE SEQUENCE  
PURCHASE ORDERS NUMBERED DJ-120009 AND GS-120008 FOR THE  
2009/2010 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated January 16, 2010 through February 1, 2010 contains purchase orders numbered 120666 through 120736 and out-of-date sequence purchase orders numbered DJ-120009 and GS-120008 for the 2009/2010 school year totaling \$327,630.08.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 120666 through 120736 and out-of-date sequence purchase orders numbered DJ-120009 and GS-120008 for the 2009/2010 school year.

GC:LR:dlh  
Attachment



Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report  
01-16-2010 through 02-01-2010

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
NONE				
<b>Out of Date Sequence P.O.'s</b>				
1/1/2010	Gold Star Foods	GS-120008	Commodity	584.50
1/1/2010	DJ Co-ops	DJ-120009	Commodity	413.10
<b>Processed Food &amp; Commodity P.O.'s</b>				
NONE				
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				997.60
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Summary Report				326,632.48
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 327,630.08</b>

## Fullerton School District

## Food Services

Page 1

Date 02/02/2010

Time 08:29

## PURCHASE ORDER SUMMARY

( 01/16/2010 - 02/01/2010 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	120688	01/26/2010		0.00	1,760.40	0.00	1,760.40
	120695	01/28/2010		0.00	38.80	0.00	38.80
				0.00	1,799.20	0.00	1,799.20
ASR Food Distributors, Inc.	120686	01/26/2010		0.00	1,608.30	0.00	1,608.30
	120722	01/29/2010		0.00	820.40	0.00	820.40
	120723	01/29/2010		0.00	1,031.55	0.00	1,031.55
	120724	01/29/2010		0.00	2,793.65	0.00	2,793.65
				0.00	6,253.90	0.00	6,253.90
Campus Foods	120677	01/21/2010		0.00	136.92	0.00	136.92
	120687	01/26/2010		0.00	2,127.20	0.00	2,127.20
	120691	01/27/2010		0.00	909.36	0.00	909.36
	120692	01/27/2010		0.00	817.80	0.00	817.80
	120693	01/27/2010		0.00	558.00	0.00	558.00
	120694	01/28/2010		0.00	39.00	0.00	39.00
	120696	01/28/2010		0.00	37.17	0.00	37.17
	120725	01/29/2010		0.00	738.32	0.00	738.32
	120726	01/29/2010		0.00	1,553.88	0.00	1,553.88
	120734	02/01/2010		0.00	1,088.85	0.00	1,088.85
				0.00	8,006.50	0.00	8,006.50
Chefs' Toys	120682	01/22/2010		0.00	0.00	1,203.19	1,203.19
				0.00	0.00	1,203.19	1,203.19
Driftwood Dairy	120697	01/28/2010		0.00	0.00	1,101.95	1,101.95
	120698	01/28/2010		0.00	0.00	1,668.27	1,668.27
	120699	01/28/2010		0.00	0.00	2,340.10	2,340.10
	120700	01/28/2010		0.00	0.00	1,453.72	1,453.72
	120701	01/28/2010		0.00	0.00	1,631.62	1,631.62
	120702	01/28/2010		0.00	0.00	2,164.64	2,164.64
	120703	01/28/2010		0.00	0.00	3,056.88	3,056.88
	120704	01/28/2010		0.00	0.00	1,008.97	1,008.97
	120705	01/28/2010		0.00	0.00	2,554.41	2,554.41
	120706	01/28/2010		0.00	0.00	3,758.71	3,758.71
	120707	01/28/2010		0.00	0.00	3,256.94	3,256.94
	120708	01/28/2010		0.00	0.00	3,271.71	3,271.71
	120709	01/28/2010		0.00	0.00	1,447.79	1,447.79
	120710	01/28/2010		0.00	0.00	1,780.70	1,780.70
	120711	01/28/2010		0.00	0.00	4,114.79	4,114.79
	120712	01/28/2010		0.00	0.00	1,315.53	1,315.53
	120713	01/28/2010		0.00	0.00	1,453.72	1,453.72

\* Totals Are Rounded

## Fullerton School District

## Food Services

Page 2

Date 02/02/2010

Time 08:29

## PURCHASE ORDER SUMMARY

{ 01/16/2010 - 02/01/2010 }

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Driftwood Dairy	120714	01/28/2010		0.00	0.00	0.00	3,657.55
	120715	01/28/2010		0.00	0.00	0.00	2,905.41
	120716	01/28/2010		0.00	0.00	0.00	2,176.71
	120717	01/28/2010		0.00	1,440.00	0.00	5,387.91
				0.00	1,440.00	0.00	51,508.02
Fullerton School District	120733	02/01/2010		0.00	0.00	0.00	222,068.82
				0.00	0.00	0.00	222,068.82
Gold Star Foods	120675	01/21/2010		0.00	140.10	0.00	140.10
	120678	01/22/2010		0.00	371.60	0.00	371.60
	120680	01/22/2010		0.00	27.69	0.00	27.69
	120685	01/26/2010		0.00	252.34	0.00	252.34
	120721	01/29/2010		0.00	2,760.02	0.00	2,760.02
	120727	01/29/2010		0.00	102.60	0.00	102.60
	120728	01/29/2010		0.00	6,272.18	0.00	6,272.18
	120729	01/29/2010		0.00	8,192.68	0.00	8,192.68
	120730	01/29/2010		0.00	102.60	0.00	102.60
	120731	01/29/2010		0.00	3,455.52	0.00	3,455.52
120735	02/01/2010		0.00	2,310.16	0.00	2,310.16	
				0.00	23,987.48	0.00	23,987.48
Green Mountain Coffee Roasters	120679	01/22/2010		0.00	1,232.60	0.00	1,232.60
				0.00	1,232.60	0.00	1,232.60
Joseph Webb Foods, Inc.	120676	01/21/2010		0.00	280.37	0.00	280.37
	120683	01/25/2010		0.00	121.75	0.00	121.75
	120719	01/29/2010		0.00	0.00	155.53	155.53
	120732	01/29/2010		0.00	512.55	0.00	512.55
				0.00	914.67	0.00	1,070.20
P & R	120667	01/20/2010		0.00	0.00	783.45	783.45
	120684	01/26/2010		0.00	0.00	105.30	105.30
	120718	01/29/2010		0.00	0.00	277.53	277.53
				0.00	0.00	1,166.28	1,166.28
Petty Cash	120689	01/26/2010		0.00	36.21	22.26	148.63
				0.00	36.21	22.26	148.63

\* Totals Are Rounded

Fullerton School District

Food Services

Date 02/02/2010

Time 08:29

PURCHASE ORDER SUMMARY

( 01/16/2010 - 02/01/2010 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Ramco Refrigeration	120666	01/19/2010		0.00	0.00	280.10	280.10
	120681	01/22/2010		0.00	0.00	1,578.71	1,578.71
				0.00	0.00	1,858.81	1,858.81
Swift Produce	120668	01/21/2010		0.00	0.00	318.36	318.36
	120669	01/21/2010		0.00	0.00	161.10	161.10
	120670	01/21/2010		0.00	55.20	519.81	575.01
	120671	01/21/2010		0.00	0.00	220.75	220.75
	120672	01/21/2010		0.00	0.00	260.35	260.35
	120673	01/21/2010		0.00	0.00	160.55	160.55
	120674	01/21/2010		0.00	0.00	335.30	335.30
	120736	02/01/2010		0.00	55.20	962.52	1,017.72
			0.00	110.40	0.00	2,938.74	3,049.14
The Popcorn Man	120690	01/27/2010		0.00	1,560.00	0.00	1,560.00
				0.00	1,560.00	0.00	1,560.00
Trade Supplies	120720	01/29/2010		0.00	0.00	279.71	279.71
				0.00	0.00	279.71	279.71
			0.00	45,340.96	1,468.25	279,823.27	326,632.48

\* Totals Are Rounded

Date 02/02/2010  
Time 08:26

Fullerton School District  
Food Services  
PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 01/16/2010 - 02/01/2010 )

Page 1

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120666	01/19/2010	Ramco Refrigeration Repair F-1 at Nutrition Ctr.	280	0	90
120667	01/20/2010	P & R	783	0	99
120668	01/21/2010	Swift Produce	318	0	90
120669	01/21/2010	Swift Produce	161	0	90
120670	01/21/2010	Swift Produce	575	88	90
120671	01/21/2010	Swift Produce	221	0	90
120672	01/21/2010	Swift Produce	260	0	90
120673	01/21/2010	Swift Produce	161	0	90
120674	01/21/2010	Swift Produce	335	0	90
120675	01/21/2010	Gold Star Foods	140	0	99
120676	01/21/2010	Joseph Webb Foods, Inc. Feb Lunch Menu	280	0	99
120677	01/21/2010	Campus Foods Feb Lunch Menu	137	0	99
120678	01/22/2010	Gold Star Foods	372	0	99
120679	01/22/2010	Green Mountain Coffee Roasters	1,233	0	99
120680	01/22/2010	Gold Star Foods Special Diets	28	0	99
120681	01/22/2010	Ramco Refrigeration Repair Walk-In Freezer at Nutrition Center	1,579	0	90
120682	01/22/2010	Chefs' Toys Chefs' Toys Quote # 1022548	1,203	0	90
120683	01/25/2010	Joseph Webb Foods, Inc. Salad Dept	122	0	99
120684	01/26/2010	P & R	105	0	99
120685	01/26/2010	Gold Star Foods	252	0	99
120686	01/26/2010	ASR Food Distributors, Inc.	1,608	0	99
120687	01/26/2010	Campus Foods	2,127	0	99
120688	01/26/2010	A & R Distributors ASSP Feb Menu	1,760	0	99

Date 02/02/2010  
Time 08:26

Fullerton School District  
Food Services  
PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 01/16/2010 - 02/01/2010 )

Page 2

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120689	01/26/2010	Petty Cash	149	0	90
		Petty Cash Replenishment			
120690	01/27/2010	The Popcorn Man	1,560	0	99
		ASSP Menu			
120691	01/27/2010	Campus Foods	909	0	99
		ASSP Menu			
120692	01/27/2010	Campus Foods	818	0	99
120693	01/27/2010	Campus Foods	558	0	99
120694	01/28/2010	Campus Foods	39	0	90
		Catering			
120695	01/28/2010	A & R Distributors	39	0	99
120696	01/28/2010	Campus Foods	37	0	99
120697	01/28/2010	Driftwood Dairy	1,102	0	10
		Dairy purchases for February, 2010			
120698	01/28/2010	Driftwood Dairy	1,668	0	11
		Dairy purchases for February, 2010			
120699	01/28/2010	Driftwood Dairy	2,340	0	12
		Dairy purchases for February, 2010			
120700	01/28/2010	Driftwood Dairy	1,454	0	13
		Dairy purchases for February, 2010			
120701	01/28/2010	Driftwood Dairy	1,632	0	15
		Dairy purchases for February, 2010			
120702	01/28/2010	Driftwood Dairy	2,165	0	16
		Dairy purchases for February, 2010			
120703	01/28/2010	Driftwood Dairy	3,057	0	17
		Dairy purchases for February, 2010			
120704	01/28/2010	Driftwood Dairy	1,009	0	18
		Dairy purchases for February, 2010			
120705	01/28/2010	Driftwood Dairy	2,554	0	19
		Dairy purchases for February, 2010			
120706	01/28/2010	Driftwood Dairy	3,759	0	20
		Dairy purchases for February, 2010			
120707	01/28/2010	Driftwood Dairy	3,257	0	21
		Dairy purchases for February, 2010			
120708	01/28/2010	Driftwood Dairy	3,272	0	22
		Dairy purchases for February, 2010			
120709	01/28/2010	Driftwood Dairy	1,448	0	23
		Dairy purchases for February, 2010			
120710	01/28/2010	Driftwood Dairy	1,781	0	24
		Dairy purchases for February, 2010			
120711	01/28/2010	Driftwood Dairy	4,115	0	25
		Dairy purchases for February, 2010			

Date 02/02/2010  
Time 08:26

Fullerton School District  
Food Services  
PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 01/16/2010 - 02/01/2010 )

Page 3

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120712	01/28/2010	Driftwood Dairy Dairy purchases for February, 2010	1,316	0	26
120713	01/28/2010	Driftwood Dairy Dairy purchases for February, 2010	1,454	0	27
120714	01/28/2010	Driftwood Dairy Dairy purchases for February, 2010	3,658	0	28
120715	01/28/2010	Driftwood Dairy Dairy purchases for February, 2010	2,905	0	29
120716	01/28/2010	Driftwood Dairy Dairy purchases for February, 2010	2,177	0	30
120717	01/28/2010	Driftwood Dairy Dairy purchases for February, 2010	6,828	0	90
120718	01/29/2010	P & R	278	0	99
120719	01/29/2010	Joseph Webb Foods, Inc.	156	0	99
120720	01/29/2010	Trade Supplies	280	0	99
120721	01/29/2010	Gold Star Foods March Breakfast	2,760	0	99
120722	01/29/2010	ASR Food Distributors, Inc. March Breakfast	820	0	99
120723	01/29/2010	ASR Food Distributors, Inc. March Lunch	1,032	0	99
120724	01/29/2010	ASR Food Distributors, Inc. March Lunch	2,794	0	99
120725	01/29/2010	Campus Foods March Lunch	738	0	99
120726	01/29/2010	Campus Foods March Lunch	1,554	0	99
120727	01/29/2010	Gold Star Foods March Lunch	103	0	90
120728	01/29/2010	Gold Star Foods march lunch	6,272	0	99
120729	01/29/2010	Gold Star Foods march lunch	8,193	0	99
120730	01/29/2010	Gold Star Foods march lunch	103	0	90
120731	01/29/2010	Gold Star Foods march lunch	3,456	0	99
120732	01/29/2010	Joseph Webb Foods, Inc. march lunch	513	0	99
120733	02/01/2010	Fullerton School District Estimated Payroll and District Expenses	222,069	0	90
120734	02/01/2010	Campus Foods	1,089	0	99

Date 02/02/2010  
Time 08:26

Fullerton School District  
Food Services  
P U R C H A S E O R D E R R E P O R T  
PO Type: All  
Purchase Date  
( 01/16/2010 - 02/01/2010 )

Page 4

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120735	02/01/2010	Gold Star Foods	2,310	0	99
120736	02/01/2010	Swift Produce	1,018	519	90



CONSENT ITEM

**DATE:** February 23, 2010

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

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

**PREPARED BY:** Suwen Su, Director, Business Services

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 72770 THROUGH 72965 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$1,484,570.21

Background: Board approval is requested for warrants numbered 72770 through 72965 for the 2009/2010 school year. The total amount presented for approval is \$1,484,570.21

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,452,517.66
12 Child Development	3,651.08
14 Deferred Maintenance	0
21 Building Fund	4,791.94
23 G.O. Bond 2002B	0
25 Capital Facilities	11,440.11
40 Special Reserve	0
68 Workers' Compensation	11,424.67
81 Property/Liability Insurance	744.75
Total	\$1,484,570.21

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 72770 through 72965 for the 2009/2010 school year in the amount of \$1,484,570.21.

GC:SS:ds

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Reynoso, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7451 THROUGH 7469 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$41,288.95**

Background: Board approval is requested for Nutrition Services warrants numbered 7451 through 7469 for the 2009/2010 school year. The total amount presented for approval is \$41,288.95.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 7451 through 7469 for the 2009/2010 school year totaling \$41,288.95.

GC:LR:dlh  
Attachment



Date 02/02/2010  
 Time 08:22

Fullerton School District

Food Services

( 01/16/2010 - 02/01/2010 )

C H E C K R E G I S T E R R E P O R T

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7463	01/25/2010	1	4710	23	2035317402	3327	Coca Cola Co.	Printed	142.20
7463	01/25/2010	1	4710	23	2036404003	3327	Coca Cola Co.	Printed	136.00
7463	01/25/2010	1	4710	20	2036404009	3327	Coca Cola Co.	Printed	169.90
7463	01/25/2010	1	4710	23	2056418001	3327	Coca Cola Co.	Printed	163.20
7463	01/25/2010	1	4710	17	2056624003	3327	Coca Cola Co.	Printed	136.00
									747.30
7464	01/25/2010	1	9322	99	149119	3012	Gold Star Foods	Printed	58.45
7464	01/25/2010	1	9320	99	150685	3012	Gold Star Foods	Printed	8,516.77
7464	01/25/2010	1	9320	99	150687	3012	Gold Star Foods	Printed	5,705.83
7464	01/25/2010	1	9322	99	150687-1	3012	Gold Star Foods	Printed	66.80
7464	01/25/2010	1	9320	99	150866	3012	Gold Star Foods	Printed	644.14
7464	01/25/2010	1	9322	99	152244	3012	Gold Star Foods	Printed	75.15
7464	01/25/2010	1	9322	99	152461	3012	Gold Star Foods	Printed	110.22
7464	01/25/2010	1	9322	99	154379	3012	Gold Star Foods	Printed	526.05
7464	01/25/2010	1	4710	90	155759	3012	Gold Star Foods	Printed	885.40
7464	01/25/2010	1	9320	99	155985	3012	Gold Star Foods	Printed	6,534.68
7464	01/25/2010	1	9320	99	155991	3012	Gold Star Foods	Printed	6,883.41
7464	01/25/2010	1	9320	99	155991-ADJ	3012	Gold Star Foods	Printed	-0.01
7464	01/25/2010	1	4710	90	156038	3012	Gold Star Foods	Printed	300.00
7464	01/25/2010	1	4710	90	156501	3012	Gold Star Foods	Printed	1,467.95
7464	01/25/2010	1	9322	99	157642	3012	Gold Star Foods	Printed	125.25
7464	01/25/2010	1	4710	90	159740	3012	Gold Star Foods	Printed	276.81
7464	01/25/2010	1	9322	99	160303	3012	Gold Star Foods	Printed	163.66
7464	01/25/2010	1	9322	99	163112	3012	Gold Star Foods	Printed	303.94
7464	01/25/2010	1	9320	99	163370	3012	Gold Star Foods	Printed	174.30
7464	01/25/2010	1	4710	90	163542	3012	Gold Star Foods	Printed	69.92
7464	01/25/2010	1	9322	99	164295	3012	Gold Star Foods	Printed	10.02
7464	01/25/2010	1	4710	90	165630-DM	3012	Gold Star Foods	Printed	858.40
7464	01/25/2010	1	4710	90	906638-CM	3012	Gold Star Foods	Printed	-887.40
									32,869.74
7465	01/25/2010	1	4320	11	012900	873	Phil Ryun Choung	Printed	34.75
									34.75
7466	01/25/2010	1	5210	90	01142010	4802	Premier Food Safety	Printed	114.00
									114.00
7467	01/25/2010	1	4710	90	523227	2378	Swift Produce	Printed	165.60
7467	01/25/2010	1	4710	90	523254	2378	Swift Produce	Printed	461.45
7467	01/25/2010	1	4710	90	523327	2378	Swift Produce	Printed	319.05
7467	01/25/2010	1	4710	90	523377	2378	Swift Produce	Printed	391.36
7467	01/25/2010	1	4710	90	523421	2378	Swift Produce	Printed	278.75

Date 02/02/2010  
 Time 08:22

Fullerton School District

Food Services

( 01/16/2010 - 02/01/2010 )

C H E C K R E G I S T E R R E P O R T

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7467	01/25/2010	1	4710	90	523429	2378	Swift Produce	Printed	37.95
7467	01/25/2010	1	4710	90	523535	2378	Swift Produce	Printed	884.10
7467	01/25/2010	1	4710	90	523559-CM	2378	Swift Produce	Printed	-61.20
7467	01/25/2010	1	4710	90	523561-CM	2378	Swift Produce	Printed	-20.40
7467	01/25/2010	1	4710	90	523564	2378	Swift Produce	Printed	488.63
7467	01/25/2010	1	4710	90	523658	2378	Swift Produce	Printed	190.15
7467	01/25/2010	1	4710	90	523718	2378	Swift Produce	Printed	24.95
7467	01/25/2010	1	4710	90	523735	2378	Swift Produce	Printed	73.65
7467	01/25/2010	1	4710	90	523835	2378	Swift Produce	Printed	112.76
7467	01/25/2010	1	4710	90	523839	2378	Swift Produce	Printed	751.25
7467	01/25/2010	1	4710	90	523908	2378	Swift Produce	Printed	377.35
7467	01/25/2010	1	4710	90	524010	2378	Swift Produce	Printed	291.07
7467	01/25/2010	1	4710	90	524033	2378	Swift Produce	Printed	71.55
7467	01/25/2010	1	4710	90	524044	2378	Swift Produce	Printed	165.60
7467	01/25/2010	1	4710	90	524113	2378	Swift Produce	Printed	174.80
7467	01/25/2010	1	4710	90	524148	2378	Swift Produce	Printed	13.90
7467	01/25/2010	1	4710	90	524164	2378	Swift Produce	Printed	94.25
7467	01/25/2010	1	4710	90	524197-CM	2378	Swift Produce	Printed	-12.90
7467	01/25/2010	1	4710	90	524517	2378	Swift Produce	Printed	1,621.20
									-----
									6,894.87
7468	01/25/2010	1	4320	12	012901	874	Wilhelmina L. Torres	Printed	12.25
									-----
									12.25
7469	01/26/2010	1	4312	90	012912	4523	Petty Cash	Printed	148.63
			4351						
			4710						
			5220						
									-----
									148.63
									-----
									Active Checks 41,288.95
									Voided Checks 0.00
									-----
									Total Checks 41,288.95

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Kathleen Carroll, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENT

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

Nasser Ivan Salame – Classes taken through California State University, Fullerton. Criminal Justice classes: 385-Minorities and Crime, 425-Juvenile Justice Administration, 430-Women and Crime, and Human Services 380-Theories and Techniques Counseling. Total amount payable \$500.00.

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Employees must request approval prior to program participation. Acceptable proof of incurred costs and program completion are also required.

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

Recommendation: Approve Classified tuition reimbursement.

MD:KC:ph

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Becky Silva, Assistant Director, Business Services  
Rachel Grantham, Financial Analyst, Business Services  
**SUBJECT:** APPROVE THE REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS, FORM J-13A

Background: California Education Code 46392(b) allows school districts to claim the loss of Average Daily Attendance (ADA) when the State suffers an emergency such as floods, mud slides, fires, etc., and the Governor declares a state of emergency as a result of these occurrences. These types of emergencies provide an opportunity for school districts to minimize the financial impact of the loss in ADA through a waiver process.

Rationale: On January 18, 2010, due to rainstorms and flooding, the Governor declared a state of emergency in six counties in California, including Orange County. Student attendance suffered a material decrease of 187.08 days from January 19 through January 22, 2010, resulting in a loss of revenue in the amount of \$27,959.00 in State Aid funding through the Revenue Limit. In order to claim the lost revenue, Waiver Form J13A must be filed with the Orange County Department of Education for approval prior to submission to the California Department of Education.

Funding: Not applicable.

Recommendation: Approve the Request for Allowance of Attendance because of Emergency Conditions, Form J-13A.

GC:BS:RG:ds  
Attachment

**REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS  
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: Fullerton School District

School District (or Charter School) Address: 1401 West Valencia, Fullerton, CA 92833

County-District Code: 30 66506

County Name: Orange

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education  
School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.



**SCHOOL CLOSURE**

Nature of Emergency (describe):

Name of School(s):  
(if request covers all schools, write "all schools")

School Code(s):

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

**MATERIAL DECREASE**

Nature of Emergency (describe):

Rain storms in Fullerton for the week of January 18<sup>th</sup> 2010. The Governor declared a state of emergency throughout California the week of January 18, 2010, in six counties—Los Angeles, Orange, Riverside, San Bernardino, San Francisco, and Siskiyou.

Name of School:

(if request covers all schools, write "all schools")

All schools

School Code(s):

6028005

6028013

6028021

6085286

6028039

6028054

6028062

6028070

6028088

6113617

6028104

6028112

6028120

6028138

6028146

0102582

6028153

6028161

6028179

6028195

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) January 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup> and 22<sup>nd</sup> 2010 during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): 12,816.83 students per day. Estimated daily attendance multiplied by number of days of material decrease, yields 51,267.32 days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):

ADA for school month beginning on September 28, 2009 and ending on October 23, 2009

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
<b>Acacia</b>	<b>1/19/10- 1/22/10</b>	531.25
<b>Beechwood</b>	<b>1/19/10- 1/22/10</b>	549.00
<b>Beechwood</b>	<b>1/19/10- 1/22/10</b>	293.50
<b>Commonwealth</b>	<b>1/19/10- 1/22/10</b>	342.25
<b>Fern</b>	<b>1/19/10- 1/22/10</b>	516.25
<b>Fisler</b>	<b>1/19/10- 1/22/10</b>	873.25
<b>Golden Hill</b>	<b>1/19/10- 1/22/10</b>	678.00
<b>Hermosa</b>	<b>1/19/10- 1/22/10</b>	446.00
<b>Laguna Road</b>	<b>1/19/10- 1/22/10</b>	605.50
<b>Maple</b>	<b>1/19/10- 1/22/10</b>	402.00
<b>Orangethorpe</b>	<b>1/19/10- 1/22/10</b>	688.75
<b>Pacific Drive</b>	<b>1/19/10- 1/22/10</b>	622.50
<b>Raymond</b>	<b>1/19/10- 1/22/10</b>	435.50
<b>Richman</b>	<b>1/19/10- 1/22/10</b>	704.75
<b>Rolling Hills</b>	<b>1/19/10- 1/22/10</b>	551.25
<b>Sunset Lane</b>	<b>1/19/10- 1/22/10</b>	711.00
<b>VP</b>	<b>1/19/10- 1/22/10</b>	637.75
<b>Woodcrest</b>	<b>1/19/10- 1/22/10</b>	415.50
<b>Ladera Vista</b>	<b>1/19/10- 1/22/10</b>	888.00
<b>Nicolas</b>	<b>1/19/10- 1/22/10</b>	752.75
<b>Parks</b>	<b>1/19/10- 1/22/10</b>	985.00
		<u>12,630</u>

**LOST OR DESTROYED ATTENDANCE RECORDS**

We request the use of estimated attendance in lieu of attendance that cannot be verified because of the loss or destruction of attendance records. This request is made in accordance with Section 46391. The entire period covered by the lost or destroyed records commences with \_\_\_\_\_, 2\_\_\_\_, up to and including, \_\_\_\_\_, 2\_\_\_\_\_.

Describe circumstances and extent of records loss or destruction:

Describe how it is proposed to reconstruct attendance records or estimate attendance in the absence of records:

**AFFIDAVIT OF GOVERNING BOARD MEMBERS**

We, members constituting a majority of the governing board of the Fullerton School District, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

_____	_____
Beverly Berryman	
_____	_____
Ellen Ballard	
_____	_____
Minard Duncan	
_____	_____
Hilda Sugarman	
_____	_____
Lynn Thornley	
_____	_____
_____	_____
Printed Names	Signatures

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this 23rd day of February, 2010.

\_\_\_\_\_  
Signature, President of the Board of Trustees

\_\_\_\_\_  
Signature, Clerk of the Board of Trustees

of Orange County, California

Contact/Individual responsible for preparing this form:

Name: Rachel Grantham Title: Financial Analyst

Phone: 714 447-2882 Fax : 714 447-2883 E-mail: rachel\_grantham@fsd.k12.ca.us

.....

**AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn (or affirmed) before me, this \_\_\_\_ day of \_\_\_\_\_, 2010.

Signature, Title \_\_\_\_\_

of \_\_\_\_\_ County, California

Contact/Individual responsible for preparing this form:

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

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail \_\_\_\_\_

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **ADOPT RESOLUTION #09/10-13 PROCLAIMING MARCH 7 - 13, 2010 AS WEEK OF THE ADMINISTRATOR IN THE FULLERTON SCHOOL DISTRICT**

Background: Each year, the State of California designates one week as Week of the Administrator with the intent of honoring Administrators throughout the State at the same time. This year, Week of the Administrator is March 7 - 13, 2010.

The impact of participating in a statewide effort for the Week of the Administrator enhances the celebration. The Board of Trustees initiates the District's recognition by adopting a resolution proclaiming the week of March 7 - 13, 2010 as Week of the Administrator.

Rationale: The Board of Trustees adopts a resolution to honor administrators across the District.

Funding: Not applicable.

Recommendation: Adopt Resolution #09/10-13 proclaiming March 7 - 13, 2010 as Week of the Administrator in the Fullerton School District.

MLD:lem  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION #09/10-13  
PROCLAIMING MARCH 7 - 13, 2010 AS  
“WEEK OF THE ADMINISTRATOR”**

**WHEREAS**, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

**WHEREAS**, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

**WHEREAS**, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

**WHEREAS**, Providing quality service for student success is paramount for the profession; and

**WHEREAS**, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

**WHEREAS**, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing, and public administration; and

**WHEREAS**, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials, and district and county staff and resources – to promote ongoing student achievement and school success; and

**WHEREAS**, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

**WHEREAS**, The State of California has declared the first full week of March as the “Week of the School Administrator” in Education Code 44015.1; and

**WHEREAS**, The future of California’s public education system depends upon the quality of its leadership; now therefore

**BE IT RESOLVED**, by the Association of California School Administrators that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 23rd day of February, 2010 by:

\_\_\_\_\_  
Beverly Berryman, President

\_\_\_\_\_  
Ellen Ballard, Vice President

\_\_\_\_\_  
Minard Duncan, Clerk

\_\_\_\_\_  
Hilda Sugarman, Member

\_\_\_\_\_  
Lynn Thornley, Member



CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE STUDENT TEACHING/SUPERVISED FIELDWORK AGREEMENT WITH BRANDMAN UNIVERSITY, COMMENCING FEBRUARY 23, 2010 THROUGH JUNE 30, 2015**

Background: Brandman University is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with other universities and colleges. The University will pay the District for providing master teachers to student teachers. The University determines the rate of the stipend, which will be calculated on the rate of \$350.00 per semester unit per student.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of a school district is authorized to enter into agreement with a university or college, accredited by the State Board of Education as a teacher education institution, to provide student teaching opportunities to students enrolled in the student teaching program.

Funding: Not applicable.

Recommendation: Approve Student Teaching/Supervised Fieldwork Agreement with Brandman University, commencing February 23, 2010 through June 30, 2015.

MLD:lem  
Attachment



## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input type="checkbox"/>
SCHOOL COUNSELING	<input type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Fullerton School District, hereinafter called "DISTRICT."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- A. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the DISTRICT, the activities of each student assigned to DISTRICT and student fieldwork experience.
- B. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the DISTRICT as per arrangement between the UNIVERSITY faculty or staff member and the DISTRICT supervisor.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the DISTRICT in an amount not to exceed the actual cost of the services rendered by the DISTRICT per Appendix A.

### II. RESPONSIBILITIES OF THE DISTRICT

- A. The DISTRICT shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The DISTRICT staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the DISTRICT or involving employees or agents of the DISTRICT, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The DISTRICT staff will provide, upon request by any participating student, such reasonable accommodations at the DISTRICT as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the DISTRICT'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The DISTRICT staff shall comply with APPENDIX B regarding the DISTRICT'S supervision of UNIVERSITY students.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The DISTRICT shall provide field experiences in such schools or classes of the DISTRICT and under the direct supervision and instruction of such employees of the DISTRICT, as specified by the duly authorized representatives of the DISTRICT and the UNIVERSITY.
- B. The DISTRICT may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the DISTRICT in writing. Prior to removal of a student, the DISTRICT shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the DISTRICT at any time, and may do so if the DISTRICT so requests in writing with a statement of reasons why the DISTRICT desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The DISTRICT agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the DISTRICT for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of

\$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

DISTRICT CONTACT INFORMATION:

Fullerton School District  
1401 W Valencia Dr  
Fullerton, CA 92833  
Attn: Mark Douglas  
Assistant Superintendent of  
Personnel Services  
Tel: (714) 447-7450

UNIVERSITY CONTACT INFORMATION:

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: Ellen Curtis-Pierce, Ph.D.  
Associate Vice Chancellor of  
Professional Accreditation & Faculty  
Development  
Tel: (949) 341-9880

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

**IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective February 23, 2010 and shall continue in full force and effect through June 30, 2015. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- A. THIS AGREEMENT may be terminated by either the UNIVERSITY or the DISTRICT with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the DISTRICT.

**SIGNATURES:**

DISTRICT:                      Signature: Mark L. Douglas  
Name: Mark L. Douglas  
Title: Asst. Superintendent of Personnel Svcs.  
Date: \_\_\_\_\_

UNIVERSITY:                      Signature: \_\_\_\_\_  
Name: Gary Brahm  
Title: Chancellor  
Date: \_\_\_\_\_

Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 350.<sup>00</sup> Master Teacher stipend per nine (9) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 350.<sup>00</sup> Master Teacher stipend per nine (9) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

**METHOD OF PAYMENT:** Stipend is to be paid directly to the school district.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, DISTRICT shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the DISTRICT for any reason after the student has been in the field experience for a minimum of two weeks, DISTRICT shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the DISTRICT shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the DISTRICT under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the DISTRICT who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the DISTRICT who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of nine (9) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of nine (9) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the DISTRICT shall be for a two nine (9) week session as mutually agreed between the UNIVERSITY and DISTRICT.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the DISTRICT shall be for a single nine (9) week session as mutually agreed between the UNIVERSITY and DISTRICT.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at DISTRICT shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper DISTRICT officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

### **School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- C. The DISTRICT shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The DISTRICT in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the DISTRICT to provide concurrent supervision for more than two interns or students.
- E. The DISTRICT shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The DISTRICT supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The DISTRICT shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

### **School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:



- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about individual differences and student diversity.
- E. The DISTRICT shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The DISTRICT in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in school Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the DISTRICT to provide concurrent supervision for more than two interns or students.
- G. The DISTRICT shall ensure that the student receives an average of one hour of individual or one and a half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The DISTRICT supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The DISTRICT shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration:**

- A. The DISTRICT shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The DISTRICT shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The DISTRICT supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE FULLERTON SCHOOL DISTRICT PROPOSAL TO NEGOTIATE A SUCCESSOR AGREEMENT WITH THE FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA) FOR 2010-2013 SCHOOL YEARS

Background: Meetings and negotiations shall not take place on a proposal until the public has been given a reasonable amount of time to address the Board of Trustees and present their comments during the Public Comment period of the Board meeting.

The current Agreement with FETA expires on June 30, 2010. Negotiations for a Successor Agreement will begin with FETA no later than the agreed upon date of March 8, 2010. Once FETA's and the District's initial proposals have been submitted, the collective bargaining process may begin.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented at a public meeting, "sunshine."

Funding: Not applicable.

Recommendation: Approve Fullerton School District proposal to negotiate a Successor Agreement with Fullerton Elementary Teachers Association (FETA) for 2010-2013 School Years.

MLD:lem  
Attachment

FULLERTON SCHOOL DISTRICT  
INITIAL PROPOSAL TO FETA  
2010-2013 Successor Agreement  
February 23, 2010

The Parties agreed to re-open for 2010-2013 Successor Agreement by March 2010. The District intends to review the entire agreement with particular emphasis on the following areas:

**ARTICLE 5: ASSOCIATION RIGHTS**

H. The Association president may receive paid release time for up to one-half a full time unit position. Such release time shall only be used for Association business as it relates to the District. The object of the leave is to enhance communication between the District and the Association. Consequently such release time shall not be used for any purpose, which is in conflict with other provisions of the Agreement. The assignment held by the Association president must be conducive to the release time assignment requested. If not, the assignment shall be changed by mutual agreement of the parties. The Association president, whose work year is split between release time, and work time, as provided by this section, shall not use any work time for Association business.

**ARTICLE 8: HOURS OF EMPLOYMENT**

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

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

**ARTICLE 9: WORK YEAR**

The District has an interest in reviewing the certificated work year in an order to maintain fiscal solvency for 2010-2013 school year.

**ARTICLE : 10 TRANSFERS**

D. District Initiated Transfer

A transfer may be initiated by the District for any of the following reasons:

1. Change in enrollment or staffing ratios;
2. Need for teachers specially credentialed and/or trained;
3. Need to move a teacher whose evaluation is negative to another evaluator or another environment to facilitate improvement with such transfer basis not to be used in consecutive years.
4. The welfare of the students or the welfare of the employee.

When the District initiates a transfer, the unit member shall be provided with information to support the reason(s) for the transfer. At the request of the employee, a conference will be held with the Assistant Superintendent of Personnel.

Teachers subject to district-initiated transfers shall have the right to indicate preference from a list of vacancies.

In the event that transfer is necessitated by decrease in enrollment, the Immediate Administrator shall first determine if there are volunteers for transfer. If there are no volunteers, the Immediate Administrator shall use the following criteria in designating the transferee:

1. Credentials to perform the required services in remaining positions;
  2. Specialized training and experience needed in a particular assignment;
  3. All other factors being equal, the teacher with the least District seniority shall be transferred.
- Whenever the District determines that a teacher is to be involuntarily transferred, the teacher shall be notified in writing within ten (10) days.

#### **ARTICLE: 11 EVALUATION PROCEDURES**

The District has an interest in exploring options to make the evaluation process more meaningful to employees and in alignment with State and Federal focus within the "Race to the Top" philosophy.

#### **ARTICLE 12: PEER ASSISTANCE AND REVIEW**

The Association and the District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers participating in the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. The District has a further interest in reviewing all aspects of the program due to reductions in funding and to facilitate removal of teachers who demonstrate little or no improvement after formal participation within the program.

#### **ARTICLE 13: LEAVES OF ABSENCE**

A. Sick Leave with Pay

3. Procedure: A teacher who will be absent should notify the Principal or designee as soon as it is known that the teacher will be absent and no later than one and one-half (1-1/2) hours, if possible, before the teacher is to report for duty. Such notice shall be made by using the substitute reporting system. Teachers becoming aware of the need for absence due to surgery, maternity, or predictable or prior scheduled cause shall submit a statement to the administration as far in advance of the initial disability date as possible.

C. Personal Necessity

1. Definition. Personal necessity means any business, civic, or personal activity, which cannot be conducted before or after the school day. Personal travel, vacations, and recreational activities not directly related to professional responsibilities are not acceptable use of such time.

#### **ARTICLE 14: CLASS SIZE**

The District has an interest in reviewing the certificated class size ratios for 2010-2013 school years in order to maintain fiscal solvency.

#### **ARTICLE 16: SALARIES**

The District has interest in negotiating a reduction in salaries and salary schedules for the 2010-2013 school year in order to maintain fiscal solvency for the District.

#### **ARTICLE 17: FRINGE BENEFITS**

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

v) Effective May 1, 2003, the District will waive the employee's share of premiums for employees with spouses who work in the District, are eligible for insurance coverage, and are not enrolled in their own plan. Employees with spouses within the District will not be double covered.

## **ARTICLE 21: MENTOR TEACHER**

The mentor program is no longer functioning. The article should be deleted and any references to the program should be restructured within the individual program.

## **ARTICLE 23: EARLY RETIREMENT**

A. Group medical insurance coverage shall be provided for by the District for teachers who have at least ten (10) years service in the Fullerton School District (FSD) and are retired from FSD at age 55 or older, and who retire under the State Teachers Retirement System (STRS), or the Public Employees Retirement System (PERS).

B. This provision will apply only to those employees who remain fully retired as defined by the appropriate retirement system until the employee reaches age 65 or becomes Medicare eligible when this benefit will cease. All benefits will cease with the death of the employee.

C. Eligible retired employees may select any medical plan, up to the cost of the PPO single plan. If a less expensive plan is selected, the retiree has the option of spending the difference on spousal coverage and paying remaining cost for two-party coverage on a monthly basis.

D. In order for a spouse to be covered they must have been covered by the employee by the end of open enrollment of any school year in which they retire.

## **ARTICLE 29: MISCELLANEOUS PROVISIONS**

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

## **ARTICLE 30: RE-OPENERS**

A. Negotiations During the Term of the Contract

1. Total Compensation: The parties agree that compensation in the form of both Salaries, Article 16 and Fringe Benefits, Article 17, shall be determined in years two and three of this Agreement by using the combination of both of these forms of compensation when comparing to the market. The parties shall not use either salary data or fringe benefit data alone to draw conclusions about the relative position of the District to its comparator agencies, i.e., the elementary districts in Orange County.

## **ARTICLE 31: SUMMER SCHOOL**

A The selection of teachers for summer schools will apply to the following programs:

1. Regular education, including junior high proficiency, elementary remedial, and ESL/language acquisition.

2. Special education (extended year).

3. ~~School age child care.~~

B. A teacher may apply to teach in any and all programs for which he/she holds the appropriate credential.

C. The selection process will consist of the following steps and timeline when feasible:

1. Notice of certificated vacancies will be sent to all sites for posting during the first week in March.

CONSENT ITEM

**DATE:** February 23, 2010

**TO:** Board of Trustees

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

**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent

**SUBJECT:** **APPROVE AMENDMENT NO. 1 TO SERVICES AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND BLACKBOARD CONNECT INC. FOR THE BLACKBOARD CONNECT FOR TEACHERS SERVICE FOR LADERA VISTA JUNIOR HIGH SCHOOL EFFECTIVE FEBRUARY 23, 2010 TO JUNE 30, 2011**

Background: In June 2009, the Board of Trustees approved a new three-year contract with Blackboard Connect Inc. (aka *Connect-ED*) effective July 1, 2009 through June 30, 2012.

Due to the successful implementation and Districtwide use of this parent notification system, Ladera Vista Junior High School has investigated purchasing the Blackboard Connect for Teachers Service which will enable teachers to send pre-recorded telephone messages to parents of students. There are over 500 pre-recorded messages in English and more than 200 languages. Use of this service by Ladera Vista Junior High School would allow staff members the opportunity to reach out and connect quickly to parents and students with reminders about upcoming assignments and tests, as well as the ability to send positive comments and news. Principal John Albert believes that this service will strengthen the connection between teachers and parents as they continue to partner with the parent community in the education of all students.

Rationale: The *Connect-ED* parent notification system has provided web-based automated contacts with parents concerning student absences. It has also allowed messages to be sent to remind parents of important dates, changes in schedules, and most importantly, information about emergency situations. The Blackboard Connect for Teachers Service will extend the connection between the Ladera Vista Junior High School staff and parents.

Funding: Cost of service paid with Ladera Vista Junior High School budgets as follows:  
February 23, 2010 to June 30, 2010 – 30% from #345, 70% from #102  
July 1, 2010 to June 30, 2011 – 30% from #345, 70% from #102.

Recommendation: Approve Amendment No. 1 to Services Agreement between the Fullerton School District and Blackboard Connect Inc. for the Blackboard Connect for Teachers Services for Ladera Vista Junior High School effective February 23, 2010 to June 30, 2011.

MH:ki  
Attachment



AMENDMENT No. 1 to SERVICES AGREEMENT

This Amendment Agreement ("Amendment No. 1"), is made to the Services Agreement ("Agreement"), dated May 15, 2009 ("Effective Date") by and between Blackboard Connect Inc., a Delaware corporation formerly known as The NTI Group, Inc. ("Blackboard Connect"), and Fullerton School District ("Customer"). The Customer and Blackboard Connect may hereinafter be collectively referred to as the "Parties" or individually, as the "Party".

For good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged by the Parties, on this date, February 23, 2010 ("Amendment No. 1 Date"), Blackboard Connect and the Customer agree to modify the Agreement in the manner specified below.

- 1. A new Section 10 is added to the end of the Agreement to read as follow:

The Blackboard Connect For Teachers Service. The Customer for the sole and exclusive use by Ladera Vista Junior High School may use the Blackboard Connect for Teachers service pursuant to this Section for the period February 23, 2010 to June 30, 2011 ("Teacher Initial Term"). Blackboard Connect for Teachers will enable teachers to send pre-recorded telephone comments to parents of students in a designated language. Blackboard Connect will provide support to a designated administrator ("Teacher Champion") at the Customer institution.

a. Notifications.

- i. For the period February 23, 2010 to June 30, 2010 of the Teacher Initial Term, Customer will pay \$282.92 for 10,000 Blackboard Connect for Teachers notifications ("Maximum Notification"). For the period July 1, 2010 to June 30, 2011 of the Teacher Initial Term, Customer will pay \$810.90 for 20,000 Blackboard Connect for Teachers notifications per year ("Maximum Notifications"). Unused notifications in any period or year will not rollover to the following period or year and will expire. To send Blackboard Connect for Teachers notifications in excess of the Maximum Notifications, the Customer agrees to contact Blackboard Connect for additional pricing.
- ii. For the sole purpose of this Amendment No. 1, Ladera Vista Junior High School will be invoiced.
- iii. Payment Terms. Fees due, if any, will be invoiced upon execution of this Agreement and is due within 30 days of invoicing. Fees for usage above the Maximum Notifications will be due no later than thirty (30) days after the date of an invoice from Blackboard Connect. Late payments may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law. The fees hereunder do not include any sales, use, or other taxes, government fees or levies on the provision of the Service. Customer will be responsible for payment of all applicable taxes, fees or levies, unless the Customer is exempt therefrom and provides Blackboard Connect with a copy of Customer's tax exemption certificate or number. All payments to Blackboard Connect shall be made without any deduction or withholding, unless required by applicable law in which the Customer shall ensure that the net amount actually received by Blackboard Connect from the Customer equals the full amount Blackboard Connect would have received had no such deduction or withholding been required.

- 2. Unless otherwise defined herein, capitalized terms used shall have the same meaning as set forth in the Agreement. Except as otherwise set forth herein, all terms and conditions of the Agreement will continue in full force and effect as set forth therein and amended hereby.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the Amendment No. 1 Date.

Blackboard Connect Inc.	Fullerton School District for the sole and exclusive use by Ladera Vista Junior High School.
Signature: _____	Signature: _____
Name: _____	Name & Title: _____
Address: Blackboard Inc. 650 Massachusetts Ave NW, 6th floor Washington DC 20001-3796 Tel: (202) 463-4860 ext 2463 or ext 2592 Fax: 8184500425 Email: <a href="mailto:Toni.Long@blackboard.com">Toni.Long@blackboard.com</a>	Address: 1700 E Wilshire Avenue Fullerton, CA 92831 Tel: (714) 447-7765 Email: <a href="mailto:John_Albert@fsd.k12.ca.us">John_Albert@fsd.k12.ca.us</a> Fax: _____

CONSENT ITEM

**DATE:** February 23, 2010

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

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

**SUBJECT:** **APPROVE CONSULTANT AGREEMENT ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS (ALS), INC. FOR THE 2009/2010 SCHOOL YEAR TO PROVIDE ADDITIONAL SUPPORT TO DISTRICT TEACHERS FOR CALIFORNIA GATEWAY'S INTENSIVE INTERVENTION PROGRAM**

Background: Action Learning Systems, Inc., a California Department of Education approved SB 472 provider for English Language Arts: Steck-Vaughn California Gateway's, conducted a five-day professional development training during July 2009, and a three-day professional training in January 2010, for Fullerton School District 4–8 grade teachers who are teaching the intervention program. An additional five days for follow-up training and support is beneficial to staff to ensure faithful and successful implementation of the program. ALS instructors knowledgeable with the instructional materials and strategies will work with staff to increase teacher content knowledge to support student achievement.

Rationale: Teachers from Program Improvement Schools and Special Education will benefit from extensive training for the newly adopted English Language Arts, California Gateway's Intensive Intervention program.

Funding: Cost is not to exceed \$10,000.00 to be paid from Title I (#213) American Recovery and Reinvestment Act (ARRA) District restricted funds.

Recommendation: Approve Consultant Agreement Addendum between Fullerton School District and Action Learning Systems (ALS), Inc. for the 2009/2010 school year to provide additional support to District teachers for California Gateway's Intensive Intervention program.

JM:sa  
Attachment



ADDENDUM #1

CONSULTANT AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS, INC

This addendum is to increase the amount originally agreed upon and Board approved on November 17, 2009 to include five additional days for coaching and training, evaluation, and classroom support at a rate of 2,000.00 per day, not to exceed \$10,000.00.

Original amount of Agreement: \$10,000.00

Requested Increase: \$10,000.00

Total Amended Cost: \$20,000.00

The budget number for all expenses is from the American Reinvestment and Recovery Act (ARRA) budget #0121352101-5805.

THIS AGREEMENT IS ENTERED INTO THIS 23<sup>rd</sup> Day of February 2010.

\_\_\_\_\_  
Mitch Hovey, Ed.D., District Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kit Marshall  
President  
Action Learning Systems, Inc.

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Becky D'Arrigo, Coordinator, Educational Services  
**SUBJECT:** APPROVE CONSULTANT AGREEMENT FOR DEANA HIPPIE TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING IN WRITING AT ORANGETHORPE SCHOOL ON MARCH 3, 2010

Background: In support of the Single Plan for Student Achievement at Orangethorpe School, it is requested that Ms. Deana Hippie provide professional development to support staff in improving the writing program school wide to meet the California Content Standards. Professional development activities will be presented to Orangethorpe's K-6 staff in support of moving all students to proficiency in the area of writing.

Ms. Deana Hippie is an educational consultant with expertise in writing.

Rationale: The staff at Orangethorpe School is committed to continuing their professional development focus on writing to strengthen instructional practices and to support student learning across all content areas.

Funding: Cost not to exceed \$600.00 to be paid from PAR funds (#306) to provide staff training.

Recommendation: Approve Consultant Agreement for Deana Hippie to provide professional development training in writing at Orangethorpe School on March 3, 2010.

JM:BD:ts  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Deana Hippie, (address on file)**, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

**Provide professional development training in writing to Orangethorpe School K-6 staff to meet the California Content Standards.**

Services shall be provided by **Deana Hippie**.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **March 3, 2010**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **six hundred Dollars (\$600.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed six hundred dollars (\$600.00) per day. All duplicating expenses incurred for reproducing workshop materials will be paid by Orangethorpe School. Any travel expenses shall be pre-approved in writing by the**

## **DISTRICT.**

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

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

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

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

9. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold

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

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

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

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

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

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

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

AGREEMENT.

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

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

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

**DISTRICT:**

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

**CONSULTANT:**

**Deana Hippie (address on file)**

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

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or

provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 23rd DAY of February 2010

Fullerton School District  
(Name of District)

**Deana Hippie**  
(Consultant Name)

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**Deana Hippie**  
Typed Name

Superintendent  
Title

\_\_\_\_\_  
Title

**On File**  
Social Security or Taxpayer ID #

CONSENT ITEM

**DATE:** February 23, 2010

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

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

**PREPARED BY:** Ron Mullins, Supervisor, Purchasing and Stores

**SUBJECT:** **APPROVE AUTHORIZATION TO USE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT NO. 3-09-00-0493B, SUPPLEMENT NO. 1, AWARDED TO LOGICAL CHOICE TECHNOLOGIES, INC., FOR THE PURCHASE AND WARRANTY OF HARDWARE AND SOFTWARE, AND INSTALLATION AND TRAINING SERVICES, LISTED ON ATTACHMENT B OF THE CMAS CONTRACT**

Background: The Board of Trustees of the Fullerton School District approved the above subject Contract on April 21, 2009, for the purchase of high technology equipment such as electronic white boards (manufactured by Promethean) and associated audio and video classroom equipment. Supplement No. 1 extends this CMAS Contract from December 31, 2009 to December 31, 2010 and includes updated contract pricing. All other terms, conditions, and provisions of this contract remain unchanged. Assembly Bill 1684 added Public Contract Code section 10298 which specifically authorizes local agencies to contract with suppliers who are awarded CMAS Contracts without further competitive bidding. The District pays the Department of General Services a 2.06% fee, prior to adding sales tax, for purchasing from the CMAS Contract.

Rationale: When required, electronic white boards and other associated audio and video equipment will be purchased under the terms and conditions of CMAS Contract No. 3-09-00-0493B.

Funding: Multiple funding sources may be used throughout the life of this Contract.

Recommendation: Approve authorization to use State of California Multiple Award Schedule (CMAS) Contract No. 3-09-00-0493B, Supplement No. 1, awarded to Logical Choice Technologies, Inc., for the purchase and warranty of hardware and software, and installation and training services, listed on Attachment B of the CMAS Contract.

GC:RM:ds  
Attachment



PEPPM™ Technology Bidding and Purchasing Program		Pricelist Template				Effective October 1, 2009	
<b>Official Vendor Line-Item Price Submission Form</b>							
Product Line:	Promethean Activboard interactive whiteboard						
Awarded Vendor:	Promethean Inc.						
Product Description:	interactive whiteboard, voting devices, remote slate, & software						
Vendor SKU	Product Name	Product Description	Current Price	Unit of Measure	ManufacturerName	ManufacturerSKU	
	ACTIVBOARD 300 (Available through Channel Partners)						
AB395PUS	ActivBoard 395PRO (300 PRO Series 95" ActivBoard)	ActivArena 50 Included. ActivInspire Professional Edition available FOC via download.	\$ 1,804.05	each	Promethean Inc.	AB395PUS	
AB387PUS	ActivBoard 387PRO (300 PRO Series 87" ActivBoard)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download.	\$ 1,425.05	each	Promethean Inc.	AB387PUS	
AB378PUS	ActivBoard 378PRO (300 PRO Series 78" ActivBoard)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download.	\$ 1,234.05	each	Promethean Inc.	AB378PUS	
AB395	ActivBoard 395 (300 Series 95" ActivBoard)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 1,614.05	each	Promethean Inc.	AB395	
AB387	ActivBoard 387 (300 Series 87" ActivBoard)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 1,234.05	each	Promethean Inc.	AB387	
AB378	ActivBoard 378 (300 Series 78" ActivBoard)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 1,044.05	each	Promethean Inc.	AB378	
	ActivBoard+2 Height Adjustable System						
AB23395PUS20A	Adjustable 395PRO with LCD Projector (Orange)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download.	\$ 4,179.05	each	Promethean Inc.	AB23395PUS20A	
AB23395PUS20AS	Adjustable 395PRO with LCD Projector (Silver)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download.	\$ 4,179.05	each	Promethean Inc.	AB23395PUS20AS	
AB23395PUS25	Adjustable 395PRO with DLP Projector (Grey)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download.	\$ 4,179.05	each	Promethean Inc.	AB23395PUS25	
AB23387PUS20A	Adjustable 387PRO with LCD Projector (Orange)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download.	\$ 3,884.05	each	Promethean Inc.	AB23387PUS20A	

Vendor SKU	Product Name	Product Description	Current Price	Unit of Measure	ManufacturerName	ManufacturerSKU
AB23F378PUS20A	Fixed 378PRO with LCD Projector (Orange)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download	\$ 3,039.05	each	Promethean Inc.	AB23F378PUS20A
AB23F378PUS20AS	Fixed 378PRO with LCD Projector (Silver)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download	\$ 3,039.05	each	Promethean Inc.	AB23F378PUS20AS
AB23F378PUS25	Fixed 378PRO with DLP Projector (Grey)	ActivArena 50 included. ActivInspire Professional Edition available FOC via download	\$ 3,039.05	each	Promethean Inc.	AB23F378PUS25
AB23F39520A	Fixed 395 with LCD Projector (Orange)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 3,419.05	each	Promethean Inc.	AB23F39520A
AB23F39520AS	Fixed 395 with LCD Projector (Silver)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download	\$ 3,419.05	each	Promethean Inc.	AB23F39520AS
AB23F39525	Fixed 395 with DLP Projector (Grey)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download	\$ 3,419.05	each	Promethean Inc.	AB23F39525
AB23F38720A	Fixed 387 with LCD Projector (Orange)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 3,039.05	each	Promethean Inc.	AB23F38720A
AB23F38720AS	Fixed 387 with LCD Projector (Silver)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 3,039.05	each	Promethean Inc.	AB23F38720AS
AB23F38725	Fixed 387 with DLP Projector (Grey)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 3,039.05	each	Promethean Inc.	AB23F38725
AB23F37820A	Fixed 378 with LCD Projector (Orange)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 2,849.05	each	Promethean Inc.	AB23F37820A
AB23F37820AS	Fixed 378 with LCD Projector (Silver)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 2,849.05	each	Promethean Inc.	AB23F37820AS
AB23F37825	Fixed 378 with DLP Projector (Grey)	2 x Teacher ActivPen 50 included. ActivInspire Professional Edition available FOC via download.	\$ 2,849.05	each	Promethean Inc.	AB23F37825
<b>Learner Response Systems</b>						
AV3KIT32AMEU	ActiVote 32 (2.4GHz)	32 Set ActiVote LRS	\$ 1,709.05	each	Promethean Inc.	AV3KIT32AMEU
AV3KIT25AMEU	ActiVote 25 (2.4GHz)	25 Set ActiVote LRS	\$ 1,329.05	each	Promethean Inc.	AV3KIT25AMEU
ACTIVOTEVR32PC	ActiVote VR for PC 1-5 classrooms licence	Virtual ActiVote License PC	\$ 799.00	each	Promethean Inc.	ACTIVOTEVR32PC
ACTIVOTEVR32MAC	ActiVote VR for Mac 1-5 classrooms licence	Virtual ActiVote License MAC	\$ 799.00	each	Promethean Inc.	ACTIVOTEVR32MAC
ACTIVOTEVRSITEPC	ActiVote VR for PC Site licence	Virtual ActiVote Site License PC	POA	each	Promethean Inc.	ACTIVOTEVRSITEPC
ACTIVOTEVRSITEMAC	ActiVote VR for Mac Site licence	Virtual ActiVote Site License Mac	POA	each	Promethean Inc.	ACTIVOTEVRSITEMAC
AE1KIT32AMEU	ActivExpression 32	Includes 32 devices in soft carrying case, 1 2.4Ghz Activhub, 1 USB extension cable, Windows and Mac Software, Quick Start Guide and DVD	\$ 2,564.05	each	Promethean Inc.	AE1KIT32AMEU
AE1KIT25AMEU	ActivExpression 25	Includes 25 devices in soft carrying case, 1 2.4Ghz Activhub, 1 USB extension cable, Windows and Mac Software, Quick Start Guide and DVD	\$ 1,994.05	each	Promethean Inc.	AE1KIT25AMEU
AEVR32PC	ActivExpression Desktop for PC 1-5 classrooms licence	Software version of Activexpression per classroom	\$ 1,099.00	per classroom	Promethean Inc.	AEVR32PC
AEVRSITEPC	ActivExpression Desktop for PC Site licence	Software version of Activexpression per site	POA	per site	Promethean Inc.	AEVRSITEPC
<b>ActivBoard Upgrade Options</b>						
WIRELESS-UPG-100-300	ActivBoard 100/300 Series Wireless Upgrade	Wireless Upgrade for 100 and 300 series boards to allow boards to connect wirelessly to computer	\$ 159.00	each	Promethean Inc.	WIRELESS-UPG-100-300

Vendor SKU	Product Name	Product Description	Current Price	Unit of Measure	ManufacturerName	ManufacturerSKU
ASOUNDMICT2	Teacher pendant microphone incl. 1 x NiMH battery, Mic. charger incl US/UK/EU adaptors	Teacher pendant microphone incl. 1 x NiMH battery, Mic. charger incl US/UK/EU adaptors	\$ 255.55	each	Promethean Inc.	ASOUNDMICT2
ASOUNDCHG	Plug-in microphone charger (for microphones MICHH2 & MICT2) incl.US/UK/EU adaptors)	Plug-in microphone charger (for microphones MICHH2 & MICT2) incl.US/UK/EU adaptors)	\$ 30.00	each	Promethean Inc.	ASOUNDCHG
ASOUNDSNSR	Additional Dome Sensor incl. coupler and 15m (50ft) coaxial cable	Additional Dome Sensor incl. coupler and 15m (50ft) coaxial cable	\$ 189.05	each	Promethean Inc.	ASOUNDSNSR
ASOUNDBRKT75&100	Wall bracket for ActivSound 75/100 Receiver/Amp	Wall bracket for ActivSound 75/100 Receiver/Amp	\$ 39.00	each	Promethean Inc.	ASOUNDBRKT75&100
ASOUNDBRKT200&300	Wall bracket for ActivSound 200 Receiver Amp	Wall bracket for ActivSound 200 Receiver Amp	\$ 39.00	each	Promethean Inc.	ASOUNDBRKT200&300
	Charger for previous version of ActivSound					
ASOUNDCHGUS	Plug-in microphone charger for US (for microphones MICHH & MICT) ActivClassroom Training	Microphone charger	\$ 30.00	each	Promethean Inc.	ASOUNDCHGUS
PRM-TRAIN-CONSULT	Consultancy Services	Consultancy services by Promethean PD Department	POA	each	Promethean Inc.	PRM-TRAIN-CONSULT
ACTIV-TRN1	ActivClassroom Foundations & Intermediate Training Course for ≤ 12 people (2 day) on-site	Training provided at Promethean HQ	\$ 3,500.00	each	Promethean Inc.	ACTIV-TRN1
ACTIV-TRN2	ActivClassroom Instructor Training Course ≤ 8 people (3 day) on-site	3 Day on-site training for Activclassroom Instructor	\$ 4,500.00	each	Promethean Inc.	ACTIV-TRN2
ACTIV-TRN3	ActivClassroom Instructor Training Course ≤ 8 people (3 day) at Promethean Inc.	3 Day training at Promethean Inc.	\$ 999.00	each	Promethean Inc.	ACTIV-TRN3
ACTIV-TRN4	ActivClassroom Foundation & Intermediate Training for ≤ 12 people (2 day) at Promethean Inc.	2 Day Training at Promethean Inc.	\$ 300.00	each	Promethean Inc.	ACTIV-TRN4
ACTIV-TRN5	ActivClassroom Customized Course	Customized Training Class	POA	each	Promethean Inc.	ACTIV-TRN5
ACTIV-TRN6	ActivClassroom Foundations Course for ≤ 12 people (1 day) on-site	One Day on-site Training	\$ 2,000.00	each	Promethean Inc.	ACTIV-TRN6
ACTIV-TRN7	ActivClassroom Foundations Course for ≤ 12 people (1 day) at Promethean Inc.	One Day Training at Promethean Inc.	\$ 150.00	each	Promethean Inc.	ACTIV-TRN7
ACTIV-TRN8	ActivClassroom Intermediate Course for ≤ 12 people (1 day) on-site	One Day Training on-site	\$ 2,000.00	each	Promethean Inc.	ACTIV-TRN8
ACTIV-TRN9	ActivClassroom Intermediate Course for ≤ 12 people (1 day) at Promethean Inc.	One Day Training at Promethean Inc.	\$ 150.00	each	Promethean Inc.	ACTIV-TRN9
ACTIV-TRN 14	ActivClassroom Level 1 (Customized course) – ActivInspire / Desktop ActivExpression Training (Up to 15 people) 1 day(6hrs)	Level 1, One Day Customized Training	\$4,000 for each 6 hour course	each	Promethean Inc.	ACTIV-TRN 14
ACTIV-TRN 15	ActivClassroom Level 2 (Customized course) – ActivInspire Next Steps/Tools, Resources, Interactive Lesson Training (Up to 15 people) 1 day (6hrs)	Level 2, One Day Customized Training	\$4,000 for each 6 hour course	each	Promethean Inc.	ACTIV-TRN 15
ACTIV-TRN 16	ActivClassroom Level 3 (Customized course) – ActivInspire Training/ Power Tools & Advanced Techniques to increase student engagement (Up to 15 people) 1 day (6hrs)	Level 3, One Day Customized Training	\$4,000 for each 6 hour course	each	Promethean Inc.	ACTIV-TRN 16
ACTIV-TRN 17	ActivClassroom –Summer Camp Training (up to 15 people ) 1 day (6hrs)	One Day Summer Camp Training	\$4,000 for each 6 hour course	each	Promethean Inc.	ACTIV-TRN 17
	Installation Training					
ACTIV-INSTR1	Installation Training for Resellers at Promethean Inc.(4 day)	Training for Installation of Activboards at Promethean Inc.	\$ 1,500.00	each	Promethean Inc.	ACTIV-INSTR1
ACTIV-INSTR2	Installation Training for Resellers on site incl. travel, (4 day) ≤ 10 people	Training for Installation of Activboards On-site,	\$ 7,500.00	each	Promethean Inc.	ACTIV-INSTR2

Vendor SKU	Product Name	Product Description	Current Price	Unit of Measure	ManufacturerName	ManufacturerSKU
AB164	ActivBoard 164 (100 Series 64" ActivBoard)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download	\$ 664.05	each	Promethean Inc.	AB164
AB178	ActivBoard 178 (100 Series 78" ActivBoard)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download	\$ 854.05	each	Promethean Inc.	AB178
	ActivBoard+2 Height Adjustable System					
AB23176US20A	Adjustable 178 with LCD Projector (Orange)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download.	\$ 3,229.05	each	Promethean Inc.	AB23176US20A
AB23178US20AS	Adjustable 178 with LCD Projector (Silver)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download.	\$ 3,229.05	each	Promethean Inc.	AB23178US20AS
AB23178US25	Adjustable 178 with DLP Projector (Grey)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download.	\$ 3,229.05	each	Promethean Inc.	AB23178US25
AB23164US20A	Adjustable 164 with LCD Projector (Orange)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download.	\$ 3,039.05	each	Promethean Inc.	AB23164US20A
AB23164US20AS	Adjustable 164 with LCD Projector (Silver)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download.	\$ 3,039.05	each	Promethean Inc.	AB23164US20AS
AB23164US25	Adjustable 164 with DLP Projector (Grey)	1 x Teacher ActivPen 50 included. ActivInspire Personal Edition available FOC via download.	\$ 3,039.05	each	Promethean Inc.	AB23164US25
	<b>Old Products</b>					
PRM-AB87B-US	Activboard 87"	87" Activboard	\$ 1,519.05	each	Promethean Inc.	PRM-AB87B-US
PRM-AB78B-US	Activboard 87"	78" Activboard	\$ 1,234.05	each	Promethean Inc.	PRM-AB78B-US
PRM-AB78B-US	Activcommand	Classroom Technology Device Management	\$ 379.05	each	Promethean Inc.	PRM-AB78B-US
PRM-AB64B-US	Activboard 64" Bluetooth US	Activboard 64" Bluetooth US	\$ 1,044.05	each	Promethean Inc.	PRM-AB64B-US
AB64-AMER	Activboard 64" with Activstudio	Activboard 64" with Activstudio	\$ 1,044.05	each	Promethean Inc.	AB64-AMER
AE1KIT32AMEU-USCA	Activexpression - 32 handsets (California)	Activexpression learner response system allows students to express themselves in a variety of ways and instantly share with the entire class. Includes 32 handsets, a USB hub, a USB cable and Hub Holder.	\$ 2,564.05	each	Promethean Inc.	AE1KIT32AMEU-USCA
1-PRM-AB78B-US2	Activboard 78" with Bluetooth	ACTIVboard 78" with Bluetooth, USB - 78" large board for traditional classrooms	\$ 1,234.05	each	Promethean Inc.	1-PRM-AB78B-US2
PRM-AB78B-USCA	Activboard 78" with Bluetooth	Activboard 78" with Bluetooth, USB (California)	\$ 1,234.05	each	Promethean Inc.	PRM-AB78B-USCA
AB78-AMER	Activboard 78" with Activstudio	Activboard 78" with Activstudio	\$ 1,234.05	each	Promethean Inc.	AB78-AMER
AB78-AMER-USCA	Activboard 78" with Activstudio (California)	Activboard 78" with Activstudio	\$ 1,234.05	each	Promethean Inc.	AB78-AMER-USCA
1-PRM-RS1-01-US2	ACTIVslate XR	ACTIVslate XR - no transceiver included	\$ 470.25	each	Promethean Inc.	1-PRM-RS1-01-US2
PRM-AB95B-US	Activboard 95" (with Bluetooth-special order)	95" Activboard does not include RF capability (special order only)	\$ 1,804.05	each	Promethean Inc.	PRM-AB95B-US
PRM-AB95B-USCA	Activboard 95" (with Bluetooth-special order) California)	95" Activboard does not include RF capability (special order only)	\$ 1,804.05	each	Promethean Inc.	PRM-AB95B-USCA
AB95-AMER	Activboard 95" with Activstudio	Activboard 95" with Activstudio	\$ 1,804.05	each	Promethean Inc.	AB95-AMER
AB95-AMER-USCA	Activboard 95" with Activstudio (California)	Activboard 95" with Activstudio (California)	\$ 1,804.05	each	Promethean Inc.	AB95-AMER-USCA
RS202AMER	Activslate AMER (2.4.Ghz)	Slate	\$ 375.25	each	Promethean Inc.	RS202AMER
RS202USCA	Activslate AMER (2.4.Ghz)	Slate	\$ 375.25	each	Promethean Inc.	RS202USCA
AE+2v2UPG	Activboard + 2 Upgrade Kit	Wall mounted height adjustable system without Activboard, height adjustable stand, PRM-10 projector and speakers (works with either 78" or 64" board)	\$ 2,707.50	each	Promethean Inc.	AE+2v2UPG
AB+2F-UJPG	Activboard + 2 Fixed Upgrade Kit	Wall mounted fixed system without Activboard, fixed, PRM-10 projector and speakers (works with either 78" or 64" board)	\$ 1,852.50	each	Promethean Inc.	AB+2F-UJPG
1-PRM-AV2-KIT32AMEU	Activote 32 upper case-with Activstudio (2.4 GHz)	Includes 32 handsets, a USB hub, a USB cable and Hub Holder	\$ 1,709.05	each	Promethean Inc.	1-PRM-AV2-KIT32AMEU
AV3-KIT32AMEU-USCA	Activote 32 upper case-with Activstudio (2.4 GHz) (California)	Includes 32 handsets, a USB hub, a USB cable and Hub Holder	\$ 1,709.05	each	Promethean Inc.	AV3-KIT32USCA
AV3-KIT25AMEU	Activote 25	Includes 25 handsets, a USB hub, a USB cable and Hub Holder	\$ 1,329.05	each	Promethean Inc.	AV3-KIT25AMEU
AV3-KIT25AMEU-USCA	Activote 25 (California)	Includes 25 handsets, a USB hub, a USB cable and Hub Holder	\$ 1,329.05	each	Promethean Inc.	AV3-KIT25AMEU-USCA
RS202SEAMER	2.4 Ghz Special Edition	includes Activslate2.4Ghz, Activhub, and Activstudio Software for PC	\$ 585.25	each	Promethean Inc.	RS202SEAMER

## PEPPM Price Template

10/19/2009

Vendor SKU	Product Name	Product Description	Current Price	Unit of Measure	ManufacturerName	ManufacturerSKU
ASOUND300WSHHUS	Activsound 300 WallHH	Includes CAE-100W Amplifier/Receiver, Teacher Mic, 1 Handheld Student Mic, Dome Sensor, 4 Wall Speakers, 4 Speaker Cables, 1 Sensor Cable, and 1 plug in Charger	\$ 2,370.25	each	Promethean Inc.	ASOUND300WSHHUS
ASOUND300CSHHUS	Activsound 300 CeilingHH	Includes CAE-100W Amplifier/Receiver, Teacher Mic, 1 Handheld Student Mic, Dome Sensor, 4 Wall Speakers, 4 Speaker Cables, 1 Sensor Cable, and 1 plug in Charger	\$ 2,370.25	each	Promethean Inc.	ASOUND300CSHHUS
ASOUNDMICHH	Handheld Mic	Includes Handheld Student Mic and 2 AA Batteries	\$ 375.25	each	Promethean Inc.	ASOUNDMICHH
ASOUNDMICT	Teacher Mic	Includes Teacher Mic and 2 NiMH Batteries	\$ 375.25	each	Promethean Inc.	ASOUNDMICT
ASOUNDCHGSTD	Charging Stand	The battery charger included with the system is also used with the charging stand. Separate power supply is NOT included with the charging stand.	\$ 137.75	each	Promethean Inc.	ASOUNDCHGSTD
ASOUNDCHGUS	Plug in Charger	The battery charger included with the system is also used with the charging stand. Separate power supply is NOT included with the charging stand.	\$ 23.75	each	Promethean Inc.	ASOUNDCHGUS
ASOUNDSPKCSUS	Ceiling Speakers(2)	2 speakers for ceiling mount	\$ 161.50	each	Promethean Inc.	ASOUNDSPKCSUS
ASOUNDSPKWSUS	Wall Speakers (2)	2 speakers for wall mount	\$ 161.50	each	Promethean Inc.	ASOUNDSPKWSUS
ASOUNDSNSR	Dome Sensor	Dome Sensor	\$ 185.25	each	Promethean Inc.	ASOUNDSNSR
2-PRM-PREPPAD-USB	ACTIVtablet	ACTIVtablet - USB device for use with Macs or PCs-includes special driver software	\$ 90.25	each	Promethean Inc.	2-PRM-PREPPAD-USB
1-PRM-ACTIVWAND-UPG	Activwand	Activwand - Extended Reach pen	\$ 75.05	each	Promethean Inc.	1-PRM-ACTIVWAND-UPG
2-ACTIV-STAND4	ACTIVstand	ACTIVstand with Castors - Mobile stand for 78" boards	\$ 426.55	each	Promethean Inc.	2-ACTIV-STAND4
Large Venue- Mac-1	Large Venue Edition Mac	BUNDLE - Large Venue Edition Mac (for Macs) - includes ACTIVpanel Mac, Special Edition Bundle, and ACTIVote32	\$ 4,355.75	each	Promethean Inc.	Large Venue- Mac-1
Large Venue-PC-1	Large Venue Edition PC	BUNDLE - Large Venue Edition PC (for PC's) - includes ACTIVpanel PC, Special Edition Bundle, and ACTIVotes	\$ 4,355.75	each	Promethean Inc.	Large Venue-PC-1
AB+2V2-78-AMER-AS	Activboard+2 Adjustable V2 with Activstudio	Wall-mounted height adjustable system including Activboard 78", height adjustable stand, PRM-10 projector and speakers (Activboard box includes Activstudio for Mac and PC)	\$ 3,609.05	each	Promethean Inc.	AB+2V2-78-AMER-AS
AB+2V2-78-AMER-AP	Activboard+2 Adjustable V2 with Activprimary	Wall-mounted height adjustable system including Activboard 78", height adjustable stand, PRM-10 projector and speakers (Activboard box includes Activstudio for Mac and PC)	\$ 3,609.05	each	Promethean Inc.	AB+2V2-78-AMER-AP
AB+2F-78-AMER-AS	Fixed System 78" with Activstudio	Wall-mounted fixed system including Activboard 78", fixed stand, PRM-10 projector and speakers (Activboard box includes Activstudio for Mac and PC)	\$ 3,039.05	each	Promethean Inc.	AB+2F-78-AMER-AS
AB+2F-78-AMER-AP	Fixed System 78" with Activprimary	Wall-mounted fixed system including Activboard 78", fixed stand, PRM-10 projector and speakers (Activboard box includes Activstudio for Mac and PC)	\$ 3,039.05	each	Promethean Inc.	AB+2F-78-AMER-AP
2-033-ACTIVPEN	ACTIVpen 3	SPARE PARTS - ACTIVpen 3-- single pack - includes 1 ACTIVpen3	\$ 23.75	each	Promethean Inc.	2-033-ACTIVPEN
2-033-ACTIVPEN-10	ACTIVpen 3-- 10 pack	SPARE PARTS - ACTIVpen 3-- 10 pack - includes 10 ACTIVpen3s	\$ 190.00	each	Promethean Inc.	2-033-ACTIVPEN-10
2-PRM-RA2-UPG-US	ACTIVote Transceiver Pod	SPARE PARTS - ACTIVote Transceiver Pod (for ACTIVboard 75) - for use with ACTIVboard 75, 60, and 48 boards	\$ 137.75	each	Promethean Inc.	2-PRM-RA2-UPG-US

Vendor SKU	Product Name	Product Description	Current Price	Unit of Measure	ManufacturerName	ManufacturerSKU
AB+2F-95-AMER-20	AV+2 Fixed w/95" boards & PRM20	Activboard fixed with 95" board and PRM20 projector	3,799.05	each	Promethean Inc.	AB+2F-95-AMER-20
AB+2V2-87-AMER	AV+2 Adjustable w/87" board & PRM20	Activboard adjustable with 87" board and PRM20 projector	3,894.05	each	Promethean Inc.	AB+2V2-87-AMER
AB+2F-87-AMER-20	AV+2 Fixed w/87" boards & PRM20	Activboard fixed with 87" board and PRM20 projector	3,324.05	each	Promethean Inc.	AB+2F-87-AMER-20
AB+2V2-78-AMER-20	AV+2 adjustable w/78" board & PRM20	Activboard adjustable with 78" board and PRM20 projector	3,609.05	each	Promethean Inc.	AB+2V2-78-AMER-20
AB+2F-78-AMER-20	AV+2 Fixed w/78" boards & PRM20	Activboard fixed with 78" board and PRM20 projector	3,039.05	each	Promethean Inc.	AB+2F-78-AMER-20
ACTIVOTESITEPC1	ActivoteVR for Windows 1 - 5 classrooms site license	1 DVD and license indicating # of classrooms will be sent to customer	\$ 699.12	each	Promethean Inc.	
PRM-AB95B-US	Activboard 95"	95" Activboard	1,804.05	each	Promethean Inc.	PRM-AB95B-US
<b>The following installation services are provided by Promethean certified installation companies. See ordering instructions page for list of certified installation companies.</b>						
* Pricing based on standard concrete block or studded walls with no impediments or objects to be removed. Ceilings need to be accessible without asbestos. Additional costs could apply for special circumstances						
	Installation of Activboard on wall and projector in ceiling	Mounting of Promethean ACTIVboards on wall, installation of projector in ceiling, connection of Activboard to projector and computer, proper alignment of projector, calibration of Activboard, installation of raceway	\$ 1,825.50	each	Promethean Inc.	
	Installation of Activboard on wall only	Mounting of Promethean ACTIVboards on wall, connection of Activboard to projector and computer, proper alignment of projector, calibration of Activboard, installation of raceway	\$ 1,295.95	each	Promethean Inc.	
	Installation of Activboard +2 Adjustable	Mounting of Promethean ACTIVboards on wall, connection of Activboard to projector and computer, proper alignment of projector, calibration of Activboard, installation of raceway	\$ 2,275.00	each	Promethean Inc.	
	Installation of Activboard +2 Fixed	Mounting of Promethean ACTIVboards on wall, connection of Activboard to projector and computer, proper alignment of projector, calibration of Activboard, installation of raceway	\$ 1,795.00	each	Promethean Inc.	

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
LOGICAL CHOICE TECHNOLOGIES, INC.  
CMAS NO. 3-09-00-0493B, SUPPLEMENT NO. 1**

**ISSUE PURCHASE ORDER TO:**

Agency purchase orders must be mailed to the following address, or faxed to **770-564-0244**:

Logical Choice Technologies, Inc.  
1045 Progress Circle  
Lawrenceville, GA 30043  
Attn: Michelle Riley

Agencies with questions regarding products and/or services may contact the contractor as follows:

Phone: 770-564-1044  
E-mail: micheller@logicalchoice.com

**CONTRACTOR QUARTERLY INCENTIVE FEES**

For CMAS orders dated 1/1/2010 or later, CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

**This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.**

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed 10 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663  
CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to <http://www.pd.dgs.ca.gov/cmas/supplierinfo.htm>, and then select the link entitled "Quarterly Report Information and Electronic Form". See Attachment A attached to this supplement showing a sample quarterly report form.

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or that excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will start on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies. This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
LOGICAL CHOICE TECHNOLOGIES, INC.  
CMAS NO. 3-09-00-0493B, SUPPLEMENT NO. 1**

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15



DISCUSSION/ACTION ITEM

**DATE:** February 23, 2010

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

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

**SUBJECT:** APPROVE GENERAL WAIVER REQUEST FOR CLASS SIZE GRADES FOUR THROUGH EIGHT

Background: The Fullerton School District, in an effort to resolve a budget deficit over eleven million dollars, is attempting to create as many viable negotiable options to resolve the fiscal crisis. One important option discussed in negotiations with Fullerton Elementary Teachers Association (FETA) is the increase of class size ratios across the District.

The current teacher agreement allows for a Districtwide average that is less restrictive than the Education Code. Any adjustments above current class size ratios of 30:1 Districtwide average, would also require negotiations with FETA. The District will be seeking an increase up to 34:1 to allow for maximum flexibility in decreasing the budget deficit. The District's intent is to adjust the ratio only as high as is necessary to correct the budget deficit. In order to allow for increases above 29.9 in the fourth through eighth grades, a General Waiver Request must be filed with the State per Education Code 41376 (b) and (e). A public notice that includes the time, date, location, and subject of the public hearing regarding the General Waiver Request has been placed in a local newspaper to allow for public comment.

Rationale: In order to avoid the Education Code penalty, the District is seeking a waiver for Education Code 41376 (b) and (e).

Funding: Not applicable.

Recommendation: Approve General Waiver Request for Class Size Grades Four through Eight.

MLD:lem  
Attachment

**GENERAL WAIVER REQUEST**

GW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

**First Time Waiver: X**

**Renewal Waiver: \_\_\_\_\_**

Send Original plus one copy to:  
 Waiver Office, California Department of Education  
 1430 N Street, Suite 5602  
 Sacramento, CA 95814

Send Electronic copy in **Word** and  
 back-up material to: [waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)

CD CODE						
3	0	6	6	5	0	6

Local educational agency: <b>Fullerton School District</b>		Contact name and Title: <b>Mark L. Douglas, Asst. Superintendent Personnel Services</b>		Contact person's e-mail address: <b>mark_douglas@fsd.k12.ca.us</b>	
Address: (City) (State) (ZIP) <b>1401 W. Valencia Drive, Fullerton, CA 92833</b>			Phone (and extension, if necessary): <b>(714) 447-7450</b>  Fax Number: <b>(714) 447-7538</b>		
Period of request: (month/day/year) From: <b>8/30/2010</b> To: <b>6/15/2011</b>		Local board approval date: (Required) <b>February 23, 2010</b>		Date of public hearing: (Required) <b>February 17, 2010 and February 23, 2010</b>	

**LEGAL CRITERIA**

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* **Waiving class size ratios for grades four through eight.**

2. If this is a renewal of a previously approved waiver, please list Waiver Number: **N/A** and date of SBE Approval \_\_\_\_\_  
 Renewals of waivers must be submitted two months before the active waiver expires.

3. Collective bargaining unit information. Does the district have any employee bargaining units?  No  **Yes** If yes, please complete required information below:

Bargaining unit(s) consulted on date(s): **February 18, 2010**

Name of bargaining unit and representative(s) consulted:  
**Fullerton Elementary Teachers Association/ Steve Balentine, Executive Director,  
 North Orange County Teachers Association**

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

Comments (if appropriate):

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

How was the required public hearing advertised? ( Public Hearing Notice in Orange County Register)

**Notice in a newspaper**  Notice posted at each school  Other: (*Please specify*)

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:  
**Fullerton School District's Budget Advisory Committee**

Date the committee/council reviewed the waiver request: **February 17, 2010**

Were there any objection(s)?  No  **Yes** \_\_\_\_\_ (*If there were objections please specify*)

CALIFORNIA DEPARTMENT OF EDUCATION  
**GENERAL WAIVER REQUEST**  
 GW-1 (10-2-09)

6. *Education Code* or *California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).

**SEE ATTACHED.**

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

The current required class size average of 29.9 per FTE is lower than the average required by the collective bargaining agreement between the Fullerton School District and the Fullerton Elementary Teachers Association. The current collective bargaining agreement allows for an average of 30:1 for all grade levels across the District excluding special day classes. The District, must add an additional two to eight teachers per year to the District's teaching staff, in order to avoid penalties for exceeding class sizes. The addition of two to eight teachers per year increases the District's budget at an average of \$68,000 per teacher. The addition of these FTEs is a cost to the District in the range of \$136,000 to \$554,000 per year.

The Fullerton School District, in an effort to resolve a budget deficit over eleven million dollars, is attempting to create as many viable negotiable options to resolve the fiscal crisis. One important option discussed in negotiations with Fullerton Elementary Teachers Association (FETA) is the increase of class size ratios across the District.

8. Demographic Information:  
 (District/school/program) **Fullerton School District** has a student population of **13,636** and is located in an **urban** (urban, rural, or small city etc.) **in Orange County**.

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

Has there been a Categorical Program Monitoring (CPM) finding on this issue? No  Yes   
 (If yes, please attach explanation or copy of CPM finding)

**District or County Certification** – I hereby certify that the information provided on this application is correct and complete.

Signature of Superintendent or Designee:	Title: <b>Superintendent</b>	Date: <b>February 23, 2010</b>
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**FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY**

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

**Fullerton School District  
General Waiver Request (Grades 4 – 8)  
Attachment**

**QUESTION 6:**

**41376.** The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district:

(a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class.

For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30.

~~(b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner:~~

~~(1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board.~~

~~(2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year.~~

~~(3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above.~~

(c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety-seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year.

(d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.

~~(e) If the school district reports that it has maintained, during the current fiscal year, no classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:~~

~~He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (b) of this section by ninety-seven hundredths (0.97) and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to the district change in average daily attendance. He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.~~

(f) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to

subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:

He shall add to the product determined under subdivision (c) of this section, the product determined under subdivision (e) of this section and decrease the average daily attendance reported under the provisions of Section 41601 by this total amount.

The governing board of each school district maintaining elementary schools shall report for the fiscal year 1964-65 and each year thereafter the information required for the determination to be made by the Superintendent of Public Instruction under the provisions of this section in accordance with instructions provided on forms furnished and prescribed by the Superintendent of Public Instruction.

Such information shall be reported by the school district together with, and at the same time as, the reports required to be filed for the second principal apportionment of the State School Fund. The forms on which the data and information is reported shall include a certification by each school district superintendent or chief administrative officer that the data is correct and accurate for the period covered, according to his best information and belief.

For purposes of this section, a "full-time equivalent classroom teacher" means an employee of an elementary, high school, or unified school district, employed in a position requiring certification qualifications and whose duties require him to teach pupils in the elementary schools of that district in regular day classes for the full time for which he is employed during the regular schoolday. In reporting the total number of full-time equivalent classroom teachers, there shall be included, in addition to those employees defined above, the full-time equivalent of all fractional time for which employees in positions requiring certification qualifications are required to devote to teaching pupils in the elementary schools of the district in regular day classes during the regular schoolday.

For purposes of this section, the number of pupils enrolled in each class means the average of the active enrollment in that class on the last teaching day of each school month which ends prior to April 15th of each school year.

The provisions of this section are not applicable to school districts with less than 101 units of average daily attendance for the current fiscal year.

Although no decreases in average daily attendance shall be made for the fiscal year 1964-65, reports are required to be filed under the provisions of this section, and the Superintendent of Public Instruction shall notify each school district the amount of the decrease in state allowances which would have been effected had such decrease in average daily attendance been applied.

The Superintendent of Public Instruction shall adopt rules and regulations which he may deem necessary for the effective administration of this section. Such rules and regulations may specify that no decrease in average daily attendance reported under the provisions of Section 41601 shall be made for a school district on account of large classes due to instructional television or team teaching, which may necessarily involve class sizes at periods during the day larger than the standard set forth in this section.

DISCUSSION/ACTION ITEM

**DATE:** February 23, 2010

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

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

**SUBJECT:** APPROVE SPECIFIC WAIVER REQUEST FOR CLASS SIZE GRADES ONE THROUGH THREE

Background: The Fullerton School District, in an effort to resolve a budget deficit over eleven million dollars, is attempting to create as many viable negotiable options to resolve the fiscal crisis. One important option discussed in negotiations with Fullerton Elementary Teachers Association (FETA) is the increase of class size ratios across the District.

The current teacher agreement allows for a Districtwide average that is less restrictive than the Education Code. Any adjustments above current class size ratios of 30:1 Districtwide average, would also require negotiations FETA. The District will be seeking an increase up to 33:1 to allow for maximum flexibility in decreasing the budget deficit. The District's intent is to adjust the ratio only as high as is necessary to correct the budget deficit. In order to allow for increases above 29.9 in the first through third grades, a Specific Waiver Request must be filed with the State per Education Code 41376 (a)(c) and (d). A public notice that includes the time, date, location, and subject of the public hearing regarding the Specific Waiver Request has been placed in a local newspaper to allow for public comment.

Rationale: In order to avoid the Education Code penalty, the District is seeking a waiver for Education Code 41376 (a)(c) and (d).

Funding: Not applicable.

Recommendation: Approve Specific Waiver Request for Class Size Grades One through Three.

MLD:lem  
Attachment

**SPECIFIC WAIVER REQUEST**

SW-1 (Rev. 10-2-09)

<http://www.cde.ca.gov/re/lr/wr/>

**First Time Waiver: X**

**Renewal Waiver: \_\_\_**

Send Original plus one copy to:  
 Waiver Office, California Department of Education  
 1430 N Street, Suite 5602  
 Sacramento, CA 95814

Send Electronic copy in **Word** and  
 back-up material to: [waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)

CD CODE						
3	0	6	6	5	0	6

Local educational agency: <b>Fullerton School District</b>	Contact name and Title: <b>Mark L. Douglas, Asst. Superintendent Personnel Services</b>	Contact person's e-mail address: <b>mark_douglas@fsd.k12.ca.us</b>
Address: (City) (State) (ZIP) <b>1401 W. Valencia Drive, Fullerton, CA 92833</b>	Phone (and extension, if necessary): <b>(714) 447-7450</b>	Fax number: <b>(714) 447-7538</b>
Period of request: (month/day/year) From: <b>8/30/2010</b> To: <b>6/15/2011</b>	Local board approval date: (Required) <b>February 23, 2010</b>	

**LEGAL CRITERIA**

- Authority for the waiver: **Ed Code 41378** Specific code section: **41376 (a)(c) and (d)**  
 Write the EC Section citation, which allows you to request, or authorizes the waiver of the specific EC Section you want to waive.  
  
**SEE ATTACHED.**
- Education Code* or *California Code of Regulations* or portion to be waived.  
 Section to be waived: (number) **41376 (a)(c) and (d)** Circle One: EC or CCR  
  
 Brief Description of the topic of the waiver: **Waiving class size ratios for grades one through three.**
- If this is a renewal of a previously approved waiver, please list Waiver No: **N/A** and date of SBE approval \_\_\_\_  
 Renewals of Waivers must be approved by the local board and submitted two months before the active waiver expires.
- Collective bargaining unit information. (Not necessary for EC 56101 waivers)  
  
 Does the district have any employee bargaining units? \_\_\_ No X Yes If yes, please complete required information below:  
  
 Bargaining unit(s) consulted on date(s): **February 18, 2010**  
  
 Name of bargaining units and representative(s) consulted:  
**Fullerton Elementary Teachers Association/ Steve Balentine, Executive Director,  
 North Orange County Teachers Association**  
 The position(s) of the bargaining unit(s): \_\_\_ Neutral X Support \_\_\_ Oppose (Please specify why)  
  
 Comments (if appropriate):
- Advisory committee or school site council that reviewed the waiver.  
**Fullerton School District's Budget Advisory Committee**  
 Per EC 33051(a) if the waiver affects a program that requires a school site council that council must **approve** the request.  
 Date advisory committee/council reviewed request:  
  
**X Approve** \_\_\_ Neutral \_\_\_ Oppose  
  
 Were there any objection? Yes \_\_\_ No X (If there were objections please specify)

CALIFORNIA DEPARTMENT OF EDUCATION  
**SPECIFIC WAIVER REQUEST**  
 SW-1 (Rev. 10-2-09)

6. Education Code or California Code of Regulations section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (or use a **strike out key** if only portions of sections are to be waived). (Attach additional pages if necessary.)

**SEE ATTACHED.**

7. Desired outcome/rationale. State what you hope to accomplish with the waiver. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. (Attach additional pages if necessary.)

**The current required class size average of 29.9 per FTE is lower than the average required by the collective bargaining agreement between the Fullerton School District and the Fullerton Elementary Teachers Association. The current collective bargaining agreement allows for an average of 30:1 for all grade levels across the District excluding special day classes. The District, must add an additional two to eight teachers per year to the District's teaching staff, in order to avoid penalties for exceeding class sizes. The addition of two to eight teachers per year increases the District's budget at an average of \$68,000 per teacher. The addition of these FTEs is a cost to the District in the range of \$136,000 to \$554,000 per year.**

**The Fullerton School District, in an effort to resolve a budget deficit over eleven million dollars, is attempting to create as many viable negotiable options to resolve the fiscal crisis. One important option discussed in negotiations with Fullerton Elementary Teachers Association (FETA) is the increase of class size ratios across the District.**

8. Demographic Information:  
 (District/school/program) Fullerton School District has a student population of 13,636 and is located in an urban (urban, rural, or small city etc.) in Orange County.

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

Has there been a Categorical Program Monitoring (CPM) finding on this issue?  No  Yes  
 (If yes, please attach explanation or copy of CPM finding)

**District or County Certification – I hereby certify that the information provided on this application is correct and complete.**

Signature of Superintendent or Designee:	Title: <b>Superintendent</b>	Date: <b>February 23, 2010</b>
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Signature of SELPA Director (only if a Special Education Waiver)	Date:
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**FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY**

Staff Name (type or print):	Staff Signature:	Date:
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Unit Manager (type or print):	Unit Manager Signature:	Date:
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Division Director (type or print):	Division Director Signature:	Date:
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Deputy (type or print):	Deputy Signature:	Date:
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**Fullerton School District  
Specific Waiver Request (Grades 1 – 3)  
Attachment**

**QUESTION 1**

**41378.** The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the kindergarten classes maintained by each school district maintaining kindergarten classes.

- (a) The number of pupils enrolled in each kindergarten class, the total enrollment in all such classes, and the average number of pupils enrolled per class.
- (b) The total number of pupils which are in excess of thirty-three (33) in each class having an enrollment of more than thirty-three (33).
- (c) The total number of pupils by which the average class size in the district exceeds 31.
- (d) The greater number of pupils as determined in (b) or (c) above.
- (e) He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (d) of this section by ninety-seven hundredths (0.97). He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.

**QUESTION 6**

**41376.** The Superintendent of Public Instruction, in computing apportionments and allowances from the State School Fund for the second principal apportionment, shall determine the following for the regular day classes of the elementary schools maintained by each school district:

~~(a) For grades 1 to 3, inclusive, he shall determine the number of classes, the number of pupils enrolled in each class, the total enrollment in all such classes, the average number of pupils enrolled per class, and the total of the numbers of pupils which are in excess of thirty (30) in each class.~~

~~—For those districts which do not have any classes with an enrollment in excess of 32 and whose average size for all the classes is 30.0 or less, there shall be no excess declared. For those districts which have one or more classes in excess of an enrollment of 32 or whose average size for all the classes is more than 30, the excess shall be the total of the number of pupils which are in excess of 30 in each class having an enrollment of more than 30.~~

(b) For grades 4 to 8, inclusive, he shall determine the total number of pupils enrolled, the number of full-time equivalent classroom teachers, and the average number of pupils per each full-time equivalent classroom teacher. He shall also determine the excess if any, of pupils enrolled in such grades in the following manner:

(1) Determine the number of pupils by which the average number of pupils per each full-time equivalent classroom teacher for the current fiscal year exceeds the greater of the average number of pupils per each full-time equivalent classroom teacher in all the appropriate districts of the state, as determined by the Superintendent of Public Instruction, for October 30, 1964, or the average number of pupils per each full-time equivalent classroom teacher which existed in the district on either October 30, 1964 or March 30, 1964, as selected by the governing board.

(2) Multiply the number determined in (1) above by the number of full-time equivalent classroom teachers of the current fiscal year.

(3) Reduce the number determined in (2) above by the remainder which results from dividing such number by the average number of pupils per each full-time equivalent teacher for October 30, 1964, as determined by the Superintendent of Public Instruction in (1) above.

~~(c) He shall compute the product obtained by multiplying the excess number of pupils, if any, under the provisions of subdivision (a) of this section by ninety-seven hundredths (0.97), and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to district change in average daily attendance. Change in average daily attendance shall be determined by dividing average daily attendance in grades 1, 2 and 3 reported for purposes of the first principal apportionment of the current year by that reported for purposes of the first principal apportionment of the preceding year.~~

~~—(d) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class pursuant to subdivision (a) of this section, and there is no excess number of pupils computed pursuant to subdivision (b) of this section, he shall decrease the average daily attendance reported under the provisions of Section 41601 by the product determined under subdivision (c) of this section.~~

(e) If the school district reports that it has maintained, during the current fiscal year, no classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:

He shall compute the product obtained by multiplying the excess number of pupils computed pursuant to subdivision (b) of this section by ninety-seven hundredths (0.97) and shall multiply the product so obtained by the ratio of statewide change in average daily attendance to the district change in average daily attendance. He shall decrease the average daily attendance reported under the provisions of Section 41601 by the resulting product.

(f) If the school district reports that it has maintained, during the current fiscal year, any classes in which there were enrolled pupils in excess of thirty (30) per class determined pursuant to subdivision (a) of this section, and there is an excess number of pupils computed pursuant to subdivision (b) of this section, he shall make the following computation:

He shall add to the product determined under subdivision (c) of this section, the product determined under subdivision (e) of this section and decrease the average daily attendance reported under the provisions of Section 41601 by this total amount.

The governing board of each school district maintaining elementary schools shall report for the fiscal year 1964-65 and each year thereafter the information required for the determination to be made by the Superintendent of Public Instruction under the provisions of this section in accordance with instructions provided on forms furnished and prescribed by the Superintendent of Public Instruction.

Such information shall be reported by the school district together with, and at the same time as, the reports required to be filed for the second principal apportionment of the State School Fund. The forms on which the data and information is reported shall include a certification by each school district superintendent or chief administrative officer that the data is correct and accurate for the period covered, according to his best information and belief.

For purposes of this section, a "full-time equivalent classroom teacher" means an employee of an elementary, high school, or unified school district, employed in a position requiring certification qualifications and whose duties require him to teach pupils in the elementary schools of that district in regular day classes for the full time for which he is employed during the regular schoolday. In reporting the total number of full-time equivalent classroom teachers, there shall be included, in addition to those employees defined above, the full-time equivalent of all fractional time for which employees in positions requiring certification qualifications are required to devote to teaching pupils in the elementary schools of the district in regular day classes during the regular schoolday.

For purposes of this section, the number of pupils enrolled in each class means the average of the active enrollment in that class on the last teaching day of each school month which ends prior to April 15th of each school year.

The provisions of this section are not applicable to school districts with less than 101 units of average daily attendance for the current fiscal year.

Although no decreases in average daily attendance shall be made for the fiscal year 1964-65, reports are required to be filed under the provisions of this section, and the Superintendent of Public Instruction shall notify each school district the amount of the decrease in state allowances which would have been effected had such decrease in average daily attendance been applied.

The Superintendent of Public Instruction shall adopt rules and regulations which he may deem necessary for the effective administration of this section. Such rules and regulations may specify that no decrease in average daily attendance reported under the provisions of Section 41601 shall be made for a school district on account of large classes due to instructional television or team teaching, which may necessarily involve class sizes at periods during the day larger than the standard set forth in this section.

DISCUSSION/ACTION ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **ADOPT RESOLUTION #09/10-12 TO PREPARE FOR THE CERTIFICATED PERSONNEL LAYOFF PROCESS FOR THE 2010/2011 FISCAL YEAR**

Background: The District is in the process of assessing the financial solvency of its budget. Billions of dollars of deficit within the State's budget has exacerbated the District's budget concerns brought about by a few years of declining enrollment and program encroachment. Education Codes 44949 and 44955 specify that the Board of Trustees adopt a resolution to notify permanent and probationary certificated employees who may be laid off. This notice is to come initially as a resolution specifying the particular kinds of services that are to be discontinued. Final notices of the specific individuals to be part of the layoff process must be delivered prior to March 15, 2010.

Rationale: A resolution must be adopted by the Board of Trustees to specify the programs and personnel who are to be part of the layoff process in accordance with Education Codes 44949 and 44955. This notice is also required by the County in the preparation and submission of the District's Second Interim Budget Report to verify what budgetary adjustments the District is recommending to maintain the required three percent reserve.

Funding: Not applicable.

Recommendation: Adopt Resolution #09/10-12 to prepare for the Certificated personnel layoff process for the 2010/2011 fiscal year.

MLD:lem  
Attachment

**Fullerton School District of Orange County, California**  
**Resolution of the Board of Trustees**  
**Resolution #09/10-12**

On motion by Member \_\_\_\_\_, duly seconded and carried, the following Resolution was adopted:

WHEREAS, the State budget crisis is ongoing and continues to have a negative impact on District revenue; and

WHEREAS, in order to maintain a balanced budget and provide for essential services, the District must eliminate programs and services in the 2010/2011 fiscal year; and

WHEREAS, it will be necessary to reduce or discontinue the particular kinds of services now being rendered by certificated personnel for the 2010/2011 fiscal year as set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the reduction or elimination of said services may result in the reassignment and laying off of certificated employees; and

WHEREAS, it is necessary for the Superintendent to give notice to employees who may be laid off as a result of reduction in services prior to March 15, 2010, which notice is subject to Board review and final decision prior to May 15, 2010.

NOW, THEREFORE, BE IT RESOLVED that the Superintendent of the District, or his designee, is hereby directed to give written notice to certificated employees pursuant to Education Code Sections 44949 and 44955, and any other relevant provisions of the Education Code prior to March 15, 2010, in order to reduce the number of certificated positions as set forth in the attached Exhibit A and incorporated herein by this reference.

BE IT FURTHER RESOLVED that as between certificated employees who first rendered service in a probationary position on the same date, the order of termination of said employee/s shall be determined by referral to the tiebreaker criteria, as described in Exhibit B attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the actual layoff of any employee is subject to the final review and determination of this Board after appropriate hearings and deliberations.

BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT.

By \_\_\_\_\_  
Beverly Berryman, President  
Board of Education

**Fullerton School District of Orange County, California**  
**Resolution of the Board of Trustees**  
**Resolution #09/10-12 (continued)**

I, Minard Duncan, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California hereby certify that the foregoing Resolution was duly and regularly adopted by the said Board at an organizational meeting held on the 23<sup>rd</sup> day of February 2010 and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23<sup>rd</sup> day of February 2010.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

By: \_\_\_\_\_  
Minard Duncan  
Clerk of the Board of Trustees of the  
Fullerton School District

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent  
Secretary of the Board of Trustees of the  
Fullerton School District

**Fullerton School District of Orange County, California  
Resolution of the Board of Trustees  
Resolution #09/10-12**

**EXHIBIT A**

<b>SERVICES OR PROGRAMS TO BE ELIMINATED OR REDUCED</b>	<b>POSITIONS (FTE)</b>
<b><u>Administration</u></b>	
Elementary Assistant Principal(s)	1.5
<b><u>Pupil Services</u></b>	
School Psychologist	3.0
School Counselor	1.0
School Nurses	1.0
<b><u>Course Offerings/Instructional Program</u></b>	
Grades K – 6 Teacher Reduction	60.0
Foods/Sewing/Home Economics	3.0
Choir/movement	2.0
Keyboarding/Business/Computer Applications	3.0
Math	2.0
Science	2.0
Social Science	2.0
Language Arts	2.0
Physical Education	2.0
Art	3.0
Academic Coordinator	1.0

**Fullerton School District of Orange County, California**  
**Resolution of the Board of Trustees**  
**Resolution #09/10-12**

**EXHIBIT B**

Determination of Seniority Among Certificated Employees with the Same Seniority Date (“Tie-Breaker Resolution”)

This Board determines that the needs of the District and the students of this District are best served by resolving seniority ties within the meaning of Education Code Sections 44955, subdivision (b) (third paragraph) and Section 44846, by applying the criteria set forth below; as between employees who first rendered paid service to the district in a probationary position on the same date, the order of termination of said employees shall be determined by reference to the criteria which follow and the application thereof to each employee; and the criteria set forth in paragraphs 1 through 8 below are listed in priority order and each criterion shall be used only if the preceding criteria do not delineate the order of termination:

1. An employee who possesses a credential to teach or provide a service which is not being reduced or eliminated will be regarded as having greater seniority for purposes of determining seniority.

2. An employee who is currently teaching or providing a service which is not being reduced or eliminated will be retained over an employee of the same seniority who is currently serving in a position being eliminated or reduced.

3. Between certificated employees possessing the same seniority date and who possess the following in rank order with each succeeding option being of lower status than the preceding:

- (a) Clear or standard professional credential
- (b) Preliminary credential

4. Assuming that the preceding paragraphs does not resolve all ties between employees having the same seniority date, then employees possessing one of the following in rank order with each succeeding option being of lower status than the preceding will be regarded as having greater seniority than the employee holding an item lower on the ranked list:

- (a) No Child Left Behind (NCLB) Highly Qualified Teachers as determined by the District in the subject matter authorization
- (b) Bilingual, Cross-cultural, Language and Academic Development (BCLAD) Authorization
- (c) English Language (EL) authorization to teach English Language Learners (Cross-cultural, Language, and Academic Development (CLAD/EL); emergency permits do not qualify)

5. Assuming that the preceding paragraph does not resolve all ties between employees having the same seniority date then employees possessing one of the following in rank, order(all options within a sub set being equal) with each succeeding option being of lower

status than the preceding will be regarded as having greater seniority than the employee holding an item lower on the ranked list:

- (a) Persons currently holding the listed certificate or are currently assigned to one of the following District-identified specialized assignments listed as follows:
  - i. GATE Certificate
  - ii. GATE Identified Class/Cluster (2/3 identified students)
  - iii. IB Certificate
  - iv. IB Identified Classroom
  - v. CTAP II Certificate
  - vi. Identified 1:1 21<sup>st</sup> Century Learning Classroom
  - vii. Multi-age Identified Classroom
  - viii. QEIA Identified Classroom
  - ix. Teacher in a Program Improvement (PI) level 3-5 school
  
- (b) Two or more subject matter authorizations which include at least one of the following:
  - i. Special Education with moderate to severe authorization
  - ii. Special Education with mild to moderate authorization
  - iii. Mathematics
  - iv. Science
  
- (c) Two or more subject matter authorizations which include at least one of the following:
  - i. Foreign Languages
  - ii. Fine Arts
  - iii. English
  - iv. Social Sciences/Social Studies
  - v. History

6. Assuming that the preceding paragraphs do not resolve all ties between certificated employees having the same seniority date, then certificated employees will be ranked by actual step placement on the District Certificated Salary Schedule(s) starting with the greatest number of years to the least number of years.

7. Assuming that the preceding paragraphs do not resolve all ties between certificated employees having the same seniority date, then certificated employees will be ranked by actual column placement on the District Certificated Salary Schedule(s) starting with Column 4 to Column 1.

8. If the criteria listed above does not break a tie, the District shall hold a lottery at least five work days prior to the layoff hearing. Each group of tied employees shall have the right to attend the lottery and pick a lottery number. In the absence of the employee, the Assistant Superintendent of Personnel, or designee, will select a lottery number on behalf of the employee.



DISCUSSION/ACTION ITEM

**DATE:** February 23, 2010  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., District Superintendent  
**SUBJECT:** APPROVE 2010 CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) DELEGATE ASSEMBLY ELECTION CANDIDATES

Background: The California School Boards Delegate Assembly plays a key role in the California School Boards Association (CSBA) governance structure. Nominations for representatives to the CSBA Delegate Assembly were accepted by CSBA in January 2010. As a result of those nominations, there are twelve candidates for nine vacancies in the California School Boards Delegate Assembly, Region 15. The ballot also has a provision for write-in candidates if Trustees choose to vote for an individual whose name is not printed on the ballot. Ballots must be postmarked and returned to CSBA in Sacramento on or before Monday, March 15, 2010.

Rationale: The California School Boards Association (CSBA) conducts this annual Delegate Assembly election, and the Board of Trustees are afforded the opportunity to vote for candidates.

Funding: Not applicable.

Recommendation: Approve 2010 California School Boards Association (CSBA) Delegate Assembly Election candidates.

MH:cs  
Attachment

THIS COMPLETE, ORIGINAL BALLOT MUST BE SIGNED BY THE SUPERINTENDENT OR BOARD CLERK AND POSTMARKED AND RETURNED NO LATER THAN MONDAY, MARCH 15, 2010. ONLY ONE BALLOT PER BOARD. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2010 DELEGATE ASSEMBLY BALLOT  
REGION 15  
(Orange County)

Number of Vacancies: 9 (Vote for no more than 9 candidates)  
Delegates will serve two-year terms beginning April 1, 2010 – March 31, 2011

\*denotes incumbent

- |  |  |
|--|--|
| <input type="checkbox"/> Tammie Bullard (Tustin USD)*                  | <input type="checkbox"/> Susan Henry (Huntington Beach Union HSD)*     |
| <input type="checkbox"/> Shirley A. Carey (Huntington Beach City ESD)* | <input type="checkbox"/> Nancy W. Kirkpatrick (Saddleback Valley USD)* |
| <input type="checkbox"/> Debbie Cotton (Ocean View SD)                 | <input type="checkbox"/> Kathryn Moffat (Orange USD)*                  |
| <input type="checkbox"/> Meg Cutuli (Los Alamitos USD)*                | <input type="checkbox"/> Jo-Ann Purcell (Westminister SD)              |
| <input type="checkbox"/> Judith A. Franco (Newport-Mesa USD)*          | <input type="checkbox"/> Esther H. Wallace (Magnolia ESD)*             |
| <input type="checkbox"/> Mathew Harper (Huntington Bch. Union HSD)     | <input type="checkbox"/> Sharon Wallin (Irvine USD)*                   |

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Provision for Write-In Candidate	School District
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Provision for Write-In Candidate	School District
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Provision for Write-In Candidate	School District
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Signature of Superintendent or Board Clerk	Title
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Fullerton School District

ACTION ITEM

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE REVISIONS TO BOARD POLICY 6158, INSTRUCTION, INDEPENDENT STUDY

Background: The revised Board Policy 6158 was presented to the Board of Trustees for the first reading at the December 8, 2009, Board Meeting. Input was received and the revised board policy was approved on January 19, 2010. It was noted that there were minor corrections that needed to be made to this revised board policy.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, *“Great Schools – Successful Kids.”*

Funding: Not applicable.

Recommendation: Approve revisions to Board Policy 6158, Instruction, Independent Study.

JM:nm  
Attachment

FULLERTON SCHOOL DISTRICT

INSTRUCTION

Policy No.: 6158

Independent Study – Page 1

Board Adopted: November 28, 2006

Revised: July 21, 2009

Revised: January 19, 2010

Revised: February 23, 2010

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The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan and enabling students to reach curriculum objectives and fulfill graduation requirements. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the District's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom.

The minimum period of time for any independent study option shall be five **consecutive** school days.

The Superintendent or designee shall ensure that a written independent study agreement, as prescribed by law, exists for each participating student. (Education Code 51747)

To foster each participating student's success in independent study, the Board **has** established the maximum lengths of time which may elapse between the date an assignment is made and the date by which the student must complete the assigned work **is** one week for students in grades K-8. (~~an assignment = 1 week's worth of work~~)

When circumstances justify a longer time, the Superintendent or designee may extend the assignment to no longer than the semester of enrollment.

When any participating student fails to complete three independent study assignments in one semester, an evaluation shall be conducted and documented in writing to determine whether it is in the student's best interest to remain in independent study.

**FULLERTON SCHOOL DISTRICT**

**INSTRUCTION**

**Policy No.: 6158**

**Independent Study – Page 2**

**Board Adopted: November 28, 2006**

**Revised: July 21, 2009**

**Revised: January 19, 2010**

**Revised: February 23, 2010**

Legal Reference: Education Code

17289	Exemption for facilities
42238	Revenue limits
44865	Qualifications for home teachers and teachers in special classes and schools; consent to assignment
46300-46300.6	Methods of computing ADA
47612.5	Independent study in charter schools
48204	Residency based on parent employment
48206.3	Home or hospital instruction; students with temporary disabilities
48220	Classes of children exempted
48340	Improvement of pupil attendance
48915	Expulsion; particular circumstances
48916.1	Educational program requirements for expelled students
48917	Suspension of expulsion order
51745-51749.3	Independent study programs
56026	Individuals with exceptional needs

Family Code

6550	Authorization affidavits
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Code of Regulations, Title 5

11700-11703	Independent study
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ADMINISTRATIVE REPORT

**DATE:** February 23, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** "SUNSHINE" FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA) PROPOSAL TO NEGOTIATE A SUCCESSOR AGREEMENT WITH THE FULLERTON SCHOOL DISTRICT, 2010-2013 SCHOOL YEARS

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

The current Agreement allows for a Successor Agreement to be negotiated up to the school years of 2010-2013 with Fullerton Elementary Teachers Association (FETA). Once FETA's and the District's initial proposals have been submitted, the collective bargaining process may begin. The Agreement that was reached for the 2009-2010 school year set the date of March 8, 2010 as the start of negotiations for the Successor Agreement.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented ("sunshine").

Funding: Not applicable.

Recommendation: Not applicable.

MLD:lem