

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Tuesday, March 30, 2010, 5:30 p.m.
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Agenda

To: Board of Trustees and Press

From: Beverly Berryman, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Tuesday, March 30, 2010, 5:30 p.m.

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.

5:30 p.m. Call to Order, Pledge of Allegiance

Public Comments – Policy (see above)

Consent Items

- 1a. Approve Consultant Agreement with Action Learning Systems, Inc., to provide advanced instructional materials training and coaching in English Language Arts and Mathematics for Pacific Drive School teachers effective March 30, 2010 through June 30, 2010.

- 1b. Approve Consultant Agreement with Dr. Nancy Porras to provide English Language Parent Education Classes at Commonwealth School effective March 30, 2010 through June 30, 2010.

Recess to Closed Session

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas and legal counsel/Dave Larsen [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)]

Report From Closed Session

Adjournment

CONSENT ITEM

DATE: March 30, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gretchen Francisco, Principal, Pacific Drive School

SUBJECT: **APPROVE CONSULTANT AGREEMENT WITH ACTION LEARNING SYSTEMS, INC., TO PROVIDE ADVANCED INSTRUCTIONAL MATERIALS TRAINING AND COACHING IN ENGLISH LANGUAGE ARTS AND MATHEMATICS FOR PACIFIC DRIVE SCHOOL TEACHERS EFFECTIVE MARCH 30, 2010 THROUGH JUNE 30, 2010**

Background: Pacific Drive School is committed to improving student achievement by increasing the capacity for teachers to use research-based strategies and core curriculum materials to meet student needs. Pacific Drive School has an excellent relationship with Action Learning Systems (ALS), Inc. ALS will provide support, training, and coaching for the effective implementation of English Language Arts and Mathematics.

Rationale: Pacific Drive School teachers will benefit from continued training in effective development and delivery of *Standards-Based Lesson Design* and structured student interaction strategies for English Language Arts and Mathematics. Direct instruction is a research-based strategy that allows teachers to create an effective learning environment by presenting content information in a manner that ensures all students will learn and retain information. This will be the focused model for the development of mathematics and language arts lessons.

Funding: The cost is not to exceed \$14,000.00 to be paid from American Recovery and Reinvestment Act and Title III English Learner funds.

Recommendation: Approve Consultant Agreement with Action Learning Systems, Inc., to provide advanced instructional materials training and coaching in English Language Arts and Mathematics for Pacific Drive School teachers effective March 30, 2010 through June 30, 2010.

JM:SA:lc
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, Inc., 135 S. Rosemead Blvd., Pasadena, CA 91107 (626) 744-5344**, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:
 - **Seven days of Advanced Instructional Materials training and coaching in Houghton-Mifflin and Holt ELA at Pacific Drive School.**
2. Term. CONSULTANT shall provide services under this AGREEMENT during the term from **March 30, 2010 through June 30, 2010.**
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fourteen Thousand Dollars (\$14,000.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **N/A.**
5. Independent Contractor. CONSULTANT, in the performance of this

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

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

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

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

9. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers, employees and

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

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

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

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

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

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

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

AGREEMENT.

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

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

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

DISTRICT:

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

CONSULTANT:

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

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 30th DAY of March 2010

Fullerton School District
(Name of District)

Action Learning Systems, Inc.
(Consultant Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Kit Marshall
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: March 30, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sherry Hoyt, Principal, Commonwealth School

SUBJECT: **APPROVE CONSULTANT AGREEMENT WITH DR. NANCY PORRAS TO PROVIDE ENGLISH LANGUAGE PARENT EDUCATION CLASSES AT COMMONWEALTH SCHOOL EFFECTIVE MARCH 30, 2010 THROUGH JUNE 30, 2010**

Background: Commonwealth School has provided English language classes serving twenty parents for two mornings each week. The original instructor had been funded through Child Development grant funding. Due to personnel issues, the instructor can no longer provide the program at Commonwealth School. In order to continue offering these classes to parents, Commonwealth School will need to hire another instructor. Dr. Nancy Porras, a retired professor from California State University, Fullerton, is qualified and available to teach the classes for the remainder of the 2009/2010 school year.

Rationale: The parents are highly motivated to continue with the English language classes. Therefore, the Board of Trustees is being asked to approve the Consultant Agreement with Dr. Nancy Porras.

Funding: The cost is not to exceed \$2,400.00 to be paid from Commonwealth's Economic Impact Aid categorical funds (Budget #302).

Recommendation: Approve Consultant Agreement with Dr. Nancy Porras to provide English Language Parent Education Classes at Commonwealth School effective March 30, 2010 through June 30, 2010.

JM:SA:lc
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Dr. Nancy Porras, Address and Phone Number 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:

Consultant will provide Commonwealth School parents with English language classes.

Services shall be provided by **Dr. Nancy Porras**

2. Term. CONSULTANT shall provide services under this AGREEMENT during the term from **March 31, 2010 through June 30, 2010**.

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two Thousand, Four Hundred Dollars (\$ 2,400.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

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

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

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

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

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

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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.

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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:

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

CONSULTANT:

Name Dr. Nancy Porras
Address On File
Phone Number 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 30th DAY of March 2010

Fullerton School District
(Name of District)

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Superintendent
Title

Dr. Nancy Porras

(Consultant Name)

By:

Signature

Typed Name

Title

On File
Social Security or Taxpayer Identification
Number