

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, May 11, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

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

- Superintendent Evaluation, Board Representative Beverly Berryman [Government Code section 54957.6]
- 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]
- Public Employee Appointment, Elementary School Principal [Government Code section 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]

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

Pledge of Allegiance

Introductions/Recognitions

Fullerton Rotary Foundation Community Investment Awards,
--Nicolas Junior High School, Valencia Park School, Fullerton Education Foundation
Friends of Jazz
Sandi Dimick, OCDE Recognized Classified FSD Nominee
State Science Olympiad Participants, Ladera Vista Junior High School

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 April 27, 2010

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

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered D22C0093, D22D0629 through D22D0664, D22M0119 through D22M0126, D22R0692 through D22R0724, D22S0171, D22T0048, D22V0077 through D22V0082, and D22X0439 for the 2009/2010 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 120984 through 121000 and out-of-date sequence purchase orders numbered DJ-120011, GS-120013, and 120983 for the 2009/2010 school year.

1e. Approve/Ratify warrants numbered 73673 through 73844 for the 2009/2010 school year in the amount of \$2,483,876.79.

1f. Approve/Ratify Nutrition Services warrants numbered 7558 through 7611 for the 2009/2010 school year totaling \$623,509.36.

1g. Approve Classified tuition reimbursement.

1h. Adopt Resolution #09/10-16 proclaiming May 16-22, 2010 as "Classified Employee Week" in the Fullerton School District.

1i. Approve Amendment #3 to Contract #31939 with the Orange County Department of Education (OCDE) for implementation and software support of the Sungard Bi-Tech Financial System.

1j. Approve Independent Contractor Agreement between Fullerton School District and Mr. Cary Trivanovich to provide training for anti-bullying assemblies at Nicolas Junior High School on May 17, 2010.

1k. Approve/Ratify Agreement for Professional Services between Fullerton School District and TECHROOM, INC., from December 1, 2009 through June 30, 2010.

Discussion/Action Items

2a. Approve "sunshine" of the Fullerton School District proposal to negotiate with California School Employees Association, Chapter 130, 2010-2013 successor agreement.

2b. Approve the proposed Administrative Law Judge's decision effective immediately and notify the individuals that their services will not be required for the ensuing year.

2c. Approve layoff of Certificated employees for the 2010/2011 school year as presented in Exhibit A.

Administrative Reports

3a. First Reading of New and Revised Board Policies

New:

Philosophy, Goals, Objectives and Comprehensive Plans
BP 0440, District Technology Plan

Instruction

BP 6120, Response to Instruction and Intervention
BP 6159, Individualized Education Program
BP 6159.1, Procedural Safeguards and Complaints for Special Education
BP 6161.1, Selection and Evaluation of Instructional Materials
BP 6164.5, Student Success Teams
BP 6172, Gifted and Talented Student Program

Revised:

Philosophy, Goals, Objectives and Comprehensive Plans
BP 0430, Comprehensive Local Plan For Special Education

Instruction

BP 6144, Controversial Issues
BP 6153, School-Sponsored Trips
BP 6171, Title I Programs
BP 6190, Evaluation of the Instructional Program

3b. First Reading of Revised Board Policy 3270, Business and Noninstructional Operations, Sale and Disposal of Books, Equipment, and Supplies.

3c. "Sunshine" California School Employees Association, Chapter 130, proposal to negotiate with Fullerton School District, 2010-2013 Successor Agreement.

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, May 25, 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, April 27, 2010
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 4:07 p.m. and Carmen Serna led the pledge of allegiance to the flag.

Board Members present: Ellen Ballard, Beverly Berryman, 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.

Recess to Closed Session – Agenda:

At 4:08 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 5:43 p.m., and President Berryman reported that the Board voted 4-0 to approve the Agreement between the Fullerton School District and the Court Appointed Educational Representative of Student ID#673593 for reimbursement of reasonable attorney fees and costs payable to "The Client Account of The Law Offices of Kathleen M. Loyer, Inc." in the amount of \$1,500.00. President Berryman reported the Board reviewed a request for a stipulated expulsion concerning student case #0910-01. It is the recommendation of the Administrative Review Committee that the student be expelled from all the schools and programs of the District for the Spring Semester 2010, which ends June 15, 2010. The Board finds that the student has violated Education Code sections 48900(c) and 48900(d). Readmission to the District at the end of the expulsion period will be contingent upon satisfactory completion of the Rehabilitation Plan pursuant to California Education Code section 48916. The student may apply for readmission at the end of the expulsion order. Moved by Hilda Sugarman, seconded by Ellen Ballard, and carried 4-0 to approve the findings and recommendations of the Administrative Review Committee. President Berryman introduced Cub Scout #1216 who led the pledge of allegiance to the flag.

Introductions/Recognitions

Mike Oates, Sister City Association President, spoke about the recent trip to Japan and Taiwan made by the Fullerton Sister City Association. The trip was inspired by the International Art Exchange held last year, coordinated by Lauralyn Eschner, with the sister cities in Korea, Japan, Mexico, and potential future sister city in Taiwan. During the trip, an elementary school and high school were visited. Mr. Oates encouraged people to become involved in the Fullerton Sister City Association.

Dr. Hovey and President Berryman presented certificates of recognition to Golden Hill, Sunset Lane, and Fern Drive Schools for being designated as 2010 California Distinguished Schools.

Hermosa Drive School Principal, Robin Gilligan, presented an overview of the school's many programs and activities. Hermosa Drive students Katie Munson and Race Swisher assisted her in the presentation.

Public Comments

Robert Johnson, President of the Fullerton Education Foundation (FEF), announced that it is not too late to participate in the Putting Tournament held on May 7, 2010. They will have an opportunity drawing with great prizes.

Naomi Green, Linda Leser, Islah Shinault, Tricia Lockhart, Kristin Montoya, and Leslie Corsini spoke to the Board with their concerns about eliminating the Foods program at the District. They expressed their appreciation towards the Foods program and the positive influence it has on students' lives. Dr. Hovey clarified that electives are not being eliminated at the District but may need to be altered for the following school year based on the need to maintain fiscal solvency. The District will know more details regarding the budget following the May Revise.

Superintendent's Report

Dr. Hovey commented that STAR testing has started. He encouraged students to get plenty of rest and eat a good breakfast. Dr. Hovey congratulated Becky D'Arrigo, Coordinator of Educational Services, for being selected by the Chamber of Commerce as the 2010 *Educator of the Year*. Mrs. D'Arrigo will be honored at the breakfast held on May

27, 2010, at the Holiday Inn & Suites in Fullerton. Dr. Hovey commented that Cynthia Rounds, Fisler School teacher, has been selected as a finalist for the 2010 Project Tomorrow-TechAmerica Innovation in Education Award. Ms. Rounds will now be moving onto the next level and is one of only three teachers in Orange County that were designated as finalists this year. Dr. Hovey congratulated Child Development Services (CDS) for receiving a \$50,000.00 award for Early Intervention for School Success grant. CDS previously received the grant award for Pacific Drive and Orangethorpe Schools and this year's award is for Richman School. Dr. Hovey shared his wonderful experience visiting the Heritage House with Raymond School students. Dr. Hovey read a letter sent to him from a Raymond School student who visited the Heritage House.

Information from the Board of Trustees

Trustee Sugarman- She commented that Mark Douglas is being honored at the ACSA "Celebration of Excellence" held on May 10, 2010. Mr. Douglas was named ACSA's Administrator of the Year in Human Resources for Region 17. She congratulated Ted Lai, Director of Technology and Media Services, for being selected by Apple to attend the Apple Distinguished Educators Summer Institute in Orlando, Florida. Mr. Lai is one of 100 educators chosen from around the world to attend the Summer Institute. She commented that the "Give Your Heart to the Arts Luncheon" will be held on May 15, 2010, at Coyote Hills Country Club. Trustee Sugarman visited several school sites and had an opportunity to see teachers using promethean boards. She thanked everyone for his or her role in making the District so great.

Trustee Ballard- She commented that the District has a lot to celebrate. FEF will host the Putting Tournament on May 7th and encouraged people to buy opportunity tickets if they are not able to participate in the event. FEF awards several teacher grants each year with the profits from this putting tournament. On behalf of the Board, she congratulates teachers across the District for "Day of the Teacher" on May 12th.

Trustee Thornley- She congratulated Golden Hill, Sunset Lane, and Fern Drive Schools for being designated as California Distinguished Schools. She encouraged people to get involved in the Sister City Association. It is a great opportunity for students to get involved and the trips are wonderful.

President Berryman- She commented that a Resolution recognizing Classified Appreciation Week will be presented to the Board at the following Board meeting. President Berryman attended the Governor's Fitness Challenge at Richman School. She encouraged everyone to make a commitment to be physically active. She stated that you can register at www.calgovcouncil.org/challenge. President Berryman stated that she had the opportunity, along with several Board members and Dr. Hovey, to visit Assemblyman Chris Norby at his office in Brea. She hopes to continue building the relationship and communication with Mr. Norby.

Information from PTA, FETA, CSEA, FESMA

PTA Council President Luz Howchin- She commented that PTA Council had their meeting on April 27 in the morning. She shared that many parents are concerned with budget uncertainties and hope that issues get resolved. She announced that Georgene Bravo has been selected as the new PTA Council President for the 2010/2011 school year. She stated that the California State PTA Convention will begin on April 29. She thanked the District for supporting the Governor's Fitness Challenge. The PTA Council installation meeting will be held on May 25th and will be the last meeting for the 2009/2010 school year.

FETA President Andy Montoya- He handed out copies of California Educator to the Board Members and Executive Cabinet.

CSEA Marleen Acosta- She thanked the District for their efforts with negotiations and CSEA will be submitting a proposal to negotiate with the District. She announced that Albert Santillan, CSEA Vice President, has resigned from the CSEA Board. She thanked Mr. Santillan for his service to CSEA. She invited the Board and Executive Cabinet to the CSEA Banquet to be held on May 15, 2010.

FESMA- Paula Pitluk- She mentioned that ACSA Region 17 will be recognizing Mark Douglas as Administrator of the Year for Human Resources on May 10. She encourages administrators to become ACSA members.

Approve Minutes

Moved by Lynn Thornley, seconded by Ellen Ballard and carried 4-0 to approve the minutes of the Regular meeting on March 23, 2010 and the minutes of the Special meeting on March 30, 2010.

Consent Items

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve all consent items. Trustee Sugarman read aloud Resolution #09/10-15 regarding "Day of the Teacher."

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered D22B0027 through D22B0028, D22C0081 through D22C0092, D22D0500 through D22D0628, D22M0106 through D22M0118, D22R0578 through D22R0691, D22S0150 through

D22S0170, D22T0038 through D22T0047, D22V0060 through D22V0076, and D22X0429 through D22X0438 for the 2009/2010 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 120841 through 120982 and out-of-date sequence purchase orders numbered GS-120011 and GS-120012 for the 2009/2010 school year.

1e. Approve/Ratify warrants numbered 73284 through 73672 for the 2009/2010 school year in the amount of \$1,179,756.34.

1f. Approve/Ratify Nutrition Services warrants numbered 7503, and 7512 through 7557 for the 2009/2010 school year totaling \$172,333.95.

1g. Approve Memorandum of Understanding between Fullerton School District and the California Healthy Kids Survey (CHKS) Regional Center for the 2009/2010 school year.

1h. Approve overnight field trip for Beechwood School's eighth grade students to Washington, D.C., May 22-29, 2010.

1i. Approve overnight field trip for Robert C. Fisler School's eighth grade students to Washington, D.C., May 15-22, 2010.

1j. Approve overnight field trip for Robert C. Fisler School's fourth grade students to Sacramento, June 2-4, 2010.

1k. Approve overnight field trip for Nicolas Junior High School's eighth grade students to Washington, D.C., May 29-June 5, 2010.

1l. Approve Consultant Agreement with Fullerton School District and the Parent Institute for Quality Education (PIQE) to provide parenting classes and parent academic support training at Woodcrest School from May 6, 2010 through June 17, 2010.

1m. Approve Jesus Uribe, Fisler School, to attend out-of-state "Science Olympiad Summer Institute" in Phoenix, Arizona, July 12-16, 2010.

1n. Approve Independent Contractor Agreement between the Fullerton School District and Natasha Wagener, MS, ABSNP, to provide consultation services effective April 28, 2010 through June 30, 2010.

1o. Approve/Ratify Classified Personnel Report.

1p. Approve Ted Lai to attend the International Society for Technology in Education 2010 Conference in Denver, Colorado from June 26-30, 2010.

1q. Approve Ted Lai to attend the Apple Distinguished Educators Summer Institute in Orlando, Florida at Full Sail University from July 11- July 16, 2010.

1r. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2010-March 31, 2010).

1s. Adopt Resolution #09/10-15 proclaiming May 12, 2010 as "Day of the Teacher" in the Fullerton School District.

1t. Approve/Ratify warrants numbered 1099 through 1100 for the 2009/2010 school year in the amount of \$178,415.26 (District 48, Amerige Heights)

1u. Approve Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2010, through June 30, 2011.

1v. Approve/Ratify Addendum No. 1 for the Fullerton School District to purchase school supplies from a piggyback bid of Placentia-Yorba Linda Unified School District Supplies Bid No. 209-4.

1w. Approve/Ratify Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Provision of Positive Behavioral Intervention and Supports and Violence Prevention Education Services for 2009/2010.

Discussion/Action Items

2a. Approve the agreement between the Fullerton School District and Alta Loma School District to purchase occupational therapy equipment.

Gary Cardinale, Assistant Superintendent, Business Services, discussed the District has a great opportunity to purchase occupational therapy equipment for a very reasonable amount of money. It was moved by Hilda Sugarman, seconded by Ellen Ballard, and carried 4-0 to approve the agreement between the Fullerton School District and Alta Loma School District to purchase occupational therapy equipment.

2b. Approve requests from Hermosa Drive and Nicolas Junior High to waive the laptop survey percentage requirement for incoming students for 2010/2011 as authorized in the ACLU settlement agreement.

Ted Lai, Director of Technology and Media Services, presented a comprehensive report of the District's 21st century technology. Mr. Lai reviewed the laptop survey results from Hermosa Drive School, Fisler School, and Nicolas Junior High School. It was then moved by Lynn Thornley, seconded by Ellen Ballard, and carried 3-1 (President Berryman voted "no") to approve requests from Hermosa Drive and Nicolas Junior High to waive the laptop survey percentage requirement for incoming students for 2010/2011 as authorized in the ACLU settlement agreement.

Administrative Reports

3a. "Sunshine" Fullerton School District proposal to negotiate with California School Employees Association (CSEA), Chapter 130 for reopener articles.

Mark Douglas, Assistant Superintendent, Personnel Services, reviewed CSEA's proposal to negotiate with the District.

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

There were no requests.

Adjournment

President Berryman adjourned the Regular meeting on April 27, 2010 at 7:42 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: May 11, 2010

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), and leave(s) of absence

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON MAY 11, 2010

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Hana Kim	Substitute Teacher	Employ	100	04/05/10
Lauren Moses	Substitute Teacher	Employ	100	04/08/10

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Diane Street	Kindergarten/Laguna Road	Leave of Absence	04/28/10-06/15/10

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 May 11, 2010.

Clerk/Secretary

CONSENT ITEM

DATE: May 11, 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 – May 11, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	All the Arts for All the Kids Foundation (Community Partner)	Monetary donation of \$360.00 for the school
Beechwood	Miaad Bushala (Student)	Monetary donation of \$4,125.00 for the Technology program
Fern Drive	Boeing Gift Matching Program (Community Partner)	Monetary donation of \$200.00 for the school
Fern Drive	Top Class Pizza (Community Partner)	Monetary donation of \$135.08 for the school
K-6 School Libraries	Friends of Jazz, Inc. (Community Partner)	Donation of K-6 reading level books about the lives of famous musicians
Maple	Marilyn Trainer (School Volunteer)	Monetary donation of \$100.00 for the school
Maple	Sam's Club Foundation (Community Partner)	Monetary donation of \$250.00 for the school
Parks Jr. High	Leslie Holts & Elda Muto (Parent)	Monetary donation of \$75.00 for the Vocal program
Parks Jr. High	Peter & Michelle Lemcke (Parent)	Monetary donation of \$50.00 for the Vocal program
Raymond	Christopher & Elizabeta Meyer (Parent)	Monetary donation of \$500.00 for the Library
Sunset Lane	Edison Gifts (Community Partner)	Monetary donation of \$100.00 for the school

CONSENT ITEM

DATE: May 11, 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 D22C0093, D22D0629 THROUGH D22D0664, D22M0119 THROUGH D22M0126, D22R0692 THROUGH D22R0724, D22S0171, D22T0048, D22V0077 THROUGH D22V0082, AND D22X0439 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 D22C0093, D22D0629 through D22D0664, D22M0119 through D22M0126, D22R0692 through D22R0724, D22S0171, D22T0048, D22V0077 through D22V0082, and D22X0439 for the 2009/2010 fiscal year.

GC:SS:ds
 Attachment

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/11/2010**

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22C0093	LEADERSHIP AND LEARNING CENTER	1,995.00	1,995.00	0130220101 5210	Econ Impact Aid Nicolas / Conferences and Meetings
D22D0629	STUDY ISLAND LLC	2,455.20	2,455.20	0130410103 4310	SBCP Instr Acacia / Materials and Supplies Instr
D22D0630	SUPPLY MASTER	704.70	704.70	0110130109 4310	CSR Option II Program Fisler / Materials and Supplies Instr
D22D0631	SOPRIS WEST	4,995.47	4,995.47	0130421103 4310	SBCP Instr Orangethorpe / Materials and Supplies Instr
D22D0632	IT'S ELEMENTARY	96.13	96.13	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
D22D0633	WHITE RHINO GRAPHICS	1,957.50	978.75	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Instr
			978.75	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0634	SUPPLY MASTER	29.69	29.69	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0635	OFFICE DEPOT BUSINESS SERVICE	689.28	689.28	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Instr
D22D0636	B AND H PHOTO VIDEO INC	295.35	295.35	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
D22D0637	GOV CONNECTION	121.80	121.80	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0638	POSITIVE PROMOTIONS	536.12	208.12	0111719109 4310	Hourly Intervention Maple / Materials and Supplies Instr
			150.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
			178.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
D22D0639	GRADECAM CORPORATION	403.50	403.50	0121320102 4310	ARRA Ttl I Local Instr Nicolas / Materials and Supplies
D22D0640	SUPPLY MASTER	395.22	395.22	0109715279 4350	Suppl Grant Supp Admin Golden / Materials and Supplies
D22D0641	EDUCATION TECHNOLOGY GROUP	417.56	417.56	0111918109 4310	Phelps Grant Laguna Road / Materials and Supplies Instr
D22D0642	CAPSTONE PRESS	500.00	500.00	0111624109 4310	Donations Instr Raymond / Materials and Supplies Instr
D22D0643	AEROMARK	38.06	38.06	0153050799 4350	Business Administration DC / Materials and Supplies
D22D0644	PASCO SCIENTIFIC	1,467.26	1,467.26	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
D22D0645	RUSCO INC	16,075.59	16,075.59	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0646	B AND H PHOTO VIDEO INC	936.77	936.77	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
D22D0647	GOV CONNECTION	450.23	450.23	0109715279 4350	Suppl Grant Supp Admin Golden / Materials and Supplies
D22D0648	GOPHER SPORT	804.02	804.02	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
D22D0649	SUPPLY MASTER	377.81	377.81	0109715279 4350	Suppl Grant Supp Admin Golden / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/11/2010

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0650	OFFICE DEPOT BUSINESS SERVICE	326.23	163.12	1208510271 4350	Childcare Admin Acacia / Materials and Supplies Office
			163.11	1208513271 4350	Childcare Admin Fern Drive / Materials and Supplies
D22D0651	PCI EDUCATIONAL PUBLICATIONS	666.39	666.39	0107723109 4310	School Grants Parks / Materials and Supplies Instr
D22D0652	THINK SOCIAL PUBLISHING INC	233.94	233.94	0107723109 4310	School Grants Parks / Materials and Supplies Instr
D22D0653	OFFICE DEPOT BUSINESS SERVICE	21.47	21.47	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
D22D0654	EDUCATIONAL INNOVATIONS INC	31.77	31.77	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
D22D0655	FREY SCIENTIFIC COMPANY	124.79	124.79	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
D22D0656	EDUCATIONAL INNOVATIONS INC	253.24	253.24	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
D22D0657	SUPPLY MASTER	724.76	724.76	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
D22D0658	SUPPLY MASTER	174.78	174.78	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22D0659	LAKESHORE LEARNING	642.26	642.26	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0660	LAKESHORE LEARNING	917.77	917.77	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0661	LAKESHORE LEARNING	1,114.89	1,114.89	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0662	LAKESHORE LEARNING	2,054.82	2,054.82	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0663	LAKESHORE LEARNING	644.50	644.50	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
D22D0664	LAKESHORE LEARNING	857.60	857.60	1231419101 4310	Child Dev PreK Qlty Materials / Materials and Supplies
D22M0119	TOXCO INC	652.50	652.50	0154053829 5899	Hazardous Materials and Waste / Other Expenses
D22M0120	SURFACE TECHNOLOGY COMPANY	1,051.80	1,051.80	0153453819 4363	Vandalism / Materials and Supplies Repairs
D22M0121	CJ ENTERPRISES	105.00	105.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0122	B AND M LAWN GARDEN	452.40	452.40	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
D22M0123	FIRE CONNECTION	105.71	105.71	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0124	EBERHARD EQUIPMENT	255.56	255.56	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
D22M0125	O C SHORTLOAD	312.12	312.12	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0126	PRECISION FENCE	1,225.00	1,225.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/11/2010**

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22R0692	SOPRIS WEST	506.66	506.66	0141155109 4310	Staff Development Instr / Materials and Supplies Instr
D22R0693	STAPLES ADVANTAGE	266.87	266.87	0142054201 4350	Special Ed Administration / Materials and Supplies Office
D22R0694	APPLE COMPUTER INC.	1,556.64	1,556.64	0144210101 4310	Technology Donations Acacia / Materials and Supplies Instr
D22R0695	OFFICE DEPOT BUSINESS SERVICE	119.64	103.36	0142054201 4350	Special Ed Administration / Materials and Supplies Office
			16.28	0151454391 4350	Special Services / Materials and Supplies Office
D22R0696	DAISY IT	97.81	97.81	0153150759 4350	Warehouse DC / Materials and Supplies Office
D22R0697	SOUTHERN CALIFORNIA PUBLIC	25.00	25.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
D22R0698	MORRIS, DEBORAH L	65.17	65.17	0130421103 4310	SBCP Instr Orangethorpe / Materials and Supplies Instr
D22R0699	FREE WILL PRINTING COMPANY	92.83	92.83	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
D22R0700	SLOTSY TOURS	5,868.10	5,868.10	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22R0701	SLOTSY TOURS	6,521.00	6,521.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22R0702	OFFICE DEPOT BUSINESS SERVICE	464.06	232.03	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			232.03	0152657719 4350	Superintendent Discret / Materials and Supplies Office
D22R0703	SUPPLY MASTER	150.95	150.95	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0704	WESTMINSTER SCHOOL DISTRICT	32,175.00	26,500.00	0107655109 4310	Alcoa Foundation Grant Instr / Materials and Supplies Instr
			5,675.00	0109555109 4310	Beckman Science Instructional / Materials and Supplies
D22R0705	MOORE, TANWYA	131.15	131.15	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
D22R0706	YMCA OF ORANGE COUNTY	7,747.89	7,747.89	0132952101 5805	Aftr Schl Ed Sfty Grt Cohort 6 / Consultants
D22R0707	JOHNSON, JANICE E	1,855.00	600.00	0134021211 5805	EISS Instr Supv Orangethorpe / Consultants
			1,255.00	0134022211 5805	EISS Instr Supv Pacific Drive / Consultants
D22R0708	SCHOOL SERVICES OF CALIFORNIA	4,647.53	4,647.53	0152351709 5805	Contract Admin Discret / Consultants
D22R0709	BOYS & GIRLS CLUB OF FULLERTON	22,356.00	22,356.00	0132952101 5805	Aftr Schl Ed Sfty Grt Cohort 6 / Consultants
D22R0710	AEROMARK	50.03	50.03	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22R0711	SCHOOL SERVICES OF CALIFORNIA	5,033.10	5,033.10	0152351709 5805	Contract Admin Discret / Consultants
D22R0712	PAR INC	301.22	301.22	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/11/2010

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22R0713	WESTERN PSYCHOLOGICAL SERVICES	190.00	190.00	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
D22R0714	PEARSON ASSESSMENT INC	664.40	664.40	0151154321 4315	Psychological Services / Materials Test Kits Protocols
D22R0715	PAULSSON, KAREN	176.19	176.19	0151654101 4310	Pre Referral Mental Health Ins / Materials and Supplies Inst
D22R0716	PRO ED	109.25	109.25	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
D22R0717	WESTERN PSYCHOLOGICAL SERVICES	117.56	117.56	0151154321 4315	Psychological Services / Materials Test Kits Protocols
D22R0718	MAXI AIDS INC	38.30	38.30	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
D22R0719	PEARSON ASSESSMENT INC	139.65	139.65	0151154321 4315	Psychological Services / Materials Test Kits Protocols
D22R0720	PEARSON ASSESSMENT INC	138.94	138.94	0151154321 4315	Psychological Services / Materials Test Kits Protocols
D22R0721	OFFICE DEPOT BUSINESS SERVICE	78.48	78.48	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
D22R0722	LAM, DEVI	63.03	63.03	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
D22R0723	STAPLES ADVANTAGE	397.70	397.70	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0724	SUPPLY MASTER	518.08	518.08	0111555103 4310	Gifted and Talented Education / Materials and Supplies
D22S0171	OFFICE DEPOT BUSINESS SERVICE	1,053.16	1,053.16	0100000000 9320	Unrestricted / Stores
D22T0048	CLEAN AIR TESTING INC	702.00	351.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			351.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22V0077	APPLE COMPUTER INC.	2,501.20	2,501.20	0111721109 6410	Hourly Intervention Orangethrp / New Equip Less Than
D22V0078	APPLE COMPUTER INC.	624.61	81.95	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			542.66	0130230101 6410	Economic Impact Aid Fisler / New Equip Less Than
D22V0079	APPLE COMPUTER INC.	12,665.38	1,830.00	0109715109 5711	Suppl Grant Support Golden Hil / Computer Maintenance
			10,835.38	0130215101 6410	Econ Impact Aid Golden Hill / New Equip Less Than
D22V0080	ASA COMPUTERS INC	1,662.79	1,662.79	0111721109 6410	Hourly Intervention Orangethrp / New Equip Less Than
D22V0081	APPLE COMPUTER INC.	6,001.00	6,001.00	0130222101 6410	Econ Impact Aid Pacific Drive / New Equip Less Than
D22V0082	UPTIME BUSINESS PRODUCTS	3,446.38	3,446.38	0121221101 6410	Title I Orangethorpe Instr / New Equip Less Than \$10,000
D22X0439	PARADIGM HEALTHCARE SERVICES	14,000.00	14,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/11/2010**

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	174,806.46		
		Fund 12 Total:	9,204.85		
		Total Amount of Purchase Orders:	184,011.31		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

05/11/2010

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0271	NCS PEARSON INC	17,585.94	+4,391.94	0111717109 4310	Hourly Intervention Ladera Vis / Materials and Supplies Inst
D22D0599	GOV CONNECTION	1,383.31	+95.92	0121325102 4310	ARRA Title I Local Inst Rehman / Materials and Supplies
D22X0209	KONICA MINOLTA BUSINESS SOLUTI	2,369.00	+1,100.00	0130423103 5630	SBCP Instr Parks / Rents and Leases
D22X0422	TOYS R US	1,050.00	+1,050.00	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
			-550.00	0142554109 6450	Calif Childrens Services Instr / Repl Equip Less Than \$10,00
D22Y0019	SPRINT PCS	5,400.00	+144.00	0153256369 5900	Transportation Field Trips / Communications
			+198.00	0156556369 5900	Home to Sch Transportation DC / Communications
			+558.00	0156656369 5900	Transportation Special Ed DC / Communications
D22Z0061	SPRINT PCS	7,500.00	+1,500.00	0153353819 5900	Plant Maintenance DC / Communications
D22Z0066	TRAFFIC CONTROL SERVICE INC	2,500.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		9,487.86		
	Total Amount of Change Orders:		9,487.86		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/11/2010

FROM 04/03/2010 TO 04/19/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22C0085	ORANGE CNTY DEPARTMENT OF	75.00	75.00	0141155229 5210	Staff Development Disc / Conferences and Meetings
D22C0094	SCHOOL SERVICES OF CALIFORNIA	1.00	1.00	0152055779 5210	Education Services Discret / Conferences and Meetings
	Fund 01 Total:	76.00			
	Total Amount of Purchase Orders:	76.00			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/11/2010

FROM 04/03/2010 TO 04/19/2010

<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

05/11/2010

FROM 04/03/2010 TO 04/19/2010

PO
NUMBER VENDOR

PO
TOTAL

CHANGE ACCOUNT
AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/11/2010

FROM 04/03/2010 TO 04/19/2010

<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 05/11/2010

FROM 04/03/2010 TO 04/19/2010

<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 05/11/2010

FROM 04/03/2010 TO 04/19/2010

<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

05/11/2010

FROM 04/03/2010 TO 04/19/2010

<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: May 11, 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 120984 THROUGH 121000 AND OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED DJ-120011, GS-120013, AND 120983 FOR THE 2009/2010 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated April 3, 2010 through April 19, 2010, contains purchase orders numbered 120984 through 121000 and out-of-date sequence purchase orders numbered DJ-120011, GS-120013, and 120983 for the 2009/2010 school year totaling \$8,054.18.

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 120984 through 121000 and out-of-date sequence purchase orders numbered DJ-120011, GS-120013, and 120983 for the 2009/2010 school year.

GC:LR:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
04-03-2010 through 04-19-2010

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
3/1/2010	DJ Co-ops	DJ-120011	Commodity	753.30
3/16/2010	Gold Star Foods	GS-120013	Commodity	372.41
4/2/2010	Campus Foods	120983	Food	142.80
Processed Food & Commodity P.O.'s				
NONE				
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				1,268.51
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Summary Report				6,785.67
TOTAL PURCHASE ORDERS				\$ 8,054.18

Date 04/21/2010
Time 11:59

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
(04/03/2010 - 04/19/2010)

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120984	04/03/2010	A & R Distributors ***C A N C E L L E D***	.0	0	99
120985	04/03/2010	ASR Food Distributors, Inc. *** C A N C E L L E D***	0	0	99
120986	04/05/2010	Swift Produce	1,242	803	90
120987	04/05/2010	Swift Produce	194	0	90
120988	04/05/2010	Swift Produce	216	0	90
120989	04/05/2010	Swift Produce	82	0	90
120990	04/05/2010	Swift Produce	108	0	90
120991	04/06/2010	Gold Star Foods	961	0	99
120992	04/06/2010	Campus Foods Dept 6 for Catering	30	0	99
120993	04/07/2010	Gold Star Foods May ASSP Menu	73	0	90
120994	04/07/2010	Gold Star Foods MAY ASSP MENU	73	0	90
120995	04/09/2010	Swift Produce	1,232	0	90
120996	04/13/2010	ASR Food Distributors, Inc.	442	0	99
120997	04/13/2010	A & R Distributors ***C A N C E L L E D***	0	0	99
120998	04/13/2010	Gold Star Foods	446	0	99
120999	04/13/2010	Campus Foods	1,094	0	99
121000	04/15/2010	State Board of Equaliz Sales Tax for Jan, Feb and March 2010	593	0	90

Fullerton School District

Food Services

Page 1

Date 04/21/2010

Time 11:57

PURCHASE ORDER SUMMARY

(04/03/2010 - 04/19/2010)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	120984	04/03/2010		0.00	0.00	0.00	0.00
	120997	04/13/2010		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
ASR Food Distributors, Inc.	120985	04/03/2010		0.00	0.00	0.00	0.00
	120996	04/13/2010		0.00	442.28	0.00	442.28
				0.00	442.28	0.00	442.28
Campus Foods	120992	04/06/2010		0.00	29.82	0.00	29.82
	120999	04/13/2010		0.00	1,094.28	0.00	1,094.28
				0.00	1,124.10	0.00	1,124.10
Gold Star Foods	120991	04/06/2010		0.00	961.00	0.00	961.00
	120993	04/07/2010		0.00	72.50	0.00	72.50
	120994	04/07/2010		0.00	72.50	0.00	72.50
	120998	04/13/2010		0.00	446.00	0.00	446.00
				0.00	1,552.00	0.00	1,552.00
State Board of Equaliz	121000	04/15/2010		0.00	0.00	593.11	593.11
				0.00	0.00	593.11	593.11
Swift Produce	120986	04/05/2010		0.00	582.00	660.30	1,242.30
	120987	04/05/2010		0.00	0.00	194.35	194.35
	120988	04/05/2010		0.00	0.00	216.30	216.30
	120989	04/05/2010		0.00	0.00	81.79	81.79
	120990	04/05/2010		0.00	0.00	107.72	107.72
	120995	04/09/2010		0.00	58.20	1,173.52	1,231.72
				0.00	640.20	2,433.98	3,074.18
				0.00	3,758.58	3,027.09	6,785.67

* Totals Are Rounded

CONSENT ITEM

DATE: May 11, 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 73673 THROUGH 73844 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$2,483,876.79

Background: Board approval is requested for warrants numbered 73673 through 73844 for the 2009/2010 school year. The total amount presented for approval is \$2,483,876.79.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$2,448,962.30
12 Child Development	23,235.59
14 Deferred Maintenance	0
21 Building Fund	0
23 G.O. Bond 2002B	0
25 Capital Facilities	733.34
40 Special Reserve	0
68 Workers' Compensation	10,945.56
81 Property/Liability Insurance	0
Total	<u>\$2,483,876.79</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 73673 through 73844 for the 2009/2010 school year in the amount of \$2,483,876.79.

GC:SS:ds

CONSENT ITEM

DATE: May 11, 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 7558 THROUGH 7611 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$623,509.36**

Background: Board approval is requested for Nutrition Services warrants numbered 7558 through 7611 for the 2009/2010 school year. The total amount presented for approval is \$623,509.36.

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 7558 through 7611 for the 2009/2010 school year totaling \$623,509.36.

GC:LR:dlh

CONSENT ITEM

DATE: May 11, 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.

Veronica Rios – Class taken through California State University, Fullerton. HUSR 470 – Evaluation of Human Services Programs. Total amount payable \$500.00.

Michaela Sijen-Acosta – Class taken through California State University, Fullerton. ANTH 101 - Introduction to Biological Anthropology. 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 0152258749-5885. \$15,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

MD:KC:ph

CONSENT ITEM

DATE: May 11, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **ADOPT RESOLUTION #09/10-16 PROCLAIMING MAY 16-22, 2010 AS
“CLASSIFIED EMPLOYEE WEEK” IN THE FULLERTON SCHOOL
DISTRICT**

Background: Each year the California School Employees Association designates one week as “Classified Employee Week” with the intent of honoring classified employees throughout the State at the same time. This year, “Classified Employee Week” is May 16-22, 2010.

Rationale: The Board of Trustees may pass a resolution which recognizes “Classified Employee Week” and honors all classified employees throughout the District.

Funding: Not applicable.

Recommendation: Adopt Resolution #09/10-16 proclaiming May 16-22, 2010 as “Classified Employee Week” in the Fullerton School District.

MLD:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #09/10-16
PROCLAIMING MAY 16-22, 2010 AS
CLASSIFIED EMPLOYEE WEEK

WHEREAS, Classified employees support America's belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, Classified employees strive to support every classroom to make it a productive place for teachers to teach children how to learn and grow; and

WHEREAS, Classified employees reach out to foster the well-being of each student, teacher, administrator, regardless of ability, social or economic background, race, ethnicity, origin, or religion; and

WHEREAS, Classified employees help to keep teachers motivated by supporting and helping them in their daily routines; and

WHEREAS, Classified employees influence many lives by demonstrating the harmony they instill between teaching and the support thereof,

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim

**SUNDAY, MAY 16, 2010 THROUGH SATURDAY, MAY 22, 2010 AS CLASSIFIED
EMPLOYEE WEEK.**

We urge all citizens to observe this week by taking time to remember and salute all classified employees who support the education of our children, our community, and the community of nations.

Signed this 11th day of May, 2010 by:

Beverly Berryman, President

Ellen Ballard, Vice President

Minard Duncan, Clerk

Hilda Sugarman, Member

Lynn Thornley, Member

CONSENT ITEM

DATE: May 11, 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

SUBJECT: **APPROVE AMENDMENT #3 TO CONTRACT #31939 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR IMPLEMENTATION AND SOFTWARE SUPPORT OF THE SUNGARD BI-TECH FINANCIAL SYSTEM**

Background: The Orange County Department of Education (OCDE) operates the Bi-Tech System for approximately thirty (30) school districts and community colleges within the County. Fullerton School District began using the Bi-Tech Financial System in the 1998/1999 fiscal year.

The 2007/2008 contract was approved/ratified by the Board of Trustees on October 23, 2007, and contains language allowing annual renewals for up to five years. The purpose of Amendment #3 is to renew the contract for the 2010/2011 fiscal year. All aspects of the contract remain the same as in 2007/2008, except the cost. The cost for 2010/2011 is \$68,159.00.

Rationale: Sungard Bi-Tech is the financial system used by the Fullerton School District. OCDE is the service provider and software support provider. The proposed contract defines the terms of service, software support, charges, and any additional requirements of either party.

Funding: Cost for this system not to exceed \$68,159.00, paid from General Fund (01), 0153050799-5810.

Recommendation: Approve Amendment #3 to Contract #31939 with the Orange County Department of Education (OCDE) for implementation and software support of the Sungard Bi-Tech Financial System.

GC:BS:gs
Attachment

AMENDMENT #3
FULLERTON SCHOOL DISTRICT
SUNGARD BI-TECH SYSTEM
IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2007, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Sixty-eight thousand one hundred fifty-nine dollars (\$68,159.00) for annual software support services for fiscal year 2010-2011. Annual software support service charges due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service fees annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support the Bi-Tech software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service charges due for each renewal period ninety (90) days prior to the end of each renewal period.

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1 2010-2011 Annual Software Support Service Fees

2	Basic Financial/Budget	\$46,630.00
3	School Site Finance	\$ 7,423.00
4	Fixed Assets	\$ 6,683.00
5	Stores Inventory	<u>\$ 7,423.00</u>
6	TOTAL	\$68,159.00

7 2.0 Except as expressly herein amended, said AGREEMENT of July 1,
8 2007, shall in all respects be and remain in full force and effect.

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

10 FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

11 BY: _____
12 Authorized Signature

BY: 
Authorized Signature

13 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

14 TITLE: _____

TITLE: Coordinator

15 DATE: _____

DATE: April 28, 2010

20 FullertonSD-Sungard(31939)2009-2010Amend3
21 ZIP4

CONSENT ITEM

DATE: May 11, 2010
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Mathew Barnett, Ph.D., Principal, Nicolas Junior High School
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MR. CARY TRIVANOVICH TO PROVIDE TRAINING FOR ANTI-BULLYING ASSEMBLIES AT NICOLAS JUNIOR HIGH SCHOOL ON MAY 17, 2010**

Background: In the 2009/2010 school year, Nicolas Junior High School took on the focus area of bullying in its safe school plan. The focus of addressing bullying behavior on campus came as a result of a rise in bullying activity in the community and research about the negative impact bullying has on students' academic and personal lives. Cary Trivanovich is a nationally recognized motivational speaker on the subject of bullying. Mr. Trivanovich has extensive references recognizing his positive impact on school climate. His performance will be a part of a Nicolas Junior High School's comprehensive approach to lower the impact of bullying on campus.

Rationale: The students at Nicolas Junior High School will benefit from a positive message against bullying on campus. The timing of the assembly is also important, as it will be a positive proactive reminder to not bully at a stressful time of the year.

Funding: Cost not to exceed \$750.00 to be paid from budget #0110720109-5805.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Mr. Cary Trivanovich to provide training for anti-bullying assemblies at Nicolas Junior High School on May 17, 2010.

JM:MB:nm
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Cary Trivanovich, P.O. Box 80552, Rancho, Santa Margarita, CA, 92688, (949) 858-5500**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

Mr. Trivanovich will present assemblies to Nicolas Junior High School students to encourage students not to engage in bullying behaviors and act in a positive manner. The outcome of the assemblies will be an improved school climate and more positive student behaviors.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **May 17, 2010**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **seven hundred fifty Dollars (\$750.00)**.

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

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

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

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

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

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission.

DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing Board, officers, employees

and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

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

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

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

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

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

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

prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:

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

CONTRACTOR:

Cary Trivanovich
P.O. Box 80552
Rancho Santa Margarita, CA, 92688
(949) 858-5500

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 11th DAY of May 2010

Fullerton School District
(Name of District)

Cary Trivanovich
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Cary Trivanovich
Typed Name

Superintendent
Title

Presenter
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: May 11, 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 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN FULLERTON SCHOOL DISTRICT AND TECHROOM, INC., FROM DECEMBER 1, 2009 THROUGH JUNE 30, 2010**

Background: Nutrition Services has contracted for software and hardware maintenance and support with TECHROOM, INC., since October 2006. Nutrition Services is fully integrated and networked with computer systems operating at the central offices and all twenty school sites. TECHROOM, INC., provides monthly services to maintain computer hardware and software in optimal working condition.

Rationale: TECHROOM, INC., services have been valuable in preventing major repairs and down time during the critical meal service periods. Additionally, TECHROOM INC., has been able to save time and money by promptly troubleshooting and repairing Nutrition Services' technology through remote access.

Funding: The total cost is not to exceed \$12,600.00 and shall be paid from Nutrition Services (606).

Recommendation: Approve/Ratify Agreement for Professional Services between Fullerton School District and TECHROOM, INC., from December 1, 2009 through June 30, 2010.

GC:LR:dlh
Attachment



Agreement for Professional Services[®]

December 1, 2009

1. **Parties.** This Agreement for Professional Services (this “**Agreement**”) is entered into between the following parties:

SERVICE PROVIDER:

Name: TechRoom, Inc. (“**TechRoom**”)

Address: 1835 Newport Blvd. A-106 Costa Mesa California 92726

Customer Service Telephone Number: (949) 706-5852

CLIENT

Name: Fullerton School District Nutritional Services (“**Client**”)

Mailing Address: 389 W Truslow Fullerton California 92832

Telephone Number: (714) 447-7437

2. **Term of Contract.** This Agreement shall commence on December 1, 2009 (the “**Start Date**”) and shall continue in force for a period of seven (7) months unless terminated sooner as provided in Paragraph 18 of this Agreement. The termination date of this agreement is June 30, 2010.

3. **Services Provided.** TechRoom shall provide to Client during the term of this Agreement the following services (“**Services**”):

- (a) A written assessment of Client’s I.T. objectives (the Client’s “**I.T. Plan**”).
- (b) Installation and management of software updates, including firmware, device drivers, application and operating system updates.
- (c) Maintenance and monitoring of hardware and technologies as part of the I.T. system.
- (d) Monthly and quarterly analysis and monitoring of the performance of Client’s I.T. System as compared to performance levels and criteria identified in the I.T. Plan.
- (e) On-site response for unplanned failures of the Covered Hardware and software according to service plan level selected by Client (see Paragraph 10).
- (f) Hardware and software problem resolution for Covered Equipment when not covered by manufacturer warranty (“**Out of Warranty**”).

Service hours per month included in this Agreement are as specified in Paragraph 4 below. Any additional hours or time spent for Excluded Services (Paragraph 5 below) shall be billed at TechRoom’s then current billing rate. The normal billing hour rate in effect as of the date of this Agreement is \$150 per hour for work performed during regular business hours (see Paragraph 11 below) and \$325 per hour for work performed after regular business hours. Such rates are subject to change at any time. The cost for replacement parts and new or updated software licenses is not included in this Agreement and will be billed to the Client.

TechRoom proposes to deliver the Services by way of both on-site and remote access. TechRoom will in all cases determine the most appropriate means of service delivery. Remote access is not required, and is subject to Client approval.

4. **Required Monthly Hours.** For the purposes of this agreement, TechRoom will reserve and schedule 12 hours of priority service time (“**Service Hours**”) focused on problem prevention each

month beginning with the Start Date. The number of total monthly Service Hours proposed is a projection and the actual hours of service required may vary. Seasonality, large projects and unforeseen circumstances may affect business service requirements.

5. **Excluded Services.** Not included in the scope of this Agreement are separately proposed and approved projects (“**Projects**”), carry-in repairs (“**Carry-in Repairs**”) and services to repair or correct the following (“**Excluded Services**”):

- (a) Service interruptions caused by intentional or accidental damage to Covered Equipment or software.
- (b) Service interruptions resulting from fire, flood, electrical surges or failures, or similar events and hazards.
- (c) Service interruptions resulting from use of the Covered Equipment other than in connection with the Client’s normal business operations.
- (d) Service interruptions resulting from misuse or lack of proper care by the Client or the Client’s employees.
- (e) Service interruptions resulting from acts of vandalism.
- (f) Service interruptions resulting from the Client’s failure to maintain TechRoom recommended virus, firewall and similar protections.

6. **Scheduled Visits.** TechRoom will schedule regular visits to Client during which times routine and regular hardware support and software maintenance will be performed in accordance with the Client’s schedule to ensure no or minimal interruption of I.T. services. TechRoom and its employees agree to access the Client’s premises during Client’s normal operating hours from Client-specified entrances and exits, unless otherwise agreed upon in writing.

7. **Client's Obligations.**

- (a) Client agrees to exercise proper care in the use and handling of the Covered Equipment, including following the manufacturer's recommended guidelines regarding the proper use and care of the Covered Equipment.
- (b) Client agrees to maintain a detailed written log of all equipment and software failures which log shall be made available to TechRoom during service calls.
- (c) Client shall provide a workspace for TechRoom’s technicians while at the Client’s site during the course of each service engagement. The workspace will be used for the purpose of providing Services under the terms and conditions set forth in this Agreement. In addition, Client will provide at no additional expense to TechRoom during the course of service, electricity, lights, air-conditioning and high-speed Internet access.
- (d) Client shall make available to TechRoom loading access (or other temporary parking) to permit quick drop-off and pickup of equipment or related transactions with TechRoom. For the purposes of this Section, such loading access or other temporary parking shall permit parking for at least ten (10) minutes and no longer than twenty (20) minutes. In the event that such parking and loading access is unavailable to the Client, Client agrees to reimburse TechRoom for costs associated with delivery of equipment and goods, including loading and unloading, parking and other transportation costs when such parking and loading is required in the course of service and approved by Client.

8. **Description of Covered Equipment.** TechRoom shall provide technical Services as described in Paragraph 3 above for the equipment described on the attached Exhibit A (the “**Covered Equipment**”) for the period and on the terms and conditions set forth in this Agreement and for any replacements of such equipment. Additions to the equipment described in Exhibit A may be added as additional Covered Equipment only by writing signed and acknowledged by TechRoom.

9. **Cost of Service.** Client agrees to pay the sum of \$1800.00 per month for the Standard Service level (see Paragraph 10 below) plus the cost of any additional service level cost selected by Client. **Payment for Services is due on the first day of each month.** Payments not received within fifteen (15) days of when due are subject to a late fee of 1.5% per month. If payment is has not been received within forty-five (45) days of when due, TechRoom may consider Client in material breach of this Agreement and suspend further Services by TechRoom. There are no startup fees are required upon approval of this Agreement.

10. **Service Level.** This Agreement covers the Standard Service level described below. By checking one option below, Client may elect a higher service level for specific guaranteed availability and response time that exceeds the Standard Service level. Cost for such higher service levels must be paid in addition to and concurrently with the cost of service described in Paragraph 9 above.

Standard Service (included):

Same day response for calls received by 10:00AM and by 9:00AM the next business day for calls received after 10:00AM.

Three (3) day return-to-service goal.

Service level cost: *Included in standard problem prevention plans*

Option 1:

Four (4) hour onsite response during client regular operating hours.

Two (2) business day return-to-service goal.

Service level cost: \$3,000 per month in addition to regular Services Compensation

Option 2:

Two (2) hour onsite response during client regular operating hours.

One (1) business day return-to-service goal.

Service level cost: \$6,000 per month in addition to regular Services Compensation

Option 3:

Two (2) hour onsite response during client regular operating hours.

One (1) business day return-to-service goal.

Four (4) hour onsite response outside of client regular operating hours.

Service level cost: \$12,000 per month in addition to regular Services Compensation

11. **Regular Business Hours.** TechRoom's regular business hours ("**Business Hours**") are Monday through Friday 9:00 am to 5:00 pm, excluding holidays.

Please note that TechRoom's carry-in service center hours may exceed standard business operating hours. If you require special hours of operations please notify your account manager and you will be provided with alternative service hours and associated costs.

12. **Carry-in Repairs.** In certain cases, Client may desire to take advantage of TechRoom's repair capabilities delivered via a TechRoom carry-in service center. All carry-in repairs will be performed at TechRoom's standard hourly rates and are not included in the Services provided under this Agreement. All service charges for carry-in repairs, including charges for service will be due upon completion of services rendered.

13. **Procedure to Obtain Unscheduled Service.** To obtain service for an unexpected interruption in I.T. Facilities (hardware or software), calls should be directed to your local TechRoom service center during regular Business Hours. The call will be directed to the appropriate TechRoom technician who will then provide a timetable for response.

14. **Excusable Delays and Failures.** TechRoom shall not be responsible for any delay or failure in its performance under this Agreement caused by events beyond the reasonable control of TechRoom, including, but not limited to, terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, and other natural disasters.

15. **No Agency.** In no event, and under no circumstances, shall Client and TechRoom be deemed to be an associate, affiliate, joint venture or partner of the other, unless specifically agreed in writing. Unless previously expressly approved in writing by Client, TechRoom shall not hold or maintain itself to be and associate, affiliate, joint-venture or partner of Client, nor shall TechRoom use, either as a fictitious, trade or style name, the name of Client in its business, promotion, marketing or advertising, without Client's prior written consent.

16. **Limitation of Liability.** Neither TechRoom nor any of its directors, officers or employees shall be liable for any consequential or incidental damages related to services provided under this Agreement including but not limited to loss of data.

17. **Non-Solicitation of TechRoom Employees.** Client agrees not to solicit, hire, employ, and/or enter into any contract with the current or former employees of TechRoom during the Term of the Agreement and for a period of one (1) year after the termination of this Agreement. The parties agree that if Client breaches this provision of the Agreement, it will be difficult to quantify the exact amount of damages, given the variable and unique nature of the TechRoom employees' skills, experience, and familiarity with TechRoom's proprietary information. Accordingly, the parties agree that if Client breaches this provision of the Agreement, TechRoom may apply for injunctive relief, including without limitation, a temporary restraining order-prohibiting Client from engaging in such activities.

18. **Right to Cancel.** After the expiration of ninety (90) days following the execution of this Agreement, either party may, upon ninety (90) days written notice, terminate this Agreement with or without cause. All costs for service to the date of cancellation will be prorated.

19. **Renewal.** 180 days prior to the expiration of this Agreement, TechRoom will review with Client the I.T. Plan in order to present to Client a new Agreement for review and approval 90 days prior to the expiration of the current Agreement.

20. **Insurance.** TechRoom shall obtain and maintain during the duration of this Agreement the following insurance against claims for injuries to persons or damage to property that may arise from or in connection with TechRoom's performance of this Agreement:

(a) Commercial General Liability Insurance with a combined single limit of \$1,000,000 for each occurrence and a \$2,000,000 aggregate limit. This insurance will be considered primary and no other insurance shall be considered contributory or co-insurance.

(b) Commercial Automobile Liability Insurance covering TechRoom's owned and rented vehicles with a minimum of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(c) Worker's Compensation Insurance in compliance with the laws of the State of California and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

At Client's request, TechRoom will provide Client with certificates of insurance evidencing the insurance coverage described above.

21. **Transferability.** Client's rights under this Agreement may not be transferred other than with the written consent of TechRoom and any transfer without such consent shall be void.

22. **Incorporation of Prior Agreement; Amendments.** This Agreement and any exhibits attached hereto constitute the complete agreement of the parties with respect to the subject matters referred to herein and supersede all prior or contemporaneous negotiations, promises, commitments, covenants or agreements of every kind or nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Agreement and, to the extent not included herein, are hereby released, waived and relinquished. No covenants, agreements, understandings, representations or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by all parties

and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

23. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed for all purposes in accordance with the laws of the State of California without regard for conflict of law principles.

24. **Arbitration.** Any controversy arising out of the subject matter of this Agreement shall be settled by arbitration by and pursuant to the then current rules and regulations of Judicate West. Such arbitration shall be held in Orange County, California and the decision shall be binding for all purposes and may be entered in any court of competent jurisdiction. The cost of arbitration shall be divided equally between the parties.

25. **Costs and Attorney's Fees.** In the event legal action (including arbitration) is commenced to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its cost of suit its reasonable attorneys' fees as determined by the arbitrator or court.

26. **Captions.** The section headings, underscoring and sequence herein are for convenience only and shall not in any way affect the meaning or construction of any provision hereof.

Executed as of the date first above written at Costa Mesa, California.

"Client"

Fullerton School District

By:

Sign

Print

Title

Accepted:

TECHROOM, INC., a Delaware corporation

By:

James Coleman
President

ATTACHMENT A: COVERED EQUIPMENT

Hardware located at Customer site(s) consisting of the following:

To be determined based on initial prerequisite I.T. operations assessment.

Covered equipment list is subject to change. Changes to covered equipment must be made in writing and approved by both parties.

DISCUSSION/ACTION ITEM

DATE: May 11, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE “SUNSHINE” OF THE FULLERTON SCHOOL DISTRICT PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 130, 2010-2013 SUCCESSOR AGREEMENT

Background: Fullerton School District has an interest in negotiating a Successor Agreement to the current bargaining agreement whose effective date will expire on June 30, 2010.

The District and the Association signed an agreement related to health and welfare resulting from mediation settlement.

The initial proposal from Fullerton School District for the 2010-2013 Successor Agreement is attached for review.

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 (“sunshined”).

Funding: Not applicable.

Recommendation: Approve “sunshine” of the Fullerton School District proposal to negotiate with California School Employees Association, Chapter 130, 2010-2013 successor agreement.

MLD:nm
Attachment

Fullerton School District
Proposal to CSEA #130
May 11, 2010

The Parties agreed to re-open for 2010-2013 prior to the close of the current agreement in June 2010. The District intends to review the entire agreement with particular emphasis on the following areas:

ARTICLE 6 – PAY AND ALLOWANCES

The District will be seeking salary adjustments in order to gain fiscal solvency.

~~6.1.2 The salary schedule in effect on July 1, 2005, shall be increased by 4%. The salary schedule in effect on July 1, 2006, shall be increased by 5%.~~

~~6.6.1 The District further agrees, that effective July 1, 1985, the accrual basis for longevity shall change from hire date calendar year to fiscal years of service. Current practice shall continue through June 30, 1985. Effective July 1, 1985, all effected employees shall have their longevity service credit increased by one year. The next longevity increase shall be effective July 1, 1986, etc.~~

6.8 TUITION REIMBURSEMENT: *Freeze the program for 2010-2011.* This program is intended to reimburse employees prescribed below who are pursuing a course of study outside working hours which will benefit both the employee as an individual and the Fullerton School District as an employer. The District will provide tuition reimbursement for course work taken by an employee, which improves work-related skills or is a benefit to the District. The District will also reimburse the employee for the cost of required course workbooks and supplies. The tuition reimbursement program is available to employees who have completed their initial probationary period.

An employee applying for tuition reimbursement shall submit an application to the tuition reimbursement committee, which is comprised, of two management and two classified employees. In the event of a split vote, the Superintendent will review the application and arguments and cast the deciding vote.

The application shall include the course work being applied for, the location, approximate cost of the course, books and supplies, and an explanation as to why the course will improve work-related skills or is of benefit to the District. Said committee shall then determine, within a reasonable amount of time after receiving the application, if the course work is acceptable for tuition reimbursement based on the criteria above. Such determination shall be made at least within ninety (90) days after the completion of course work. The committee will inform the employee in writing of their decision.

Applications for tuition reimbursement should be submitted prior to attending the course. However, this shall not preclude the employee from applying during attendance of the course. Additionally, applications will not be accepted if submitted after ninety (90) working days from the completion of the course work.

For an employee to be eligible for reimbursement of course work, books and supplies, the employee must receive a grade of "C" or better or show a "pass" if applicable. If tuition reimbursement is approved, the employee will submit upon completion of the course work the receipts showing payment of the course, payment for books and supplies purchased and grade verification to the Director of Classified personnel, who will then provide reimbursement of the above. The District will budget \$15,000 per year for this plan. There will be no carryover of unspent funds from year to year. Part of this funding will be applied retroactively to cover tuition incurred as of September 1, 2002. Each employee will be allowed to apply for tuition reimbursement up to \$500 per school year.

ARTICLE 8 - HEALTH INSURANCE

The District will be seeking Health and Welfare adjustments in order to gain fiscal solvency.

~~8.1.2 Benefit eligible employees selecting a health maintenance organization (HMO) medical plan will pay 2.75% of the annual vendor premium via tenthly payroll deductions. Benefit eligible employees selecting a preferred provider organization (PPO) medical plan will pay 20% of the annual vendor premium via tenthly payroll deductions.~~

8.3 DENTAL PLAN:

~~8.3.2 Retirees will receive pro-rated single dental coverage until the month of their 65th birthday and under the same conditions defined for medical insurance under 8.4.~~

8.4 MEDICAL INSURANCE FOR RETIREES: District group medical insurance coverage ~~provided by the MEBA~~ will be paid by the District for employees who are age 50 55 or older, have been employed by the District for at least ten (10) years and who retire under PERS. ~~For employees who work less than full-time but four (4) hours or more per day, the District will contribute a pro-rated share of the health insurance based on the relationship of hours worked to full-time employment.~~ This provision will apply only to those employees who remain fully retired as defined by the appropriate retirement system. ~~Should the former employee accept medically benefited employment with another employer after retiring from FSD medical benefits as defined in this section will cease. Retiree medical benefits shall last until the retiree becomes eligible for Medicare, when this benefit will cease.~~

8.4.1 If the employee elects to have group medical coverage for his/her spouse, the District will contribute the pro-rated share of the cost, ~~based on the relationship of hours worked to full-time employment,~~ for the PPO single rate plan. Should the employee choose a two party plan the difference between the two party plans and the PPO single plan will be paid by the employee. To be eligible for such contribution, an employee shall have his/her spouse covered for at least twelve (12) months prior to retirement. ~~This applies to all employees as of January 1, 2003.~~

8.6 VISION INSURANCE:

8.6.5 Retirees will receive pro-rated single vision coverage, ~~based on the relationship of hours worked to full-time employment,~~ until age 65 and under the same terms as defined for medical

retirees who accept medical benefits with another employer after retiring from FSD.

ARTICLE 12 – LEAVES

12.5 OTHER SICK LEAVE: Sick leave days at full pay shall ~~not~~ be included in the 100 days.

~~12.10 LEAVE OF ABSENCE FOR STUDY:~~

~~**12.10.1 Study Leave:** Every regular classified employee who has completed seven (7) consecutive years of service in regular status with the District (at the time the application for such a leave is made) shall be eligible to apply for a leave of absence for study purposes. The granting of such study leave shall be entirely discretionary with the District. However, once a study leave has been granted and taken, the employee taking the leave shall not again be eligible for such a leave until the employee has completed an additional period of seven (7) consecutive years (from the date of completion of the previous study leave.)~~

~~**12.10.2 Time Limits for Study Leaves:** Study leaves can be scheduled for any period of time, to a maximum of one (1) year total leave of absence. With the approval of the District, the leave period need not be consecutive. However, the total period of the leave (to the maximum period of one year) must be completed within a period of three (3) years from the initial date of the start of the leave.~~

~~**12.10.3 Study Leave Not a Break in Service:** Any leave granted and taken under the provisions of this rule shall not constitute a break in service for any purpose, but the leave time shall not count towards eligibility for future study leave. However, if the leave period is not continuous, any services performed (time worked) for the District between the leave intervals shall be credited toward completion of the time necessary to establish future study leave eligibility.~~

~~**12.10.4 Application for Study Leave:** To secure a leave of absence under the provisions of this rule, the applicant must submit a request for such leave to the Personnel Commission Office, which contains all of the information outlined as follows:~~

~~**12.10.4.1** Work history with the District (e.g., positions held) and length of time in each position.~~

~~**12.10.4.2** The type of leave being requested, the length of time for which the leave is being requested (1 month, 3 months, 6 months, etc.), and the time period in which the leave will be completed (1 to 3 years) if granted.~~

~~**12.10.4.3** The purpose for which the leave is being requested. The application for the leave must include the complete course of study to be pursued, the institution(s) providing the course or courses, the cost(s) involved, the degree or 38 credits to be granted upon successful completion and any other pertinent data.~~

12.10.4.4 Service(s), if any, to be performed by the employee for the District during the period(s) of the leave.

12.10.4.5 The benefits, if any, to be derived by the District as a result of granting the leave request.

12.10.4.6 The willingness and/or ability of the employee to provide the District with a suitable bond to indemnify the District against loss in the event that the employee fails to render at least two years service in the employ of the District following the completion of the leave.

12.10.4.7 Agreement by the employee that he/she will provide service in the employ of the District for at least two years following completion of the leave of absence.

12.10.4.8 Willingness to provide the District with evidence of satisfactory study progress at agreed intervals during the period of the leave; recognizing that the failure to make satisfactory progress may, at the option of the District, result in immediate cancellation of the balance of the authorized leave.

12.10.4.9 Agreement by the employee that he/she will report any employment during such leave of absence to the Personnel Director, who shall determine whether or not any conflict exists between the person's employment and the purpose of the leave.

12.10.5 Amount of Compensation: Those classified employees who are granted leaves under the provisions of this rule shall receive compensation amounting to one-half of the salary which would have been received had the employee been regularly assigned to work during the same period(s) of time.

12.10.6 Method of Compensation: Compensation may be paid in the same manner as if the employee were working in the District. Under this plan of payment, the applicant must furnish the District with a surety bond in an amount equal to the total compensation to be paid the employee during said leave of absence. The bond is to be written so as to reimburse the school district for the amount of salary paid the employee while on leave in the event that the employee fails to render at least (2) years service in the employ of the District following the employee's completion of the leave.

12.10.6.1 The other form of compensation, which may be used, is the payment to the employee of the salary due to the employee in two equal annual installments during the first two years of service following the return of the employee from his/her leave.

12.10.6.2 Payment to be in Same Manner as if in Active Service: If the employee provides the required bond or submits a written document, approved by the District in accordance with the law and these Rules and Regulations, the employee shall be paid the agreed upon compensation in the same manner as if he/she were in active service in the employ of the District following return from leave, except as provided below, the employee may be required to refund to the District a prorated amount of any compensation received while on leave.

12.10.7 Death or Disability of Employee: *If an employee has provided a bond or written agreement and fails to complete the required two years of service because of his/her death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.*

12.11 LEAVE OF ABSENCE FOR RETRAINING:

12.11.1 Retraining Leave: *In the event that the Board of Trustees contemplates the abolition of positions in the Classified Service and the creation of new positions because of automation, technological improvements, or for any other reason, the District may provide for retraining of displaced employees only in accordance with the Personnel Commission Rules and Regulations language.*

12.11.2 Eligibility for Retraining Leave: *To be eligible for retraining leave, an employee must:*

12.11.2.1 *have served at least three (3) consecutive years with the District (at the time application is made for such leave);*

12.11.2.2 *be serving in a position which the District contemplates abolishing or 40*

12.11.2.3 *show that the retraining will clearly benefit the District;*

12.11.2.4 *indicate a willingness to serve in the employ of the District for at least two (2) years after the successful completion of the training or retraining program.*

12.11.3 District Shall Prescribe Training Program: *The District shall prescribe the training (retraining) program and provide the program internally or designate the institution or other place where the program is to be given.*

12.11.4 Compensation: *The employee shall be considered a permanent employee for all purposes during the period of the training or retraining program and shall receive his/her normal compensation and benefits. The Board of Trustees may prescribe duties, if any, to be performed by the employee on behalf of the District during such retraining leave.*

12.11.5 Reasonable Expenses Related to Retraining: *The Board of Trustees shall provide for reasonable expenses necessary for the prescribed training or retraining, but may recover the costs from the employee if the employee fails to complete the prescribed retraining program.*

12.11.6 Other Training Programs: *The Board of Trustees may establish training or retraining programs for purposes other than outlined in the Personnel Commission Rules and Regulations/contract language and may grant leaves of absence for retraining in the same manner as for study leave of absence, except that the three year service requirement shall prevail. Such programs must be endorsed or approved by the Personnel Commission and must be available to all qualified employees of the District, except that approval for such leave shall be discretionary with the Board of Trustees.*

DISCUSSION/ACTION ITEM

DATE: May 11, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE THE PROPOSED ADMINISTRATIVE LAW JUDGE'S DECISION EFFECTIVE IMMEDIATELY AND NOTIFY THE INDIVIDUALS THAT THEIR SERVICES WILL NOT BE REQUIRED FOR THE ENSUING YEAR**

Background: Pursuant to the proposed decision of the Administrative Law Judge, Education Code 44955 and notices previously served on individuals prior to March 15, 2010, the following individuals shall be notified prior to May 15, 2010 that their services will be terminated at the end of the 2009/2010 school year.

Rationale: It is recommended that the Board of Trustees consider for acceptance the attached decision and notify the individuals listed on Exhibit A that their services will be terminated at the end of the 2009/2010 school year pursuant to the proposed decision and/or the notice given to them prior to March 15, 2010 for the reasons set forth in the attached decision and such prior notice.

Funding: Anticipated savings for 2010/2011 fiscal year.

Recommendation: Approve the proposed Administrative Law Judge's decision effective immediately and notify the individuals that their services will not be required for the ensuing year.

MLD:nm
Attachment

BEFORE THE
BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

OAH No.: 2010030299

EVA ARREOLA and Other Certificated
Employees of the Fullerton School District,

Respondents.

DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Fullerton School District as its Decision in the above-entitled matter.

This Decision shall become effective _____.

IT IS SO ORDERED _____.

FULLERTON SCHOOL DISTRICT
STATE OF CALIFORNIA

By _____

rfm

BEFORE THE
BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

OAH No.: 2010030299

EVA ARREOLA and Other Certificated
Employees of the Fullerton School District,

Respondents.

DECISION

The attached Proposed Decision of the Administrative Law Judge is hereby adopted by the Fullerton School District as its Decision in the above-entitled matter.

This Decision shall become effective _____.

IT IS SO ORDERED _____.

FULLERTON SCHOOL DISTRICT
STATE OF CALIFORNIA

By _____

rfm

BEFORE THE
BOARD OF TRUSTEES
FULLERTON SCHOOL DISTRICT
STATE OF CALIFORNIA

In the Matter of the Accusation
Against:

EVA ARREOLA and Other Certificated
Employees of the Fullerton School District,

Respondents.

OAH Case No. 2010030299

PROPOSED DECISION

This matter was heard by Vincent Nafarrete, Administrative Law Judge, on April 5, 2010, at Fullerton. Complainant Mark L. Douglas, Assistant Superintendent, Personnel Services, of the Fullerton School District was represented by David C. Larsen, Attorney at Law.

Respondents Pablo Diaz, Russell Harrison, and Derek Jaronczyk did not appear and were not represented at the hearing. The remaining respondents, as designated in Exhibit D, and each of them, were represented by Marianne Reinhold, Attorney at Law.¹

Oral, documentary, and stipulated evidence having been received and arguments heard, the Administrative Law Judge submitted this matter for decision on April 5, 2010, and finds as follows:

FACTUAL FINDINGS

1. The Administrative Law Judge takes official notice that, on March 9, 2010, the Accusation was made and filed by Mark L. Douglas in his official capacity as Assistant Superintendent, Personnel Services, Fullerton School District, State of California (District).

¹ At the commencement of the hearing, respondents' counsel determined that she also represented respondents Ruben Reed and Dalila Tirado and these two respondents were added to the List of Certificated Employees represented by her law firm (Exh. D).

2. Respondents, and each of them, are employed by the District as permanent or probationary certificated employees.

3. The District is an elementary and middle school district that serves and educates approximately 13,600 students in Fullerton in Orange County. Due to the ongoing state budget crisis and its concomitant effect upon the District's budget, which has also been affected by a few years of declining enrollment and program encroachments, the Superintendent determined that the District must reduce expenditures by discontinuing particular kinds of services and laying off certificated personnel. The Assistant Superintendent of Business Services prepared a preliminary budget for the District based upon the Governor's Proposed Budget and determined that the District must reduce expenditures by \$11.2 to \$11.7 million for the next school year to ensure a balanced budget and the required three percent reserve.

4. (A) On February 23, 2010, in Resolution No. 09/10-12, pursuant to Education Code sections 44949 and 44955 and based upon recommendation of the Superintendent, the Board of Trustees of the District determined and resolved that the ongoing state budget crisis continued to have a negative impact on District revenue, that the District must eliminate programs and services for the 2010-2011 fiscal year to maintain a balanced budget and provide for essential services, and that it was necessary to reduce or discontinue particular kinds of services being rendered by certificated personnel for the 2010-2011 fiscal year by a total of 87.5 full-time equivalent (FTE) positions. The Board of Trustees directed the Superintendent and/or his designee to serve written notices upon certificated employees in accordance with and in the manner prescribed by Education Code sections 44955 and 44949 in order to reduce certificated positions by a number corresponding to the services reduced or discontinued and positions affected thereby. The Board of Trustees further resolved that the actual layoff of any employee would be subject to its final review and determination after appropriate hearings and deliberations.

(B) On February 23, 2010, in Resolution No. 09/10-12, the Board of Trustees also adopted a Determination of Seniority Among Certificated Employees with the Same Seniority Date, or a tie-breaker resolution, which set forth tiebreaking criteria to be used in determining the order of termination or layoff of certificated employees who first rendered paid service to the District on the same date or have the same first date of paid service.

5. On or about February 24, 2010, pursuant to Resolution No. 09/10-12 of the Board of Trustees and the provisions of Education Code sections 44949 and 44955, the District's Assistant Superintendent of Personnel Services as designee of the Superintendent gave written notices by personal service to respondents, and each of them, that the Superintendent had recommended and the Board of Trustees had resolved that their services will not be required for the ensuing 2010-2011 school year and the reasons for this action. Respondents were notified that their positions will be eliminated or filled by "regular" employees with more seniority pursuant to Education Code section 44955. The preliminary notices included Resolution No. 09/10-12 of the Board of Trustees to reduce and/or discontinue particular of services or programs performed by certificated employees in the

District, the list of particular certificated services or programs to be eliminated or reduced, the tie-breaking criteria, pertinent sections of the Education Code, and a blank Request for Hearing. Respondents, and each of them, timely requested a hearing to determine if there is cause for not re-employing them for the ensuing school year.

6. The District's preliminary notice of layoff dated February 24, 2010 (preliminary notice), was sufficient in providing notice to respondents under Education Code sections 44949 and 44955. Respondents were not prejudiced by errors in the notices, if any, with respect to the description of their employment status, addresses, or any other matters. No claims were raised in the hearing that the preliminary notices or contents thereof were deficient in any respect.

7. On or about March 9, 2010, the District properly served respondents, and each of them, with an Accusation, Statement to Respondent, copies of Government Code sections 11507.5-11507.7, a blank Notice of Defense form, and Notice of Hearing. Except for certificated employees named in Finding 8 below, respondents filed timely notices of defenses, requesting a hearing to determine if there is cause not to employ them for the ensuing school year and objecting to the Accusation. All prehearing jurisdictional requirements have been met by the parties.

8. Respondents Pablo Diaz, Russell Harrison, and Derek Jaronczyk were properly served with the preliminary notice of layoff and the Accusation but did not file notices of defense or appear at the hearing. Said three respondents were deemed in default of this proceeding under Government Code section 11524. Complainant elected to proceed and to present evidence with respect to these three respondents pursuant to Government Code section 11520. No evidence was presented for or on behalf of these three respondents.

9. On February 23, 2010, pursuant to Resolution No. 09/10-12 and its findings, the Board of Trustees resolved and took action to reduce or discontinue certain services or programs offered by the District for the 2010-2011 school years in the following FTE positions:

<u>Administration</u>	<u>Full-Time Equivalent Positions</u>
Elementary Assistant Principal(s)	1.5
<u>Pupil Services</u>	
School Psychologists	3.0
School Counselor	1.0
School Nurse	1.0

Course Offerings/Instruction

Grades K – 6 Teacher Reduction	60.0
Foods/Sewing/Home Economics	3.0
Choir/Movement	2.0
Keyboarding/Business/Computer Applications	3.0
Mathematics	2.0
Science	2.0
Social Science	2.0
Language Arts	2.0
Physical Education	2.0
Art	3.0
Academic Counselor	1.0

The reduction or discontinuance of the services set forth hereinabove constitute a total of 88.5 full-time equivalent positions.

10. The services set forth in Finding 9 above are particular kinds of services performed by certificated employees of the District which may be reduced or discontinued within the meaning of Education Code section 44955. The determination of the Board of Trustees to reduce or discontinue these services is within its sound discretion and not arbitrary or capricious. The District demonstrated that the reduction or discontinuance of these particular kinds of services is related to the welfare of the District and its pupils and is necessary in order for the District to maintain a balanced budget and sufficient reserves as well to provide essential services.

11. The District prepared and maintains a Seniority List (Exh. 7) which contains the names of certificated employees and their seniority dates or dates of first paid service, current assignments and site locations, FTE positions, employment status, and credentials and authorizations. The District asked certificated employees to file Verifications and Updates of Personnel Information and incorporated any information received and deemed valid onto the Seniority List. The District also compiled and reviewed Job Descriptions (Exh. 6) of the services or positions that it was required to reduce or discontinue pursuant to the resolution of the Board of Trustees and applied the tiebreaking criteria to certificated employees who are affected by this layoff and first rendered paid service in a probationary position on the same dates beginning with the date of August 31, 2005, and ranked them in order of termination. The District developed flow charts of the least senior certificated employees currently assigned in the particular kinds of services that it is seeking to reduce in this layoff proceeding (Exh. 7). The District determined whether the least senior certificated employees hold credentials in other areas of service or teaching and are entitled to bump other employees and whether certain employees should be skipped and retained.

12. Further, the District has obviated the need to reduce or discontinue all of the particular kinds of services described in Finding 9 above and to terminate the employment of all respondents given preliminary notice and accusations by taking into account the personnel

changes and attrition due to reassignments, retirements, and/or resignations of individual certificated employees within the District. As set forth in the list of resignations and retirements (Ex. 9), there are three certificated employees who will or have resigned and 30 certificated employees who will or have retired from the District before the next school year. The District has reasonably determined and accounted for what will be positively assured attrition among its certificated staff for the ensuing 2010-2011 school year and reduced by corresponding number the number of certificated employees whose employment must be terminated due to the reduction or discontinuance of particular kinds of services. Consequently, the District has determined that 43 certificated employees must be laid off in this proceeding pursuant to the resolution to reduce or discontinue particular kinds of services.

13. (A) Thirty-three certificated employees have or will resign or retire from their employment with the District before the ensuing school year. Four are special education teachers and the District plans to replace three of them and to reassign Ivy Ninofranco to a special education position or service. Ninofranco is a fifth grade teacher with a seniority date of August 31, 2005, who has a preliminary credential or authorization in mild and moderate special education. Based on her preliminary credential, Ninofranco may be reassigned to special education by bumping a teacher in that service with less seniority.

(B) Debra Rosengarten is an assistant principal at Fisler Elementary School and has a first date of paid service with the District of January 4, 1993. In addition to a administrative services credential, Rosengarten has a clear multiple subject credential and is authorized and competent to teach at the elementary or middle school level. The District has determined that Rosengarten is entitled to bump a middle school teacher with less seniority and will reassign her to that position. As a result of this bumping, respondent Russell Harrison, an assistant principal at Richman Elementary School, becomes the least senior assistant principal subject to layoff pursuant to the reduction of assistant principals by 1.5 FTE.

(C) Sally Soriano is a counselor at Nicolas Junior High School. She has a seniority date of August 29, 2000, and holds a clear pupil personnel services credential and single subject credential in English. Based on her English credential, the District has determined that Soriano may bump a less senior English teacher at a middle school and will be retained.

(D) Lisamarie Florendo is a speech teacher at Maple Elementary School and, with a first date of paid service of August 27, 2009, is one of the most junior certificated employees of the District. She received a preliminary notice of layoff. However, in addition to her preliminary multiple subject credential, Florendo also has a waiver authorization in language and speech pathology. She is also working towards her credential in speech pathology. The District has determined to skip Florendo and retain her to provide speech services pursuant to her waiver authorization.

(E) Choir and movement are to be reduced by 2.0 FTE. Respondent Andrea Calvo is a music, movement, and choir teacher at Nicolas Junior High School and holds a preliminary single subject credential in music. Her seniority date is August 28, 2001. As the least senior of teachers in her service area, Calvo may be laid off pursuant to the reduction of choir and movement services. Melissa Martinez is a vocal music and physical education teacher at Parks Junior High School; she holds not only a dance and supplemental authorization in music but also a clear single subject credential in physical education. Because she holds a physical education credential, the District has determined that Martinez may bump a less senior teacher in physical education and will be reassigned into that position. With the layoff of Calvo and the reassignment of Martinez, the District has reduced choir and movement by 2.0 FTE. In addition, the District will be terminating a temporary choir and movement teacher who occupies a 0.5 FTE position, leaving the District with no teachers in choir and movement.

(F) Kyle Stava is a technology teacher at Fisler Elementary School. His seniority date is February 6, 1989. Jillian Nagler is a computer teacher at Ladera Vista Junior High School. Her seniority date is August 28, 2001. Because both Stava and Nagler hold a clear multiple subject credential, they are able to bump less senior teachers and are to be reassigned to teaching positions. Respondent Stephanie Wilmoth is a computer teacher at Parks Junior High School. She has a seniority date of January 26, 2004. Because she holds only a clear single subject credential in business and cannot be reassigned, Wilmoth is subject to be laid off pursuant to the reduction of keyboarding, business, and computer applications by 3.0 FTE.

(G) Respondents Kelley Crowley, Brandy Champlin, and Aaron Beaver are middle school art teachers, each of whom holds a single subject credential in art. Crowley, Champlin, and Beaver are the most junior of the District's four art teachers and may be terminated pursuant to the reduction of the art program by 3.0 FTE. Stacy Udkoff-Vetrovec with a seniority date of August 30, 1989, is the most senior of the four art teachers in the District and the District has determined to skip and retain her for the next school year.

Claims of Individual Respondents

14. (A) Respondent Allison Demonteverde is a certificated employee of the District who teaches a fifth grade elementary classroom and was served with a preliminary notice and Accusation as part of the reduction of elementary classroom teachers by 60 FTE. Demonteverde has a seniority date of August 31, 2005, along with a number of other certificated employees. During the hearing, the District determined that Demonteverde has additional certificates or credentials and, upon re-applying the tie-breaking criteria, determined that she is entitled to move up in the order of termination of certificated employees who have the same seniority date. Accordingly, Demonteverde was moved up in the order of termination to the same level or ranking as respondents Hannah Kim, Kathleen Fox, and Rudolph Petris.

(B) The District did not receive any other challenges to the application of the tie-breaking criteria to those respondents who are elementary classroom teachers and share the seniority date of August 31, 2005. After applying the tiebreaking criteria, the District determined that nine respondents, who are elementary school teachers and share the seniority date of August 31, 2005, have to be brought back to teach next school year. The District thereupon moved to dismiss the Accusation against the following nine respondents who have the seniority date of August 31, 2005: Kathleen Escaleras-Morillo, Catherine Vito Maxfield, Allison Demonteverde, Hannah Kim, Kathleen Fox, Rudolph Petris, Emily Hancock, Theresa Benveniste, and Sonya Lee.

15. Respondent Kimberly Barr is a certificated employee of the District who teaches language arts at Parks Junior High School and was served with a preliminary notice and Accusation as part of the reduction of language arts teachers by 2.0 FTE. Barr has a seniority date of August 28, 2007, along with fellow language arts teachers and respondents Anthony Wilson and Ruben Reed, who teach at Nicolas Junior High School and Beechwood Elementary School, respectively. During the hearing, the District determined that Barr has an additional certificate under criteria 5a of the tie-breaking criteria and, upon re-application of said criteria, is entitled to move to the top of the inverse order of termination among these three certificated employees in language arts who all have the same seniority date.

16. (A) Respondent Leslie Corsini is a certificated employee of the District with a first date of paid service of August 31, 1999. She has a clear single subject credential in home economics and was issued a limited assignment teaching permit or authorization in health science that is effective for one year and expires on January 1, 2011. Earlier, on or before January 1, 2010, Corsini received the limited assignment single subject teaching permit to teach health science after the District submitted a certificate of necessity showing that her services were needed to teach health science. While she was first scheduled to teach four sections of health science, Corsini actually teaches one section of health science pursuant to her limited assignment permit and four sections of home economics under her single subject credential at Nicholas Junior High School. Corsini was served with a notice and Accusation as part of the District's reduction of home economic teachers by 3.0 FTE.

(B) In this proceeding, Corsini contends that she should be able to bump junior high school health science teacher Marlon Barcelona, who is junior to her in seniority with the District. Corsini asserts that her permit to teach health science is valid until the end of the calendar year and that, on March 12, 2010, she took the state examination for renewal of the permit or issuance of a health science credential. She also asserts that she took courses in health science when she was completing her degree in family and consumer science at California State University Long Beach and the requirements for her credential, including courses in nutrition and individual and family health and development.

(C) However, unlike Barcelona who holds a clear single subject credential in health science, it was not established that respondent Corsini is credentialed to teach health science. She holds only a limited assignment single subject teaching permit in health science, which expires on January 1, 2011, and has not been renewed by the District. As set

forth on the permit (Exh. A), in order to renew this permit, Corsini must not only complete at least six semester units of coursework applicable to the credential or pass two sections of all examinations appropriate to the permit but also she must re-apply for the permit through her employer, the District. The regulations provide that a teacher must submit an application for renewal to the Commission on Teacher Credentialing and the employing district must also submit a declaration of need. Here, Corsini did not demonstrate that she has completed the six semester units of coursework and she has not passed the two sections of the examination. She will not know the results of her examination until later in this spring semester. As such, Corsini cannot be considered credentialed or qualified to teach health science. Moreover, Corsini did not demonstrate that the District has a need for an additional health science teacher next year. As established by the testimony of the Assistant Superintendent for Personnel Services, the District does not plan to renew Corsini's permit and it would not be reasonable to require the District to create a half-year assignment for Corsini so that she can teach health. The evidence aptly demonstrated that, as of March 15, 2010, Corsini was not credentialed to teach health and the District may rely upon her lack of a health science credential to terminate her employment in her credentialed and service area of home economics. (See *Campbell v. Abbott* (1978) 76 Cal.App.3d 796, 814-815.)

17. (A) Respondent David DeGrazia is a certificated employee of the District and a third grade teacher at Woodcrest Elementary School. He has a clear multiple subject credential. According to the District's seniority list, DeGrazia's date of first paid service is August 29, 2006. However, he contends that his seniority date should be no later than July 24, 2006, because he taught algebra to fifth graders in a summer enrichment program called the "Summer Algebra Readiness Lab School" program which was held at the District's Ladera Vista Junior High School. He was paid approximately \$1,400 for teaching in the three-week summer program and received a certificate of participation.

(B) In or about July 2006, DeGrazia accepted the District's offer of a teaching job at Golden Hill Elementary School that was to begin at the start of the fall 2006 semester. The principal at the elementary school recommended that he teach in the summer program and DeGrazia participated in the program from July 24 through August 10, 2006. It was not established, however, that DeGrazia's participation in the summer program was mandatory or a condition of his hiring or employment. Nor was it established that the District considered or treated DeGrazia's participation in the summer program to have been his first date of paid service. Because it was not shown that the District's determination of his seniority date is erroneous or should be changed, respondent DeGrazia's seniority date will remain August 29, 2006, and he may be terminated pursuant to the District's reduction of elementary teachers.

18. Respondent Shalimar Licona is a fourth grade teacher at Richman Elementary School and holds a clear multiple subject credential. Licona has a date of first paid service with the District of August 29, 2006, which she shares with a number of other certificated employees. In this proceeding, Licona takes issue with the District's application of tie-breaking criteria no. 5(a)(v), which provides that persons currently holding a "CTAP II Certificate" are entitled to "greater seniority than employee[s] holding an item lower on the

ranked list.” Licona asserts that she should receive seniority credit under this tie-breaking criteria because she has completed a course or courses in educational technology for the classroom at the UCLA Extension program as well as other technology classes in order to receive her credential. Licona’s argument is not persuasive. The District’s formulation of the criteria for breaking ties in seniority among certificated employees with the same date of first paid service was reasonable, the result of the sound exercise of its discretion, and related to the welfare of the District and its pupils. Here, the tie-breaking criteria in question specifically requires that a certificated employee currently hold a “CTAP (California Technology Assistance Project) II Certificate” and Licona does not hold such certificate. It was not shown that the District’s application of the tie-breaking criteria was erroneous or arbitrary and capricious. Licona is not entitled to receive additional credit or ranking for purposes of seniority under this tie-breaking criteria.

19. (A) Respondent Patricia Miller is a fifth grade teacher at Richman Elementary School and holds a multiple subject credential. She has a date of first paid service with the District of August 29, 2006, but claims that her seniority date should be changed to on or about July 3, 2006, because she was required by her site principal to work and participate in a Grade Level Professional Development (GLPD) program. For an undetermined number of hours that summer, Miller and other teachers worked with and received training from District consultant(s) and were paid for their participation or work in the GLPD program. However, it was not established by probative evidence, such as direct evidence from a site principal or District administrator, that Miller’s participation in the summer 2006 GLPD program was mandatory or a condition of her employment with the District in the fall 2006 semester. Nor was it shown that the Miller’s status as probationary or permanent employee started when she began her participation in the GLPD program. As such, Miller’s seniority date should remain as determined by the District.

(B) Respondent Patricia Miller also contends that she should have higher ranking among those certificated employees with the same seniority date of August 29, 2006, based upon application of two tiebreaking criteria. First, Miller contends that she should receive tie-breaking credit under criteria no. 5(a)(v) because she completed a course in advanced technology in education at California State University Fullerton in the spring of 2006 in fulfilling requirements for her credential. Miller argues that her university coursework and/or the courses that she completed to earn her clear multiple subject credential are the same as the requirements for obtaining a CTAP II certificate. Like respondent Licona, however, Miller’s argument is not persuasive, for the District’s criteria requires that she currently hold a CTAP II certificate to earn tiebreaking credit or ranking and Miller does not hold such certificate. Further, the evidence did not establish that the coursework Miller completed for her credential was or is similar to what is required to obtain a CTAP II certificate.

(C) Second, Miller asserts that she should receive tiebreaking credit under criteria no. 5(a)(ix) for having been a teacher in a Program Improvement school. In her first year of employment with the District, which was during the 2006-2007 school year, Miller taught at Richman Elementary School. At that time, her elementary school was participating

in the Program Improvement program. However, Miller's school is currently not participating in or considered a Program Improvement school for the 2009-2010 school year. Because criteria 5(a)(ix) provides for tiebreaking credit if the certificated employee is "currently assigned" as a teacher in a Program Improvement level 3-5 school and Miller's school is not a Program Improvement school, her argument for additional tiebreaking credit or ranking under this criteria must also fail. It was not shown that the District's application of the tie-breaking criteria was erroneous or arbitrary and capricious with respect to Miller. Miller is not entitled to receive higher ranking among teachers with her same seniority date under these two tie-breaking criteria. Respondent Miller may be laid off pursuant to the reduction or discontinuance of elementary teachers.

20. (A) The District may take action against any certificated employee, who was duly served with a preliminary notice of layoff but then did not request a hearing, pursuant to Education Code sections 44944 and 44955.

(B) The District may likewise take action against any respondent, who was duly served with a preliminary notice of layoff and an accusation but then did not file a notice of defense or make an appearance at the hearing after filing a notice of defense, pursuant to Government Code section 11520, subdivision (a), and Education Code sections 44944 and 44955.

21. It was not established there are any certificated employees with less seniority than respondents who are being retained by the District to provide services that respondents are certificated and competent to render.

* * * * *

Pursuant to the foregoing findings of fact, the Administrative Law Judge makes the following determination of issues:

LEGAL CONCLUSIONS

1. Jurisdiction exists for the subject proceedings pursuant to Education Code sections 44949 and 44955, based on Findings 1 – 21 above. All notices, accusations, and other related papers and reports required by these Education Code sections have been provided in a timely manner and, as such, the parties have complied with the statutory requirements.

2. Cause exists pursuant to Education Code sections 44949 and 44955 to reduce by 88.5 full-time equivalent positions the concomitant number of certificated employees of the District due to the reduction or discontinuance of particular kinds of services, as set forth

in Findings 1 – 21 above. With respect to those respondents whose may be laid off by the District and any other certificated employees who received notices but did not request a hearing, if any, the causes set forth in the Accusations relate solely to the welfare of the District's schools and pupils within the meaning of Education Code section 44949.

3. Cause does not exist pursuant to Education Code sections 44949 and 44955 to terminate the employment of respondents Kathleen Escaleras-Morillo, Catherine Vito Maxfield, Allison Demonteverde, Hannah Kim, Kathleen Fox, Rudolph Petris, Emiily Hancock, Theresa Benveniste, and Sonya Lee due to the reduction or discontinuance of particular kinds of services inasmuch as the District withdrew or dismissed the Accusation against them, based on Finding 14 above.

4. Based on Findings 1 – 21 above, there is no certificated probationary or permanent employee with less seniority than any one of respondents or the certificated employees who is being retained by the District for the 2010-2011 school year to render services which any one of respondents or certificated employees is certificated and competent to render.

* * * * *

WHEREFORE, the Administrative Law Judge makes the following Order:

ORDER

1. The Accusation issued against respondents Kathleen Escaleras-Morillo, Catherine Vito Maxfield, Allison Demonteverde, Hannah Kim, Kathleen Fox, Rudolph Petris, Emily Hancock, Theresa Benveniste, and Sonya Lee must be dismissed, based on Conclusion of Law 3 above, respectively. These respondents may not be given notice that their services will not be required for the 2010-2011 school year.

2. The Accusation issued against all of the remaining respondents is sustained, based on Conclusions of Law 1, 2, and 4 above. The District may give notice to these respondents, and each of them, in the inverse order of seniority that their services will not be required for the ensuing 2010-2011 school year because of the reduction or discontinuance of particular kinds of services pursuant to Education Code section 44955.

3 The District may give notice to any respondents and certificated employees, who were served with notices and/or accusations that their services will not be needed next year but did not file requests for hearing or did not appear at the hearing, that their services

will not be required for the ensuing 2010-2011 school year because of the reduction or discontinuance of particular kinds of services pursuant to Education Code sections 44949 and 44955.

4. Before giving notice to respondents, the District shall further determine and take into account any additional positively assured attrition among certificated employees in deciding how many and when respondents should be terminated before the ensuing 2010-2011 school year.

Dated: May 5, 2010

A handwritten signature in black ink, appearing to read 'V. Nafarrete', with a long horizontal flourish extending to the right.

Vincent Nafarrete
Administrative Law Judge
Office of Administrative Hearings

DISCUSSION/ACTION ITEM

DATE: May 11, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE LAYOFF OF CERTIFICATED EMPLOYEES FOR THE 2010/2011 SCHOOL YEAR AS PRESENTED IN EXHIBIT A**

Background: Due to the State's financial insolvency, the Fullerton School District has been required to make significant reductions in the 2009/2010 budget and in the 2010/2011 budget. In order to maintain fiscal solvency, numerous programs were recommended for reduction.

Pursuant to the Board's resolution and by March 15, 2010, the Superintendent's designee notified the Board of Trustees and Respondents, in writing, that it was the Superintendent's recommendation that Respondents be notified their services would not be required for the 2010/2011 school year. The written notice stated the reasons for the layoff and informed each Respondent of his or her right to request an administrative hearing.

Rationale: Based on the decision of the Board of Trustees to reduce and/or discontinue certain services/programs in the Fullerton School District as approved in the layoff resolution on February 23, 2010, and based on the decision of the Administrative Law Judge, the Superintendent has recommended to the Board of Trustees that the following employees be terminated at the end of the 2009/2010 school year per Education Code Sections 44949 and 44955.

Funding: Not applicable.

Recommendation: Approve layoff of Certificated employees for the 2010/2011 school year as presented in Exhibit A.

MLD:nm
Attachment

Fullerton School District
Exhibit A

Arreola, Eva
Ascari, Patricia
Baker, John
Barr, Kimberley
Beaver, Aaron
Beleber, Judith
Brantzeg, Michelle
Burney, Katie
Calvo, Andrea
Cardenas, Valerie
Champlin, Brandy
Chiu, Emily
Choi, Connie
Clayton, Patricia
Corradino, Christina
Corsini, Leslie
Crowley, Kelley
DeGrazia, David
DeLaOssa, Erika
Diaz, Pablo
Ettinger, Julianne
Flessing, Heather
Fotinakes, Irene
Freeman, Jamie
Given, Stephanie
Gordon, James
Gyurina, Tracy
Harrison, Russell
Heimer, Nicole
Jaronczyk, Darek

Joo, Angela
Keverian, Teena
Lam, Khemaradevi
Lee, Angela
Levine, Blair
Licon, Shalimar
Lockhart, Patricia
Mankiewicz, Matthew
Martin, Alisha
McIntosh, Laura
Miller, Patricia
Montoya, Kristin
Moran, Abigail
Myers, Kyle
Nam, Hyun
Ogas, Michael
Rabenston, Steve
Rasheed-Khan, Arshiya
Reed, Ruben
Sarvis, Jennifer
Stricker, Matthew
Sullivan, Thomas
Swanek, Brittany
Tirado, Dalila
Udhus, Kari
Velazquez, Lori
Voeltz, Rebecca
Wilmoth, Stephanie
Wilson, Anthony
Yolla, Gabrielle

ADMINISTRATIVE REPORT

DATE: May 11, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., Superintendent
PREPARED BY: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: **FIRST READING OF NEW AND REVISED BOARD POLICIES**

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

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

New:

Philosophy, Goals, Objectives and Comprehensive Plans
BP 0440, District Technology Plan

Instruction

BP 6120, Response to Instruction and Intervention
BP 6159, Individualized Education Program
BP 6159.1, Procedural Safeguards and Complaints for Special Education
BP 6161.1, Selection and Evaluation of Instructional Materials
BP 6164.5, Student Success Teams
BP 6172, Gifted and Talented Student Program

Revised:

Philosophy, Goals, Objectives and Comprehensive Plans
BP 0430, Comprehensive Local Plan For Special Education

Instruction

BP 6144, Controversial Issues
BP 6153, School-Sponsored Trips
BP 6171, Title I Programs
BP 6190, Evaluation of the Instructional Program

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification and propose revisions prior to approval of these policies at the May 25, 2010 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

JM:nm
Attachments

**Fullerton School District
Board Policy
Comprehensive Local Plan For Special Education**

BP 0430

**Philosophy, Goals, Objectives and Comprehensive Plans
Board Adopted: January 27, 1987
Board Revised: May 25, 2010**

The Board of Trustees desires to provide a free appropriate public education to all individuals with disabilities, aged 3 to 15 years, who reside in the District, including children who have been suspended or expelled or placed by the District in a nonpublic, nonsectarian school.

Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered, and where appropriate, utilized. (Education Code 56303)

The special education local plan area (SELPA) shall administer a local plan and administer the allocation of funds. (Education Code 56195)

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the District participates as a member of the SELPA.

The Superintendent or designee shall extend the District's full cooperation to the SELPA. Unless otherwise specified, the policies and procedures of the SELPA's Local Plan shall be applied as policies and regulations of this District, with the exception of those that apply to complaints.

Legal References:

EDUCATION CODE

- 56000-56001 Education for individuals with exceptional needs
- 56020-56035 Definitions
- 56040-56046 General provisions
- 56048-56050 Surrogate parents
- 56055 Foster parents
- 56060-56063 Substitute teachers
- 56170-56177 Children enrolled in private schools
- 56190-56194 Community advisory committees
- 56195-56195.10 Local plans
- 56205-56208 Local plan requirements
- 56213 Special education local plan areas with small or sparse populations
- 56240-56245 Staff development
- 56300-56385 Identification and referral, assessment, instructional planning
- 56440-56447.1 Programs for individuals between the ages of three and five years
- 56500-56508 Procedural safeguards, including due process rights
- 56520-56524 Behavioral interventions
- 56600-56606 Evaluation, audits, and information
- 56836-56836.05 Administration of local plan

GOVERNMENT CODE

- 7579.5 Surrogate parent, appointment, qualifications, and liability
- 95000-95029 California Early Intervention Services Act

WELFARE AND INSTITUTIONS CODE

361 Limitations on parental control

726 Limitations on parental control

CODE OF REGULATIONS, TITLE 5

3000-3089 Regulations governing special education

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, review and procedures for amending education records

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

300.1-300.818 Assistance to states for the education of children with disabilities, including:

300.500-300.520 Due process procedures for parents and children

303.1-303.654 Early intervention program for infants and toddlers with disabilities

Management Resources:

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep>

CSBA Revisions

(2/98 7/03) 11/06

Fullerton School District

Board Policy

District Technology Plan

BP 0440

Philosophy, Goals, Objectives and Comprehensive Plans

Board Adopted: May 25, 2010

The Board of Trustees recognizes that technological resources can enhance student achievement by increasing student access to information, developing 21st Century learning skills, and providing instruction that integrates creativity and innovation to meet the needs of all learners. Effective use of technology can also increase the efficiency of the District's non-instructional operations and governance. The Board is committed to the development and maintenance of a Districtwide infrastructure and to providing staff professional development that will promote the effective integration of existing and new technologies to enhance and transform teaching and learning.

The Superintendent or designee shall develop a three-to-five year technology plan which:

1. Focuses on the use of technology to improve student achievement and is aligned with the District's vision and goals for student learning.
2. Contains clear goals for the use of technology based on an assessment of District needs.
3. Addresses all components required for State or federal technology grant programs, administered by the California Department of Education, in which the District participates. (Education Code 51871.5, 52295.35; 5 CCR 11974; 20 USC 6764; 47 CFR 54.508)
4. Addresses the use of technology to improve District governance, District and school site administration, support services, and communications.

Planning Team

The Superintendent or designee shall appoint a planning team to assist with the development of the technology plan. The recommendations of the committee shall be advisory only and shall not be binding on the Board. The plan shall be submitted to the Board for approval.

Legal References:

EDUCATION CODE

10550-10555 Telecommunications standards

11800 K-12 High Speed Network grant program

51006 Computer education and resources

51007 Programs to strengthen technological skills

51865 California distance learning policy

51870-51874 Educational technology

52270-52272 Education technology and professional development grants

52295.10-52295.55 Implementation of federal Enhancing Education Through Technology (EETT) grant program

60010 Instructional materials, definition

66940-66941 Distance learning

PENAL CODE

502 Computer crimes, remedies

CODE OF REGULATIONS, TITLE 5

11971-11979.5 Enhancing Education Through Technology grants

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 47

54.500-54.523 Universal service support for schools, especially:

54.508 Technology plan

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Education Technology Planning: A Guide for School Districts, 2001

WEB SITES

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

California Department of Education, Education Technology Office: <http://www.cde.ca.gov/ls/et>

California Learning Resource Network: <http://www.clrn.org>

California Technology Assistance Project: <http://www.ctap.k12.ca.us>

International Society for Technology in Education (ISTE): <http://www.iste.org>

National Educational Technology Standards (NETS):

<http://www.iste.org/AM/Template.cfm?Section=NETS>

Technical Support for Education Technology in Schools: <http://www.techsets.org>

Partnership for 21st Century Skills: <http://www.p21.org/>

CSBA Revisions

(6/95) 7/07

Fullerton School District

Board Policy

Response to Instruction and Intervention

BP 6120

Instruction

Board Adopted: May 25, 2010

The Board of Trustees desires to provide a high-quality, data-driven educational program to meet the learning and behavioral needs of each student and to help reduce disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to District measures of performance shall receive intensive instruction and intervention supports designed to meet their individual learning needs.

The Superintendent or designee shall convene a team of certificated personnel, other District staff, and parents/guardians, as appropriate, to assist in designing the District's Response to Instruction and Intervention (RtI²) system, based on an examination of indicators of District and schoolwide student achievement.

The District's RtI² system shall include instructional strategies and interventions with demonstrated effectiveness and shall be aligned with the District curriculum and assessments.

The District's RtI² system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

When data from the RtI² system indicate that a student may have a specific learning disability, the student may be referred for evaluation for special education or other services.

The District shall provide staff development to teachers regarding the use of assessments, data analysis, and research-based instructional practices and strategies. In addition, the District's RtI² system shall emphasize a collaborative approach of professional learning communities among teachers within and across grade spans.

Staff shall ensure that parents/guardians are involved at all stages of the instructional and intervention process. Parents/guardians shall be kept informed of their child's progress and provided information regarding the services that will be provided, the strategies being used to increase the student's rate of learning, and information about the performance data that will be collected.

Legal References:

EDUCATION CODE

56329 Assessment, written notice to parent

56333-56338 Eligibility for specific learning disabilities

56500-56509 Procedural safeguards

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1416 Monitoring, technical assistance, and enforcement

6316 School improvement
6318 Parent involvement
6319 Highly qualified teachers
CODE OF FEDERAL REGULATIONS, TITLE 34
300.307 Specific learning disabilities
300.309 Determining the existence of specific learning disabilities
300.311 Specific documentation for eligibility determination

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE
Response to Instruction and Intervention, 2008

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

7/09

Fullerton School District

Board Policy

Controversial Issues

BP 6144

Instruction

Board Adopted: November 28, 2006

Board Revised: May 25, 2010

The Board of Trustees believes that students should have opportunities to discuss controversial issues which have political, social or economic significance and which the students are mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions, and respect the opinions of others.

The Board expects teachers to exercise caution and discretion when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic that they feel is not suitable for the class or related to the established course of study.

The Board also expects teachers to ensure that all sides of a controversial issue are impartially presented, with adequate and appropriate factual information. Without promoting any partisan point of view, the teacher should help students separate fact from opinion and warn them against drawing conclusions from insufficient data. The teacher shall not suppress any student's view on the issue as long as its expression is not malicious or abusive toward others.

Teachers sponsoring guest speakers shall either ask them not to use their position or influence on students to forward their own religious, political, economic or social views or shall take active steps to neutralize whatever bias has been presented.

Legal References:

EDUCATION CODE

51500 Prohibited instruction or activity

51510 Prohibited study or supplemental materials

51511 Religious matters properly included in courses of study

51530 Prohibition and definition re advocating or teaching communism with intent to indoctrinate

51933 Sex education courses

60040 Portrayal of cultural and racial diversity

60044 Prohibited instructional materials

60045 Required to be accurate, objective, current, and suited to needs and comprehension at respective grade levels

CSBA Revisions

(5/85) 12/80

Fullerton School District

Board Policy

School-Sponsored Trips

BP 6153

Instruction

Board Adopted: November 28, 2006

Board Revised: May 25, 2010

The Board of Trustees recognizes that school-sponsored trips are an important component of a student's development and supplement and enrich the classroom learning experience. School-sponsored trips may be conducted in connection with the District's course of study or school-related social, educational, cultural, athletic, school band activities, or other extracurricular or co-curricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the District's course of study.

Requests for school-sponsored trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All school-sponsored trips shall be approved in advance by the principal.

The principal shall establish a process for approving a staff member's request to conduct a school-sponsored trip. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, District and student expense, transportation, and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

District funds shall not be used to pay student expenses for out-of-state or out-of-country field trips or excursions. However, expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of District equipment during the trip, may be paid from District funds. (Education Code 35330)

Legal References:

EDUCATION CODE

8760 Authorization of outdoor science and conservation programs

32040-32044 First aid equipment: field trips

35330 Excursions and field trips

35331 Provision for medical or hospital service for pupils (on field trips)

35332 Transportation by chartered airline

35350 Transportation of students

44808 Liability when pupils not on school property

48908 Duties of pupils; authority of teachers

BUSINESS AND PROFESSIONS CODE

17540 Travel promoters

17550-17550.9 Sellers of travel

17552-17556.5 Educational travel organizations

Management Resources:

WEB SITES

American Red Cross: <http://www.redcross.org>

California Association of Directors of Activities: <http://www.cada1.org>

U.S. Department of Homeland Security: <http://www.dhs.gov>

CSBA Revisions

(9/88 3/91) 7/06

Fullerton School District

Board Policy

Individualized Education Program

BP 6159

Instruction

Board Adopted: May 25, 2010

The Board of Trustees desires to provide educational alternatives that afford students with disabilities full educational opportunities. Students with disabilities shall receive a free appropriate public education and be placed in the least restrictive environment, which meets their needs to the extent provided by law.

The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, the contents of the IEP, and the development, review, and revision of the IEP.

To the extent permitted by federal law, a foster parent shall have the same rights relative to his/her foster child's IEP as a parent/guardian. (Education Code 56055)

Legal References:

EDUCATION CODE

51225.3 Requirements for high school graduation and diploma
56055 Rights of foster parents pertaining to foster child's education
56136 Guidelines for low incidence disabilities areas
56195.8 Adoption of policies
56321 Development or revision of IEP
56321.5 Notice to include right to electronically record
56340.1-56347 Instructional planning and individualized education program
56350-56352 IEP for visually impaired students
56380 IEP reviews; notice of right to request
56390-56392 Certificate of completion, special education
56500-56509 Procedural safeguards
60640-60649 Standardized Testing and Reporting Program
60850 High school exit examination, students with disabilities
60852.3 High school exit examination, exemption for the class of 2006

FAMILY CODE

6500-6502 Age of majority

GOVERNMENT CODE

7572.5 Seriously emotionally disturbed child, expanded IEP team

WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction
601 Minors habitually disobedient
602 Minors violating law defined as crime

CODE OF REGULATIONS, TITLE 5

853-853.5 Standardized Testing and Reporting Program, accommodations
1215.5-1218 High School Exit Examination, accommodations for students with disabilities
3021-3029 Identification, referral and assessment
3040-3043 Instructional planning and the individualized education program

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 157 (2002)

COURT DECISIONS

Schaffer v. Weast (2005) 125 S. Ct. 528

Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072

Sacramento City School District v. Rachel H. (9th Cir. 1994) 14 F.3d 1398

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

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

U.S. Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/about/offices/list/osers/osep>

CSBA Revisions

(3/03 11/03) 3/06

Fullerton School District

Board Policy

Procedural Safeguards And Complaints For Special Education

BP 6159.1

Instruction

Board Adopted: May 25, 2010

The Board of Trustees desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in State and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the District in any due process hearing conducted with regard to District students and shall inform the Board about the result of the hearing.

The Superintendent or designee shall address a complaint concerning compliance with State or federal law regarding special education in accordance with the District's uniform complaint procedures.

Legal References:

EDUCATION CODE

56000 Education for individuals with disabilities

56001 Provision of the special education programs

56020-56035 Definitions

56195.7 Written agreements

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56440-56447.1 Programs for individuals between the ages of three and five years

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

CODE OF REGULATIONS, TITLE 5

3000-3100 Regulations governing special education

4600-4671 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

UNITED STATES CODE, TITLE 42

11434 Homeless assistance

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, review and procedures for amending education records

104.36 Procedural safeguards

300.1-300.818 Assistance to states for the education of students with disabilities, especially:

300.500-300.520 Procedural safeguards and due process for parents and students

COURT DECISIONS

Winkelman v. Parma City School District, (2007) 550 U.S. 516

Management Resources:

FEDERAL REGISTER

Final Regulations, December 1, 2008, Vol. 73, No. 231, pages 73006-73029

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osers/osep>

CSBA Revisions

(6/98 11/06) 3/09

Fullerton School District

Board Policy

Selection and Evaluation Of Instructional Materials

BP 6161.1

Instruction

Board Adopted: May 25, 2010

The Board of Trustees desires that District instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect the diversity of our society, and enhance the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are aligned with the State content standards, meet other criteria specified in law, and are an effective learning resource to help students achieve grade-level competency.

To ensure that instructional materials effectively support the District's adopted courses of study, the selection of textbooks, technology-based materials, other educational materials, and tests shall be aligned with the development and evaluation of the District's curriculum and standards.

The Superintendent or designee shall establish a process by which instructional materials shall be reviewed for recommendation to the Board.

This process shall involve teachers in a substantial manner and shall also encourage the participation of parents/guardians and community members. (Education Code 60002)

All recommended instructional materials shall be available for public inspection at the District office.

Individuals who participate in selecting and evaluating instructional materials shall not have a conflict of interest, as defined in administrative regulation, in the materials being reviewed.

Complaints concerning instructional materials shall be handled in accordance with law, Board policy, and administrative regulation.

The Board's priority in the selection of instructional materials is to ensure that all students in grades K-8 are provided with instructional materials that are aligned to State content standards in the core curriculum areas of reading/language arts, mathematics, science, and history-social science. Students in grades K-8 shall be provided with instructional materials adopted by the State Board of Education.

The District may pilot instructional materials, using a representative sample of classrooms for a specified period of time during a school year, in order to determine how well the materials support the District's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the District's instructional materials. (Education Code 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. The Superintendent or designee shall post, 10 days prior to the hearing and in three public places within the District, a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school has sufficient textbooks and/or instructional materials that are aligned to the State content standards adopted pursuant to Education Code 60605 in each of the following subjects: (Education Code 60119)

1. Mathematics.
2. Science.
3. History-social science.
4. English language arts, including the English language development component of an adopted program.

The Board shall also make a written determination as to whether each student enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the State curriculum frameworks.

For the 2008-09 through 2012-13 fiscal years, the Board shall also make a determination that all students within the District who are enrolled in the same course have "identical" standards-aligned textbooks or instructional materials from the same adoption cycle, as defined in Education Code 1240.3, 60119, and 60422. (Education Code 1240.3, 42605)

If the Board determines that there are insufficient textbooks and/or instructional materials, the Board shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials. The Board shall take any action, except an action that would require reimbursement by the Commission of State Mandates, to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

Legal References:

EDUCATION CODE

1240 County superintendent, general duties

1240.3 Definition of sufficiency for categorical flexibility

33050-33053 General waiver authority

33126 School accountability report card

35272 Education and athletic materials

42605 Tier 3 categorical flexibility

44805 Enforcement of course of studies; use of textbooks, rules and regulations

49415 Maximum textbook weight

Fullerton School District BP 6161.1

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51501 Subject matter reflecting on race, color, etc.
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60048 Instructional requirements and materials
60060-60062 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60206 Elementary school materials
60226 Requirements for publishers and manufacturers
60240-60252 State Instructional Materials Fund
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks
60420-60424 Instructional Materials Funding Realignment Program
60510-60511 Donation for sale of obsolete instructional materials
60605 State content standards
CODE OF REGULATIONS, TITLE 5
9505-9535 Instructional materials, especially:
9531-9532 Instructional Materials Funding Realignment Program

Management Resources:

CSBA PUBLICATIONS

Flexibility Provisions in the 2008 and 2009 State Budget: Policy Considerations for Governance Teams, Budget Advisory, March 2009

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

1002.90 Selection of Instructional Materials, CIL: 90/91-02

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2000

WEB SITES

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

Association of American Publishers: <http://www.publishers.org>

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

CSBA Revisions

(11/05 11/06) 11/09

**Fullerton School District
Board Policy
Student Success Teams**

BP 6164.5

Instruction

Board Adopted: May 25, 2010

The Board of Trustees encourages the collaboration of parents/guardians, teachers, resource personnel, administrators and students in evaluating the strengths and needs of students having academic, attendance or behavioral difficulties and in identifying strategies and programs that may assist the students. The Superintendent or designee shall establish student success teams as needed to address individual students' needs.

The Superintendent or designee shall establish a process for initiating referrals of students to the student success team.

Each student success team shall develop intervention strategies to assist the student. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

The student success team shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, and develop additional interventions as needed.

Legal References:

EDUCATION CODE

8800-8807 Healthy Start support services for children

41505-41508 Pupil Retention Block Grant

48260-48273 Truancy

48400-48454 Continuation education

49600-49604 Educational counseling

51745-51749.3 Independent study programs

52200-52212 Gifted and talented student programs

54400-54425 Programs for disadvantaged children

54440-54445 Migrant children

WELFARE AND INSTITUTIONS CODE

4343-4352.5 Primary interventions program, mental health

18986.40-18986.46 Interagency children's services

Management Resources:

CDE PUBLICATIONS

SB 65 School-Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000

Student Success Teams: Supporting Teachers in General Education, 1997

CALIFORNIA DROPOUT PREVENTION NETWORK PUBLICATIONS

SST: Student Success Teams, 2000

WEB SITES

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

California Dropout Prevention Network: <http://www.edualliance.org/cdpn>

National Dropout Prevention Center: <http://www.dropoutprevention.org>

CSBA Revisions
(9/90) 3/04

Fullerton School District

Board Policy

Title I Programs

BP 6171

Instruction

Board Adopted: November 28, 2006

Board Revised: May 25, 2010

In order to improve the academic achievement of students from economically disadvantaged families, the District shall use federal Title I funds to provide supplementary services that reinforce the core curriculum and assist students in attaining proficiency on State academic standards and assessments.

The Superintendent or designee shall provide technical assistance and support to any school participating in the Title I program, including consultation in the development and implementation of school plans and activities. (20 USC 6312)

The District and each school receiving Title I funds shall develop a written parent involvement policy in accordance with 20 USC 6318.

Local Educational Agency Plan

The Superintendent or designee shall consult with teachers, principals, administrators, other appropriate school personnel, and parents/guardians of participating students in the development, periodic review, and, as necessary, the revision of a local educational agency (LEA) plan. The plan and any revisions shall be submitted to the Board of Trustees for approval. (20 USC 6312)

The plan shall address the components specified in 20 USC 6312, which describe the assessments, strategies, and services the District will use to help low-achieving students meet challenging academic standards.

The initial plan shall be submitted to the California Department of Education (CDE) and approved by the State Board of Education. Subsequent revisions of the plan shall be kept on file in the District.

Comparability of Services

State and local funds used in schools receiving Title I funds shall provide services that, taken as a whole, are at least comparable to services in schools that are not receiving Title I funds or, if all District schools are receiving Title I funds, that are substantially comparable in each school. Comparability may be determined on a school-by-school basis or by grade span. (20 USC 6321)

To demonstrate comparability of services among District schools:

1. The Board shall adopt and implement a Districtwide salary schedule.
2. The ratio of students to teachers, administrators, and other staff at each Title I school shall not exceed 110 percent of the average ratio across non-Title I schools.
3. All District schools shall be provided with the same level of base funding per student for curriculum and instructional materials.
4. Each school site shall maintain records of the quantity and quality of instructional materials and equipment at each school.

In determining comparability, the District shall not include staff salary differentials for years of employment. The District also may exclude unpredictable changes in student enrollment or personnel assignments that

occur after the beginning of the school year, State and local funds expended for language instruction educational programs, State and local funds expended for the excess costs of providing services to disabled students, and supplemental State or local funds expended in any school attendance area or school for programs that specifically meet the intent and purposes of Title I. (20 USC 6321)

At the beginning of each school year, the Superintendent or designee shall measure comparability in accordance with the above criteria and maintain records documenting the District's compliance. If any instances of non-comparability are identified, the Superintendent or designee shall promptly implement adjustments as needed to ensure comparability.

Program Evaluation

The Board shall use State assessment results and other available measures or indicators to annually determine whether each participating school is making adequate yearly progress toward ensuring that all students meet the State's proficient level of achievement on State assessments. (20 USC 6316)

Legal References:

EDUCATION CODE

11503 Parent involvement programs in Title I schools
52055.57 Districts identified or at risk of identification for program improvement
54020-54028 Economic Impact Aid
54420-54425 State Compensatory Education
64001 Single plan for student achievement, consolidated application programs
UNITED STATES CODE, TITLE 20
6301 Program purpose
6311-6322 Improving basic programs for disadvantaged students, including:
6312 Local educational agency plan
6313 Eligibility of schools and school attendance areas; funding allocation
6314 Title I schoolwide programs
6315 Targeted assistance schools
6316 School improvement
6318 Parent involvement
6320 Participation of private school students
6321 Comparability of services
7881 Participation of private school students
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.79 Improving basic programs for disadvantaged students

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

LEA Plan, rev. May 17, 2006

Provisions for Private School Students, Teachers, and Other Education Personnel in the No Child Left Behind Act of 2001, rev. November 1, 2005

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Title I Fiscal Issues, May 26, 2006

Designing Schoolwide Programs, March 22, 2006

Supplemental Educational Services, June 13, 2005

The Impact of the New Title I Requirements on Charter Schools, July 2004

Parental Involvement: Title I, Part A, April 23, 2004

Fullerton School District BP 6171

Serving Preschool Children Under Title I, March 4, 2004

Title I Services to Eligible Private School Students, October 17, 2003

Local Educational Agency Identification and Selection of School Attendance Areas and Schools and Allocation of Title I Funds to Those Areas and Schools, August 2003

WEB SITES

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

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

No Child Left Behind: <http://www.ed.gov/nclb>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(10/95 11/02) 8/06

Fullerton School District

Board Policy

Gifted and Talented Student Program

BP 6172

Instruction

Board Adopted: May 25, 2010

The Board of Trustees believes that all students deserve an education that challenges them to meet their fullest potential. The Board shall provide gifted and talented students in grades K-8 opportunities for learning commensurate with their particular abilities and talents.

The Board shall approve a District plan for gifted and talented education (GATE), which meets criteria established by the State Board of Education for program approval.

The District's program shall be designed to provide articulated learning experiences across subjects and grade levels and shall be aligned with and extend the State academic content standards and curriculum frameworks.

Students may be identified for the GATE program on the basis of demonstrated or potential abilities in any one or more of the following categories: (Education Code 52202; 5 CCR 3822)

1. Intellectual Ability: The student demonstrates extraordinary or potential for extraordinary intellectual development.
2. Creative Ability: The student characteristically perceives unusual relationships among aspects of the student's environment and among ideas, overcomes obstacles to thinking and doing, and/or produces unique solutions to problems.
3. Specific Academic Ability: The student functions at highly advanced academic levels in particular subject areas.
4. Leadership Ability: The student displays the characteristic behaviors necessary for extraordinary leadership.
5. High Achievement: The student consistently produces advanced ideas and products and/or attains exceptionally high scores on achievement tests.
6. Performing and Visual Arts Talent: The student originates, performs, produces, or responds at extraordinarily high levels in the arts.

The District's GATE program may include special day classes, part-time groupings, and cluster groupings, which shall be planned and organized as an integrated, differentiated learning experience within the regular school day. This program may be augmented or supplemented with other differentiated activities related to the core curriculum using such strategies as enrichment and acceleration. (Education Code 52206; 5 CCR 3840)

The District may provide specialized services designed to assist underachieving, linguistically diverse, culturally diverse, and/or economically disadvantaged GATE students to achieve at levels commensurate with their abilities. (5 CCR 3840)

The District's GATE program shall include an academic component and, as appropriate, instruction in basic skills for each student. (Education Code 52206)

The District's program shall support the social and emotional development of GATE students in order to increase responsibility, self-awareness, social awareness, and adjustment. Staff development shall be provided to support teachers of GATE students in understanding the unique learning styles and abilities of these students and in developing appropriate instructional strategies.

Advisory Committee

The Superintendent or designee shall appoint an advisory committee to support the needs of the GATE program and to assist in program planning, implementation, and evaluation. The committee shall include the District's program coordinator, certificated staff, parents/guardians of GATE students, community members, and students as appropriate.

Program Evaluation

The Board shall annually review the District's GATE program and administration of the program using methods identified in the District's GATE plan, and may require modifications in the program as indicated by the results of this review. (5 CCR 3831)

Legal References:

EDUCATION CODE

37223 Weekend classes for mentally gifted minors
41500-41573 Categorical education block grants
48800-48802 Enrollment of gifted students in community college
51740 Instruction by correspondence
51745-51749.3 Independent study programs
52200-52212 Gifted and talented education program
52800-52887 School-Based Program Coordination
64000 Categorical programs included in consolidated application
64001 Single plan for student achievement, consolidated application programs
76000-76002 Enrollment in community college
CODE OF REGULATIONS, TITLE 5
1633 Instruction by correspondence
3820-3870 Gifted and talented education program

Management Resources:

CALIFORNIA ASSOCIATION FOR THE GIFTED PUBLICATIONS
GATE Standards Workbook: A Guide to Design, Improve and Assess Gifted Programs, 2005
Meeting the Standards: A Guide to Developing Services for Gifted Students, 2002
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Gifted and Talented Education Program Resource Guide, rev. 2005
Recommended Standards for Programs for Gifted and Talented Students, rev. 2005

WEB SITES

CSBA: <http://www.csba.org>
California Association for the Gifted: <http://www.cagifted.org>
California Department of Education, Gifted and Talented Education: <http://www.cde.ca.gov/sp/gt>
Council for Exceptional Children, The Association for the Gifted (CEC-TAG): <http://www.cectag.org>
National Association for Gifted Children: <http://www.nagc.org>

CSBA Revisions
(3/01 11/05) 7/08

Fullerton School District

Board Policy

Evaluation of the Instructional Program

BP 6190

Instruction

Board Adopted: November 28, 2006

Board Revised: May 25, 2010

The Board of Trustees recognizes that it is accountable to students, parents/guardians, and the community for the effectiveness of the District's educational program in meeting District goals for student learning. The Superintendent or designee shall conduct a continual evaluation of the curriculum and the instructional program in order to improve student achievement.

The Superintendent or designee shall provide the Board and the community with regular reports on student progress toward Board-established standards of expected achievement at each grade level in each area of study. In addition, he/she shall evaluate and report data for each District school and for every numerically significant subgroup of the student population, including, but not limited to, school and subgroup performance on statewide achievement indicators.

Based on these reports, the Board shall take appropriate actions to maintain the effectiveness of programs and to improve the quality of education that District students receive.

Categorical Program Monitoring

The Superintendent or designee shall cooperate with the California Department of Education (CDE) in the categorical program monitoring process to ensure that District categorical programs comply with federal and State laws and regulations. The Superintendent or designee shall report to the Board regarding the results of this monitoring process.

On an ongoing basis, the Superintendent or designee shall conduct a District self-evaluation, which may utilize tools developed by the District or the CDE to ensure compliance of District categorical programs with legal requirements.

Evaluation of Consolidated Categorical Programs

The Superintendent or designee and the Board shall annually determine whether the District's categorical programs funded through the State's consolidated application are supportive of the core curriculum and are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the District level. These criteria shall include, but not necessarily be limited to, progress toward goals contained in the school's *Single Plan for Student Achievement* and progress of the total student population and each numerically significant subgroup toward growth targets on the Statewide Academic Performance Index.

Legal References:

EDUCATION CODE

33400-33407 Educational evaluations

35178.4 Notice of accreditation status

44662 Evaluation and assessment guidelines, certificated employee performance

48985 Compliance with translation of parental notifications
51041 Education program, evaluation and revisions
51226 Model curriculum standards
52050-52059 Public Schools Accountability Act
54650-54659 Education Improvement Incentive Program
62005.5 Failure to comply with purposes of funds
64000-64001 Consolidated application process
CODE OF REGULATIONS, TITLE 5
3930-3937 Program requirements
3942 Continuity of funding
UNITED STATES CODE, TITLE 20
6311 Adequate yearly progress

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Leadership: Curriculum, 1996

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Ongoing Program Self-Evaluation Tools (OPSET)

Categorical Program Monitoring Instruments

WEB SITES

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

California Department of Education, Testing and Accountability: <http://www.cde.ca.gov/ta>

Western Association of Schools and Colleges (WASC), Accrediting Commission for Schools:
<http://www.acswasc.org>

CSBA Revisions

(3/02 3/06) 3/07

ADMINISTRATIVE REPORT

DATE: May 11, 2010

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

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

PREPARED BY: Ron Mullins, Supervisor, Purchasing & Stores, Business Services

SUBJECT: **FIRST READING OF REVISED BOARD POLICY 3270, BUSINESS AND NONINSTRUCTIONAL OPERATIONS, SALE AND DISPOSAL OF BOOKS, EQUIPMENT, AND SUPPLIES**

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of Board policies, which are adopted by the majority of school districts in our State. Upon review of Board Policy 3270, it was noted that it was time to revise this Board policy to reflect current laws and practice.

The purpose of this Administrative Report will be to afford Board members the opportunity to review this revised Board policy, ask questions, receive clarification, and propose revisions prior to approval of this revised policy at the May 25, 2010, Board of Trustees' meeting.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations. 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: First reading of revised Board Policy 3270, Business and Noninstructional Operations, Sale and Disposal of Books, Equipment, and Supplies.

GC:RM:ki
Attachment

Fullerton School District

Board Policy

Sale and Disposal of Books, Equipment and Supplies

BP 3270

Business and Noninstructional Operations

Board Adopted: April 7, 1987

Board Revised: May 25, 2010

When any District-owned instructional materials, equipment, supplies, or other personal property becomes unusable, obsolete, or no longer needed, the Superintendent or designee shall notify the Board of Trustees, provide an estimated value, and recommend whether the items be sold or disposed of by one of the methods prescribed in law and administrative regulation. Upon approval by the Board, the Superintendent or designee shall arrange for the sale or disposal of these items.

Instructional materials may be considered obsolete or unusable when they:

1. Have been replaced by more recent editions or new materials selected by the Board and have no foreseeable value in other instructional areas.
2. Are not aligned with the District's academic standards or course of study.
3. Contain information rendered inaccurate or incomplete by new research or technologies.
4. Contain demeaning, stereotyping, or patronizing references to any group of persons protected against discrimination by law or Board policy.
5. Are damaged beyond use or repair.

The Superintendent or designee shall establish procedures to be used when selling equipment for which the federal government has a right to receive all or part of the proceeds. These procedures shall ensure a reasonable amount of competition so as to result in the highest possible revenue.

Legal Reference:

EDUCATION CODE

[17540-17542](#) Sale or lease of personal property by one district to another

[17545-17555](#) Sale of personal property

[35168](#) Inventory, including record of time and mode of disposal

[42291.5](#) Temporary school bus designation

[42303](#) School bus sale to another district

[60500-60530](#) Sale, donation, or disposal of instructional materials

GOVERNMENT CODE

[25505](#) District property; disposition; proceeds

CODE OF REGULATIONS, TITLE 5

[3944](#) Consolidated categorical programs, district title to equipment

[3946](#) Disposal of equipment purchased with state and federal consolidated application funds

UNITED STATES CODE, TITLE 40

549 Surplus property

CODE OF FEDERAL REGULATIONS, TITLE 34

[80.32](#) Equipment acquired under a grant or subgrant

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Standards for Evaluating Instructional Materials for Social Content, 2000

WEB SITES

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

School Services of California, Inc.: <http://www.sscal.com>

CSBA Revisions

(6/96) 11/09

ADMINISTRATIVE REPORT

DATE: May 11, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: "SUNSHINE" CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 130, PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL DISTRICT, 2010-2013 SUCCESSOR AGREEMENT

Background: California School Employees Association, Chapter 130, has an interest in negotiating a Successor Agreement to the current bargaining agreement whose effective date will expire on June 30, 2010.

The District and the Association signed an agreement related to health and welfare resulting from mediation settlement.

The initial proposal from California School Employees Association, Chapter 130, for the 2010-2013 Successor Agreement is attached for review.

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 ("sunshined").

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachment

**2010-2011 INITIAL REOPENER PROPOSAL OF
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 130**

ARTICLE 6 PAY AND ALLOWANCES

6.1 REGULAR RATE OF PAY:

The Association has an interest in maintaining the current contract language.

ARTICLE 8 HEALTH INSURANCE

The Association has an interest in maintaining the current language except as follows:

8.4 MEDICAL INSURANCE FOR RETIREES

The Association has an interest in amending this language to include dental and vision insurance coverage.

All other provisions of the collective agreement shall remain in full force and effect until June 30, 2012.

The Association reserves the right to make additional proposals at any time during the bargaining process, including but not limited to responses to proposals made by the District.