

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 typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Administration Offices Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting. A Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, June 30, 2009
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 or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

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

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – 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]

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

Introductions/Recognitions

Fullerton Host Lions Annual Chess Championship

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Item

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 June 2, 2009 and Special meeting on June 19, 2009

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 C22C0154 through C22C0161, C22D0929 through C22D0958, C22M0334 through C22M0348, C22R0946 through C22R0985, C22S0172 through C22S0181, C22T0047 through C22T0049, C22V0143 through C22V0155, C22X0618 through C22X0625 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 111214 through 111292 and out-of-date sequence purchase order number GS-110010 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 69686 through 70177 for the 2008/2009 school year. The total amount presented for approval is \$2,468,574.19.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7013 through 7064 for the 2008/2009 school year totaling \$138,245.09.
- 1g. Approve Amendments to the 2009/2010 Agreement between Fullerton School District and the Pali Institute for Outdoor Science School.
- 1h. Approve three-year Licensing Agreement between Fullerton School District and Riverside Publishing for DataDirector Assessment System from July 1, 2009 through June 30, 2012.
- 1i. Approve continued participation for the 2009/2010 school year in the Beginning Teacher Support and Assessment (BTSA) Program under the Teacher Credentialing Block Grant and approve Fullerton School District as the Local Educational Agency (LEA).
- 1j. Approve Retainer Agreement for legal services with Margaret A. Chidester & Associates for 2009/2010.
- 1k. Approve 2009/2010 Agreements between the Assistance League of Fullerton and the Fullerton School District for Operation School Bell, Vision Screening and the Vision Referral Project.
- 1l. Approve Contract Agreements with Boys and Girls Club of Fullerton, City of Fullerton, and YMCA of Orange County, North County Branch, for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for July 1, 2009 through June 30, 2012.
- 1m. Approve Classified Tuition Reimbursements.
- 1n. Approve submission to the California Department of Education of Part I of the Consolidated Application for Funding Categorical Aid Programs for the 2009/2010 school year.
- 1o. Approve 2009-2012 Memorandum of Understanding (MOU) and Agreement for the Provision of Special Education Services between the Fullerton School District, Buena Park School District, La Habra City School District and Lowell Joint School District.
- 1p. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2009 and terminating June 30, 2010.
- 1q. Approve 2009/2010 Independent Contractor Master Contracts with Abramson Audiology dba Hear Now, Allied Interpreting Service, Inc., Anaheim Hills Speech & Language Center, Dr. Chris

Davidson, The Dayle McIntosh Center, Dr. Karen Dymond, Goodwill Industries of Orange County (ATEC), Melinda J. Heise, Dr. Kristen D. Iverson, Dr. David Monkarsh, Music Therapy Service of Orange County, The Rehabilitation Institute of Southern California (RIO), United Cerebral Palsy Association of Orange County, West Shield Adolescent Services, and World Access for the Blind.

- 1r. Approve 2009/2010 Nonpublic Agency Master Contracts with Advantes Speech Therapy Services, Autism Partnership, Autism Spectrum Consultants, Inc., Autism Spectrum Therapies, Beth Ballinger, Vision Therapist, Center For Autism and Related Disorders (CARD), Children's Therapy Center, Coast Speech Pathology and Associates, Comprehensive Educational Services (ACES), Cornerstone Therapies, Coyne and Associates, Cumberland Therapy Services, Educational-Based Services for Speech Pathology Services, Gallagher Pediatric Therapy, Irvine Therapy Services, Lindamood-Bell Learning Processes, Maxum Physical Therapy, Newport Language and Speech Center, Optometric Center of Fullerton, Orange County Therapy Services, Pacific Child and Family Associates, LLC, Pacific Coast Speech Services, Inc., The Reading and Language Center, Abby Rozenberg/Jennifer Obholz, Russo, Fleck & Associates, Seek Education, Inc., Sky Pediatric, Inc., Speech & Language Professional Services, Speech Pathology Associates, Tustin Speech and Language Center, and Vista Behavior Consulting.
- 1s. Approve 2009/2010 Nonpublic School Master Contracts with Alton School, Beacon Day School, Blind Children's Learning Center, Cinnamon Hills Youth Crisis Center, Copper Hills Youth Center, Devereaux Texas Treatment Center, Excelsior Youth Centers Incorporated, Mardan School, Oralingua School, Providence Speech and Hearing Center, Provo Canyon School, Pyramid Autism Center, Rossier Park School, Speech and Language Development Center and Therapeutic Education Center (TEC).
- 1t. Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Collaborative for 2009/2010.
- 1u. Approve Supervised Fieldwork Agreement with Chapman University Speech Language Pathology Education Program for 2009-2014.
- 1v. Adopt Declaration of Need for Fully Qualified Educators for the 2009/2010 school year.
- 1w. Adopt Resolution #09/10-01 to establish temporary inter-fund transfers of special or restricted fund monies to the General Fund for 2009/2010.
- 1x. Approve/Ratify warrant number 1059 for the 2008/2009 school year in the amount of \$3,200.00 (District 40, Van Daele).
- 1y. Approve Agreement with School Services of California (SSC) for 2009/2010.
- 1z. Approve Organizational Memberships for 2009/2010.
- 1aa. Approve Contract with Republic Indemnity Company of America to provide workers' compensation excess insurance coverage at a cost not to exceed \$62,449.00 for 2009/2010.
- 1bb. Approve Municipal Lease Agreement Number CFS-1045 (02/08), Acquisition Agreement Lease Purchase Number SLS-004 January 2008 CBS, both with Canon Financial Services, Inc. (CFS), and Maintenance Agreement SER-023 December 2008 CBS, with Canon Business Solutions, Inc. (CBS), for new Canon digital copiers in Nutrition Services.

Public Comments - Policy

Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board.

Discussion/Action Items

- 2a. Hold Public Hearing and Adopt the 2009/2010 Annual Budget – All Funds.
- 2b. Approve 2009/2010 Child Development State Preschool Contract and Adopt Resolution #09/10-02.
- 2c. Approve requests from Hermosa Drive School and Nicolas Junior High School to waive the laptop survey percentage requirement for incoming students for 2009/2010 as authorized in the ACLU Settlement Agreement.
- 2d. Approve Lease Schedule with Academic Capital Group, Inc., for the District's Apple computers and services District-wide, and delegate to the Superintendent, Assistant Superintendent of Business Services, Director of Business Services, and/or Financial Analyst, the power to negotiate and approve all terms and conditions with Academic Capital Group, Inc., that are in the best interest of the District.

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, July 21, 2009, 9:00 a.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, June 2, 2009
3:00 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 Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:01 p.m., and Trustee Thornley led the Pledge of Allegiance to the Flag.

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

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 3:02 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 5:32 p.m. President Sugarman stated there was nothing to report from closed session and led the pledge of allegiance to the flag.

President Sugarman announced that item 2h would be addressed at this time.

2h. Approve the 2009 Extended Year Site-Based Programs subject to positive operational budgets.

Superintendent Hovey stated that due to information affirmed by the State yesterday that funding for supplementary hours will be drastically reduced for the 09/10 school year, the District is not able to offer any Extended Year Programs and, therefore, this agenda item is pulled. Dr. Hovey stated there would be Special Education and Child Care programs. It was then moved by Ellen Ballard, seconded by Minard Duncan, and carried 5-0 to pull item 2h.

Introductions/Recognitions

Maple School Principal Susan Mercado introduced three students, Jessica Gaona, Carolina Franco, and Rebecca Rodriguez, and their mentor Dr. Carmen Zuniga Dunlap, who invented a bilingual jump rope and traveled to Washington D.C., along with their teachers and mentor, to compete in the Sally Ride Science Toy Challenge National Team Competition. The students explained how the jump rope was made and demonstrated how it works. President Sugarman presented Certificates to Principal Mercado, Dr. Dunlap, and the students. Alice Loya from the City of Fullerton presented a Special Commendation to the students, their teachers, and Dr. Carmen Zuniga Dunlap. Principal Mercado spoke about the wonderful time the students had in Washington, D.C. and commented that Congressman Ed Royce arranged for them to have special tours. A Special Commendation was also received from Congresswoman Loretta Sanchez honoring the students.

Principal Mercado also spoke briefly about the special project on April 25 when the Maple School community partnered with the City of Fullerton and the national organization KaBoom to rebuild Truslow Park, and she thanked Jessica Humes for this evening's presentation about the project.

Director of Technology Ted Lai introduced Apple Executive Cheryl Lee who, along with Kathi Koch and Ritz Sherman, honored Fisler School with its second year being named an Apple Distinguished School. Principal Jackie Pearce and some members of the Fisler School staff accepted the award and were presented an "Apple Distinguished School" banner to be displayed at the school site.

Becky D'Arrigo and Teresa Rossi acknowledged two groups of Science Advocacy Council Members and spoke about the 6-year partnership's annual "Adventures in Science Day for Boys" and the "Adventures in Science Day for Girls" events that help students learn about careers in Science. These events are sponsored by the District, Raytheon, Beckman Coulter, and the Southern California College of Optometry. Mrs. D'Arrigo introduced Karin Haspell of Raytheon, Melinda Koshimizu of Raytheon, William Heaton of Southern California College of Optometry, and Marci Raudez from Beckman Coulter. Ms. Rossi introduced and thanked the members of the 5th Grade

Science Review: Janine Jacobs, Chuck Bishop, Jennifer Moseley, and Minard Duncan.

Dr. Hovey introduced Hermosa Drive School Teacher Daryl Spector and spoke about his visit to Mr. Spector's class where he spoke to the students about John Wooden's book "Inch and Miles" and gave the students a challenge, "What Is Success?" Mr. Spector brought several students from his class who presented different perspectives of success of Californians via journal entries.

President Sugarman introduced Doug Boughter, Instrumental Music Teacher, who has been honored with the Orange County Music and Arts Administrators Award. Nicolas Junior High Principal Mathew Barnett and Coordinator of Fine Arts, Lauralyn Eschner, praised teacher Doug Boughter and what an inspiration he is to students.

President Sugarman thanked all the parents, students, and staff for attending the meeting this evening.

President Sugarman announced that item 2g would be addressed at this time.

- 2g. Hear presentation and accept report of 2008/2009 final Measure CC General Obligation Bond audit and financial and performance audits required by Proposition 39.

Dr. Cardinale stated that this is an annual requirement and introduced Mr. Tom Flores from Nigro, Nigro & White, PC. Mr. Flores discussed the report, and it was then moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to accept the report of 2008/2009 final Measure CC General Obligation Bond audit and financial and performance audits required by Proposition 39.

President Sugarman announced that item 2a would be addressed at this time.

- 2a. Hold Public Hearing and appoint Janet McNeill to the Personnel Commission.

President Sugarman thanked Geoff Spalding for his years of service on the Personnel Commission and welcomed Personnel Commissioners Nancy Spencer and Clarence Hill to this evening's meeting.

President Sugarman opened the Public Hearing, and hearing no comments, declared the Public Hearing closed. It was moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 to appoint Janet McNeill to the Personnel Commission. President Sugarman introduced Janet McNeill, and Ms. McNeill shared a little bit about her background and thanked the Board for this opportunity. President Sugarman presented "I Am Someone Who Makes A Difference" pins to Mr. Hill, Ms. Spencer, and Ms. McNeill.

Public Comments

District teacher Susan Smith read aloud a statement on a petition, signed by several District employees, requesting the Board reconsider their decision to eliminate the District's electrician because the petitioners feel there are safety concerns.

Superintendent's Report

Dr. Hovey's report: sad that the District will not be able to offer summer programs and thanked the principals for all the time they spent preparing for summer programs; congratulations to Rachel Corral, Clerk at Golden Hill School, who received the Classified School Employees Association Employee of the Year Award; had opportunity to visit Valencia Park School where the students have earned over 1,000 accelerated reader points –he spoke with some teachers about what could be done as a reward, and they will have a 10-foot banana split next week - read aloud an invitation to him from one of the students; thanked the First Evangelical Free Church of Fullerton for their community partnership and the recent work weekend event where several projects were completed at some of the schools, and he also thanked CSEA for helping with the projects.

Information from the Board of Trustees

Trustee Berryman's report: thanked Raymond School for their wonderful program "Pageant of Historical Moments" and Laguna Road School for their "Seuss Musical"; has been working with Foundations to raise money; regarding the Fullerton Education Foundation, is working on the finishing touches of a brochure targeting parents and will ask principals to send the brochures home to parents asking for their support to help raise funds.

Trustee Ballard's report: sad that funds are so tight that the District can't offer summer school programs; reminded principals there are great summer programs for students at the YMCA, the Boys & Girls Club, Independence Park, the Fullerton Arboretum, and the Muckenthaler; is looking forward to the 8th grade promotions next week.

Trustee Thornley's report: acknowledged that while there are major fundraisers happening, there are many small ones like a pancake breakfast she recently attended, choir concerts, plays, end-of-year celebrations, 8th graders transitioning to high school; announced that today is her 30th wedding anniversary.

Trustee Duncan's report: the CSEA Banquet was phenomenal and thanked CSEA for all they do; recognized Marilyn White and Lourene Happoldt for being honored by the PTA Council with Honorary Service Awards; the

Fisler School staff's talent show, 'Fisler's Got Talent', was very impressive and there are several staff members that have wonderful voices; enjoyed attending the BTSA Induction for many of the District's teachers. President Sugarman's report: attended the School Leadership Team Presentations and Awards event for Raymond, Richman, and Pacific Drive Schools and commented all the presentations were outstanding; All the Arts for All the Kids will have a summer camp in June and July.

Information from PTA, FETA, CSEA, FESMA

FETA President Andy Montoya stated he is looking forward to seeing everyone at the FETA Retirement Dinner this Thursday. Mr. Montoya also stated he is sad about the extended summer program cancellation because of the student learning that would have taken place and the employees that will not be paid.

CSEA Secretary Marleen Acosta stated that her job is on the reduction/elimination list this evening. Ms. Acosta reminded the Board Members about CSEA Article 19 with regard to the layoffs.

FESMA Representative Bob Johnson stated it is a busy time of year with closing down the school sites, Benchmark testing, and preparing Report Cards. Mr. Johnson also commented that FESMA is really proud of the fact that the District has been able to continue to do good things for kids.

PTA President Luz Howchin's report: was a very nice luncheon for new and current presidents and apologized to Trustee Duncan that she did not acknowledge him at the luncheon due to his late arrival; asked Dr. Hovey to please let PTA know in the future of events that the PTA is expected to participate in such as the recent First Evy Free work weekend; stated that Georgene Bravo reported that the PTA completed 197,756 volunteer hours.

Approve Minutes

Moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to approve the minutes of the Regular meeting on May 12, 2009.

Consent Items

President Sugarman announced that 1a would be addressed separately at this time.

1a. Approve/Ratify Certificated Personnel Report

It was moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to approve/ratify the modified Certificated Personnel Report. Dr. Mitch Hovey announced and welcomed John Albert who will be Principal of Ladera Vista Junior High, Ema Flores who will be Principal of Valencia Park, and Laura Rydell who will be Director of Student Support Services.

It was moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to approve consent items 1b through 1q.

Item 1a was addressed earlier.

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 C22C0147 through C22C0153, C22D0837 through C22D0928, C22M0332 through C22M0333, C22R0899 through C22R0945, C22S0160 through C22S0171, C22T0044 through C22T0046, C22V0135 through C22V0142, C22X0614 through C22X0617 for the 2008/2009 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 111106 through 111213, processed food/commodity purchase orders numbered DJ-110010, GS-110009, and 111187-A, and out-of-date sequence purchase order number CARGILL-110016 for the 2008/2009 school year.

1e. Approve/Ratify warrants numbered 69445 through 69685 for the 2008/2009 school year. The total amount presented for approval is \$1,870,117.74.

1f. Approve/Ratify Nutrition Services warrants numbered 6975 through 7012 for the 2008/2009 school year totaling \$276,895.40.

1g. Approve/Ratify Classified Personnel Report.

- 1h. Approve/Ratify warrant number 1058 for the 2008/2009 school year in the amount of \$2,681.31 (District 40, Van Daele).
- 1i. Approve Participation Agreement with the Fullerton School District and the Mind Research Institute for the ST (Spatial Temporal) Math program at Pacific Drive School for the 2009/2010 school year.
- 1j. Approve Participation Agreement and software license renewal with the Fullerton School District and the Mind Research Institute for the ST (Spatial Temporal) Math program and Math + Music software program at Maple School for the 2009/2010 school year.
- 1k. Approve Amendment #2 to Contract #31929 with the Orange County Department of Education (OCDE) for implementation and software support of the Sungard Bi-Tech Financial System.
- 1l. Approve Instructional Materials Funding Realignment Program (IMFRP) Waiver to the California Department of Education to postpone the English Language Arts Materials Adoption to fiscal year 2011/2012.
- 1m. Approve 2009/2010 Master Contract between the Fullerton School District and the Orange County Department of Education (OCDE) Purchasing Division for Medi-Cal administrative activities.
- 1n. Approve/Ratify purchase of LCD projectors and high-resolution document cameras by piggybacking off of the Redlands Unified School District Bid Award No. 19-08.
- 1o. Approve Contract between the Fullerton School District and Blackboard Connect, Inc., for the use of the Connect-ED parent notification system effective July 1, 2009 through June 30, 2012.
- 1p. Approve/Ratify warrant number 1089 for the 2008/2009 school year in the amount of \$2,836.13 (District 48, Amerige Heights).
- 1q. Approve Settlement Agreement and mutual release of claims between the Fullerton School District and SCRIBA Educational Services, Inc.

Discussion/Action Items

Item 2a was previously addressed.

2a. Hold Public Hearing and appoint Janet McNeill to the Personnel Commission.

2b. Adopt California Gateways

Janet Morey and Becky D'Arrigo spoke briefly about this adoption that fills a need for the intervention students. Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to adopt California Gateways for Grades 4-8 English Language Arts Intensive Intervention Textbook Materials.

2c. Approve Renewal of Class Size Reduction Waiver

Moved by Ellen Ballard, seconded by Minard Duncan and carried 5-0 to approve the Renewal of Class Size Reduction Waiver for Orangethorpe School's Primary (K-3) Multiage Class.

2d. Adopt Resolution #08/09-24

Dr. Cardinale stated this is an unfortunate request due to the lack of State cash flow and explained this is necessary in order to meet payroll needs for the next few months. Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #08/09-24 to issue 2010 Tax and Revenue Anticipation Notes (TRANS) for the Fullerton School District.

2e. Adopt Resolution #08/09-25

Dr. Cardinale stated that this is presented for adoption annually to be able to levy the property tax on the Community Facilities District. Moved by Ellen Ballard, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #08/09-25 authorizing and providing for the levying of special taxes within Community

Facilities District 2000-1 (District 40, Van Daele).

2f. Adopt Resolution #08/09-26

Moved by Ellen Ballard, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #08/09-26 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

Item 2g was previously addressed.

2g. Hear presentation and accept report of 2008/2009 final Measure CC General Obligation Bond audit and financial and performance audits required by Proposition 39.

Item 2h was previously addressed.

2h. Approve the 2009 Extended Year Site-Based Programs

2i. Adopt Resolution #08/09-23

Mark Douglas briefly spoke about the eliminations/reductions and explained that unfortunately there will be more eliminations/reductions at future Board Meetings. Moved by Hilda Sugarman, seconded by Ellen Ballard and carried 5-0 to adopt Resolution #08/09-23 eliminating/reducing identified classified positions effective July 20, 2009.

2j. Approve authorization for the Orange County Department of Education (OCDE) to retain the services of Best, Best & Krieger and DMC Engineering to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance.

Dr. Cardinale discussed the controversy regarding how the Sanitation Department fees are calculated and the possible lawsuit. Moved by Minard Duncan, seconded by Beverly Berryman and carried 5-0 to approve the authorization for the Orange County Department of Education (OCDE) to retain the services of Best, Best & Krieger and DMC Engineering to represent the District in negotiations and possible litigation. The District hereby agrees to pay its proportionate share of the attorneys' fees and engineering fees based on the District's average daily attendance.

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

President Sugarman requested a budget workshop at a future Board Meeting.

Adjournment

President Sugarman adjourned the Regular meeting on June 2, 2009 at 7:42 p.m.

Clerk, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Friday, June 19, 2009, 3:00 p.m. Closed Session, 4:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 3:03 p.m., and Janet Morey and Kathy Ikola led the Pledge of Allegiance to the flag.

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

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 3:04 p.m., the Board recessed to closed session regarding:

•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

At 4:32 p.m., the Board returned to open session, and President Sugarman stated there was nothing to report from closed session.

Public Comments

Mr. Melvin Schlotthauer thanked the Board of Trustees for the opportunity to take District students to Washington, D.C. again this spring, and he stated the students were extremely well behaved, as always. Mr. Schlotthauer also thanked the principals for all their work in helping to make the trip a success. Trustee Berryman thanked Mr. Schlotthauer for what he does for the students and commented that some students would be unable to attend if it weren't for him. President Sugarman asked that Superintendent, Dr. Hovey, notify the principals about the students' good behavior.

Administrative Reports

1a. Budget Report Update

Dr. Hovey read aloud a story about violinist Yitzhak Perlman, written by Margaret Wheatley, entitled "Broken String – Obstacle or Opportunity" that he had received at a Superintendents' Leadership Training Seminar earlier in the day. Dr. Hovey then presented a Keynote report that included the Budget Timeline, Unrestricted Revenue Limit Changes, 2009/2010 Budget Proposals, Budget Impacts, Impacts of Lost Revenue, 2009/2010 Programs, and Use of Federal Stimulus Dollars. Dr. Cardinale stated that at the June 30 Board Meeting, the Board of Trustees will receive the 2009/2010 budget for approval, and he also discussed UCLA's Anderson School of Economics predictions regarding the State's revenue and unemployment rate.

1b. Sunshine Fullerton School District Proposal to negotiate with California School Employees Association, Chapter 130, 2009/2010 Successor Agreement

Mr. Douglas briefly spoke about this initial proposal, as well as consent item #1c, that will allow the collective bargaining process to begin.

- 1c. Sunshine Initial Contract Proposal from the Fullerton School District to negotiate with the Fullerton Elementary Teachers Association

Mr. Douglas previously addressed this item as noted under consent item #1b.

Action Items

- 2a. Adopt Resolution #08/09-27

Trustee Berryman questioned if there is a deadline regarding the negotiations, and Mr. Douglas stated there is not. Trustee Ballard questioned if the 3% compensation reduction is a minimum, and Mr. Douglas stated that it is a target minimum and is negotiable. It was then moved by Ellen Ballard, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #08/09-27 reserving the right to negotiate a reduction in salaries and/or work year for the 2009-2010 school year for all employees.

- 2b. Approve salary/work year reduction for Fullerton School District Management Team Members

FETA President Andy Montoya questioned the classified options as stated on the agenda item, and Mr. Douglas replied that classified laws require a different process than certificated. Dr. Hovey stated that FESMA members are willing to work with District staff regarding budget reductions, up to and including furlough days, and that this includes himself and the Board of Trustees. It was then moved by Minard Duncan, seconded by Ellen Ballard and carried 5-0 to approve a salary/work year reduction for Fullerton School District Management Team Members effective for the 2009/2010 school year. President Sugarman stated she appreciates the Management Team taking the first step.

Recess to Closed Session

At 5:57 p.m., President Sugarman stated the Board would recess to closed session regarding:

•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].

Report from Closed Session and Adjournment

At 6:25 p.m., President Sugarman announced there was nothing to report from closed session and adjourned the Special meeting on June 19, 2009 at 6:26 p.m.

Ellen Ballard, Clerk, Board of Trustees

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

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

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON June 30, 2009**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Randy Baviello	Substitute Teacher	Employ	100	05/28/09
Julia Halstrom	Substitute Teacher	Employ	100	05/22/09
Theresa Lauder	Substitute Teacher	Employ	100	05/19/09
Amber Stumpf	Substitute Teacher	Employ	100	06/03/09
Rachel Whittle	Substitute Teacher	Employ	100	05/29/09
Stephen Wilson	Substitute Teacher	Employ	100	05/15/09

EXTRA DUTY ASSIGNMENTS

Woodcrest Summer School – Special Education

**Approve hourly rate per FETA agreement for 21 days, June 18 – July 17, 2009
from budget #124 for the following certificated personnel:**

Brian Mangino

Visual and Performing Arts

**Approve hourly rate per FETA agreement for 14 days, June 15 – July 2, 2009
from budget #316 for the following certificated personnel:**

Laura McIntosh

Parks Junior High School Physical Education Summer Sports Camp

**Approve hourly rate per FETA agreement for 25 days, June 15 – July 22, 2009
from budget #102 for the following certificated personnel:**

NAME	ACTION	EFFECTIVE DATE
Geoff Hecht	Approve hourly rate 6 hours per day from #102	06/15/09-07/22/09
Tyler Morgan	Approve hourly rate 2 hours per day from #102	06/15/09-07/22/09
Matthew Stricker	Approve hourly rate 2 hours per day from #102	06/15/09-07/22/09

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

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Marcy Chant	Assistant Principal/Richman	Resign	06/30/09
Ana Elkins	Leave of Absence 2008/2009	Resign	06/12/09
Linda Lockwood	Resource/Fern	Retire	06/12/09
Camille Orosco-Aronson	1 st Grade/Richman	Retire	06/12/09
Michelle Sterling	Speech/Maple/Orangethorpe	Leave of Absence	2009/2010
Rosalie Stout	1 st Grade/Raymond	Leave of Absence	2009/2010
Lori Van Herk	Leave of Absence 2008/200	Resign	06/12/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on June 30, 2009.

Clerk/Secretary

CONSENT ITEM

DATE: June 30, 2009
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 School 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 this evening 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 extra curricular 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:sg
Attachment

FULLERTON SCHOOL DISTRICT

Gifts – June 30, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Mr. and Mrs. Marc Esterson (Parent)	Monetary donation of \$100.00 for the school
Acacia	Supervalu Inc. (Community Partner)	Monetary donation of \$295.46 for the school
Commonwealth	Commonwealth PTA (PTA)	Monetary donation of \$205.00 for the year-end t-shirts
Commonwealth	Law Offices of Moses S. Hall (Community Partner)	Monetary donation of \$1,000.00 for the 6 th grade science camp
District	The Rotary Club of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for Commonwealth; \$500.00 for Maple; \$2,500.00 for Parks Jr. High; \$1,500.00 for Orangethorpe, and \$500.00 for Richman
District	The Rotary Club of Fullerton (Community Partner)	Monetary donation of \$1,200.00 for the All the Arts for All the Kids program
District	Steve Hoevel, Lexmark International Inc. (Community Partner)	Donation of eight Lexmark toner cartridges for Ladera Vista, Sunset Lane, Valencia Park, and Woodcrest. Estimated value \$2,027.68
Fern Drive	Target Take Charge of Education (Community Partner)	Monetary donation of \$494.74 for the school
Fisler	Jamba Juice (Community Partner)	Monetary donation of \$121.66 for the school
Fisler	Cal State Fullerton Philanthropic Foundation (Community Partner)	Monetary donation of \$500.00 from the Education Awards
Fisler	Tevy and Casey Kysoth (Parent)	Monetary donation of \$300.00 for the technology program
Fisler	Fisler PTSA (PTA)	Monetary donation of \$3,000.00 for IXL Educational Site License for the K-6 math program

FULLERTON SCHOOL DISTRICT

Gifts – June 2, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Fisler	Dennis and Lisa Hom (Community Partner)	Monetary donation of \$100.00 for the technology program
Fisler	Parents of Fisler Students (Parent)	Monetary donation of \$2,000.00 for the technology program
Laguna Road	Lonnie and Sally Hartman (Parent)	Monetary donation of \$100.00 to the sixth grade musical
Laguna Road	Fullerton Dental Center (Community Partner)	Monetary donation of \$250.00 for science camp fundraiser
Laguna Road	Supervalu Inc. (Community Partner)	Monetary donation of \$123.86 for programs and instructional supplies
Orangethorpe	Bart R. Boulton, DDS (Community Partner)	Monetary donation of \$190.00 for school supplies
Orangethorpe	Orangethorpe PTA (PTA)	Monetary donation of \$100.00 for the drama club
Parks	Mr. and Mrs. Peter Lemcke (Parent)	Monetary donation of \$129.50 for the vocal program
Parks	Fullerton Education Foundation (Community Partner)	Monetary donation of \$4,983.43 for the reading program
Parks	Orange County Community Foundation (Community Partner)	Monetary donation of \$500.00 for the mentor program
Parks	Orange County Community Foundation (Community Partner)	Monetary donation of \$1,000.00 for the English language learners
Parks	Orange County Community Foundation (Community Partner)	Monetary donation of \$500.00 for the Social Cognition program
Parks	Supervalu Inc. (Community Partner)	Monetary donation of \$129.50 for the yearbook program
Woodcrest	Wells Fargo Community Support Campaign (Community Partner)	Monetary donation of \$180.00 from the employee contribution campaign

CONSENT ITEM

DATE: June 30, 2009

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 C22C0154 THROUGH C22C0161, C22D0929 THROUGH C22D0958, C22M0334 THROUGH C22M0348, C22R0946 THROUGH C22R0985, C22S0172 THROUGH C22S0181, C22T0047 THROUGH C22T0049, C22V0143 THROUGH C22V0155, C22X0618 THROUGH C22X0625 FOR THE 2008/2009 FISCAL YEAR

Background: Expenditures for the Fullerton School 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 cancelled or changed in some manner and appear in the other sections of this report titled Purchase Order Detail – Cancelled Purchase Orders, or Purchase Order Detail – Change Orders. The subject purchase orders have been prepared 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 used 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 C22C0154 through C22C0161, C22D0929 through C22D0958, C22M0334 through C22M0348, C22R0946 through C22R0985, C22S0172 through C22S0181, C22T0047 through C22T0049, C22V0143 through C22V0155, C22X0618 through C22X0625 for the 2008/2009 fiscal year.

GC:SS:sg
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 06/30/2009

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22C0154	AVID CENTER	2,680.00	2,680.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22C0155	CALIFORNIA ASSOCIATION FOR GIF	1,000.00	1,000.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22C0156	TURN THE PAGE PRESS INC	1,400.00	1,400.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22C0157	SCHOOL SERVICES OF CALIFORNIA	130.00	130.00	0130452211 5210	SBCP Instr Supervision Dist / Conferences and Meetings
C22C0158	PEARSON SCHOOL SYSTEMS	8,000.00	8,000.00	0134455241 5210	CSIS Best Practices Cohort IT / Conferences and Meetings
C22C0159	SCHOOL SERVICES OF CALIFORNIA	195.00	195.00	0153750799 5210	Business Administration DC / Conferences and Meetings
C22C0160	CALIFORNIA ASSOCIATION FOR GIF	500.00	500.00	0100000000 9330	Unrestricted / Prepaid Expenditures
C22C0161	SAN DIEGO COUNTY SUPERINTENDEN	930.00	930.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
C22D0929	AMAZON.COM	533.22	533.22	0111621109 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
C22D0930	LOGICAL CHOICE TECHNOLOGIES	10,637.74	10,637.74	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Instr
C22D0931	LOGICAL CHOICE TECHNOLOGIES	14,077.02	14,077.02	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0932	LOGICAL CHOICE TECHNOLOGIES	6,343.18	3,171.59	0107916109 4310	PTA Grant Instr Hermosa / Materials and Supplies Instr
			3,171.59	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies
C22D0933	BSN SPORTS	65.22	65.22	0131925101 4310	Phys Educ Block Grant Richman / Materials and Supplies
C22D0934	LOGICAL CHOICE TECHNOLOGIES	32,119.67	32,119.67	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
C22D0936	SCHOLASTIC INC	73.09	73.09	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0937	NASCO WEST INC	222.07	222.07	0131925101 4310	Phys Educ Block Grant Richman / Materials and Supplies
C22D0938	BARRETT ROBINSON INC	509.46	509.46	8152451741 5899	Property and Liability / Other Expenses
C22D0939	GREG LARSON SPORTS	177.16	177.16	0131925101 4310	Phys Educ Block Grant Richman / Materials and Supplies
C22D0940	SPORTIME SELECT SERVICE AND SU	91.03	91.03	0131925101 4310	Phys Educ Block Grant Richman / Materials and Supplies
C22D0941	SOPRIS WEST	5,449.00	5,449.00	0109719109 4310	Suppl Grant Support Maple / Materials and Supplies Instr
C22D0942	AIMS EDUCATION FOUNDATION	268.41	268.41	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0943	HIGHSMITH COMPANY INC	100.87	100.87	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22D0944	TREETOP PUBLISHING	95.16	95.16	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0945	SCANTRON	925.49	925.49	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0946	TROXELL COMMUNICATIONS	6,942.60	6,942.60	0122428101 4310	Title III Ltd Engl Val Park / Materials and Supplies Instr
C22D0947	TROXELL COMMUNICATIONS	5,588.99	5,588.99	0111912109 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
C22D0948	TROXELL COMMUNICATIONS	9,979.99	5,685.42	0122418101 4310	Title III Limited Engl Laguna / Materials and Supplies Instr
			4,294.57	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
C22D0949	TROXELL COMMUNICATIONS	7,810.43	7,810.43	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22D0950	TROXELL COMMUNICATIONS	1,301.74	1,064.57	0122423101 6410	Title III Limited Engl Parks / New Equip Less Than
			237.17	0131623101 6410	Arts and Music Instr Parks / New Equip Less Than \$10,000
C22D0951	TROXELL COMMUNICATIONS	2,169.56	2,169.56	0134513101 4310	English Lang Acq Prg Fern Dr / Materials and Supplies
C22D0952	TROXELL COMMUNICATIONS	5,206.95	5,206.95	0122413101 4310	Title III Limited Engl Fern / Materials and Supplies Instr
C22D0953	SOUTHWEST SCHOOL SUPPLY	832.66	702.78	0112354101 4310	Extended Year Severe / Materials and Supplies Instr
			129.88	0112454101 4310	Extended Year Non Severe / Materials and Supplies Instr
C22D0954	NEXTEL COMMUNICATIONS	43.49	43.49	0152657719 4350	Superintendent Discret / Materials and Supplies Office
C22D0955	WEST ED	33.16	33.16	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
C22D0956	APPLE COMPUTER INC.	630.75	630.75	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
C22D0957	AWARD EMBLEM MFG COMPANY INC	4,795.81	4,795.81	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
C22D0958	BARNES AND NOBLE INC	942.94	942.94	0111621109 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
C22M0334	INKJETSUPERSTORE.COM	63.46	63.46	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
C22M0335	TRI BEST CHALKBOARD	142.45	142.45	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0337	CARRIER SALES AND DISTRIBUTION	297.53	297.53	0153453819 4363	Vandalism / Materials and Supplies Repairs
C22M0338	CONSOLIDATED ELECTRICAL	212.33	212.33	0153453819 4363	Vandalism / Materials and Supplies Repairs
C22M0339	BERNARDS BROS CONSTRUCTION MAN	38,831.64	38,831.64	1453350859 5805	Deferred Maint Facilities / Consultants
C22M0340	EXCELSIOR ELEVATOR CORP	2,000.00	2,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0341	AMERICAN INDUSTRIAL SUPPLY INC	375.10	375.10	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0342	ADVTECH ENVIRONMENTAL INC	11,600.00	600.00	0154053829 5805	Hazardous Materials and Waste / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 06/30/2009

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22M0342	*** CONTINUED ***				
			11,000.00	8152451741 5805	Property and Liability / Consultants
C22M0343	COVENANT AIR SYSTEM	725.00	725.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0344	SPYTOWN SECURITY PRODUCTS	238.80	238.80	0153453819 4363	Vandalism / Materials and Supplies Repairs
C22M0345	PLUMBING AND INDUSTRIAL SUPPLY	137.05	137.05	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0346	FERGUSON ENTERPRISES INC	626.99	626.99	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0347	ORVAC ELECTRONICS	641.24	641.24	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0348	R AND G INSPECTIONS INC	990.00	990.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
C22R0946	SCIENCE ON THE GO	422.50	422.50	0111610109 4310	Donations Instr Acacia / Materials and Supplies Instr
C22R0947	CROWLEY, KELLEY	100.37	100.37	0110217189 4310	Arts Crafts Design Ladera / Materials and Supplies Instr
C22R0948	SMITH, KATHLEEN	437.25	437.25	0110217119 4310	LV Productions / Materials and Supplies Instr
C22R0949	IMAGINE LEARNING	4,078.13	4,078.13	0122419101 4310	Title III Limited Engl Maple / Materials and Supplies Instr
C22R0950	CALIFORNIA DEPARTMENT OF EDUCA	34,214.00	34,214.00	0122352101 5899	EETT Round 4 Instructional / Other Expenses
C22R0951	SCIENTIFIC LEARNING CORPORATIO	652.50	652.50	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
C22R0952	MERCADO, SUSAN	162.00	162.00	0130419101 4310	SBCP Instr Maple / Materials and Supplies Instr
C22R0953	STEELE, HOLLY	360.18	360.18	0111611129 4310	Math Science Olympiad Beechwd / Materials and Supplies
C22R0954	GOV CONNECTION	389.33	389.33	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
C22R0955	DESAI, SHITAL	24.11	24.11	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
C22R0956	DAILY JOURNAL CORPORATION	127.20	127.20	0153150759 5902	Warehouse DC / Communications Advertisement
C22R0957	MERCADO, SUSAN	56.26	56.26	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
C22R0958	MIND INSTITUTE	2,582.81	2,582.81	0100000000 9330	Unrestricted / Prepaid Expenditures
C22R0959	ENGLAND, KATHERINE	1,000.00	1,000.00	0109715109 5805	Suppl Grant Support Golden Hil / Consultants
C22R0960	HOME DEPOT, THE	159.26	159.26	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
C22R0961	BUBBLE MANIA AND COMPANY	445.00	445.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 06/30/2009

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0962	SUPPLY MASTER	324.51	324.51	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22R0963	EDUCATIONAL CONSULTING SERVICE	4,644.00	4,644.00	0109955279 5805	SSOAR Saturday School Admin / Consultants
C22R0964	DIAMOND TROPHY AND ENGRAVING	340.93	340.93	0152151749 5895	Personnel Serv Certificated DC / Service Awards
C22R0965	STATE WATER RESOURCES CONTROL	1,008.00	1,008.00	8152451741 5899	Property and Liability / Other Expenses
C22R0966	FULLERTON, CITY OF	28,471.50	28,471.50	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R0967	BOYS AND GIRLS CLUB OF FULLERT	22,356.00	22,356.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R0968	COSGROVE, MARILEE	272.00	136.00	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			136.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22R0969	FULLERTON, CITY OF	28,471.50	28,471.50	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants
C22R0970	VOONG, ZINNIA	65.00	65.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
C22R0971	ROSAS, LYDIA	70.69	70.69	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
C22R0972	PERERA, HIMASHIE	62.34	62.34	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
C22R0973	CHRISTMAN, ELAINE	152.00	152.00	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
C22R0974	ORANGE CNTY DEPARTMENT OF EDUC	33,173.78	33,173.78	0125257781 5800	Readiness Emergency Mgmt Admin / Other Contracted
C22R0975	BUENA PARK PLAQUE AND TROPHY	601.39	601.39	0153750799 4350	Business Administration DC / Materials and Supplies
C22R0976	SUPPLY MASTER	115.99	115.99	0153050799 4350	Business Administration DC / Materials and Supplies
C22R0977	WESTMINSTER SCHOOL DISTRICT	32,253.45	32,253.45	0141155109 4310	Staff Development Instr / Materials and Supplies Instr
C22R0978	GOV CONNECTION	109.84	109.84	0160690371 4350	Food Services / Materials and Supplies Office
C22R0979	PASCO SCIENTIFIC	7,835.08	7,835.08	0122552211 4310	EETT Formula Instruct Supervis / Materials and Supplies
C22R0980	MCLELLAN, JAMIE	88.75	88.75	0131911101 4310	Phys Educ Blk Grnt Beechwood / Materials and Supplies
C22R0981	POWER SUPPORT USA	837.94	837.94	0122552211 4310	EETT Formula Instruct Supervis / Materials and Supplies
C22R0982	PEPPER MUSIC, J W	58.62	58.62	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
C22R0983	DEPARTMENT OF SOCIAL SERVICES	200.00	200.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22R0984	LOMA VISTA NURSERY	757.86	585.84	0109728109 4310	Suppl Grant Support VP Primary / Materials and Supplies

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22R0984	*** CONTINUED ***				
			172.02	0110328109 4310	Reimburse Valencia Park Disc / Materials and Supplies
C22R0985	ANAHEIM UNION HIGH SCHOOL DIST	139.71	139.71	0130420101 5802	SBCP Instr Nicolas / Lecturers
C22S0172	RAYVERN LIGHTING SUPPLY CO INC	955.37	955.37	0100000000 9320	Unrestricted / Stores
C22S0173	M AND M PAPER COMPANY	29,521.28	29,521.28	0100000000 9320	Unrestricted / Stores
C22S0174	SOUTHWEST SCHOOL SUPPLY	1,427.90	1,427.90	0100000000 9320	Unrestricted / Stores
C22S0175	OFFICE DEPOT BUSINESS SERVICE	2,666.90	2,666.90	0100000000 9320	Unrestricted / Stores
C22S0176	SOUTHWEST SCHOOL SUPPLY	8,362.05	8,362.05	0100000000 9320	Unrestricted / Stores
C22S0177	OFFICE DEPOT BUSINESS SERVICE	781.31	781.31	0100000000 9320	Unrestricted / Stores
C22S0178	SCHOOL SPECIALTY	311.13	311.13	0100000000 9320	Unrestricted / Stores
C22S0179	PIONEER STATIONERS	4,171.06	4,171.06	0100000000 9320	Unrestricted / Stores
C22S0180	CORPORATE EXPRESS	140.34	140.34	0100000000 9320	Unrestricted / Stores
C22S0181	PIONEER CHEMICAL COMPANY	2,352.26	2,352.26	0100000000 9320	Unrestricted / Stores
C22T0047	PETRO-DIAMOND INC	17,713.60	1,417.09	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			7,793.98	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			8,502.53	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
C22T0048	LEE AND SON ALIGNMENT	165.92	49.92	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			116.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
C22T0049	PARKHOUSE TIRE INC	622.15	180.74	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			441.41	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
C22V0143	APPLE COMPUTER INC.	29,411.14	29,395.14	0130222101 6410	Econ Impact Aid Pacific Drive / New Equip Less Than
			16.00	0140955259 6410	Information Systems ServicesDC / New Equip Less Than
C22V0144	LOGICAL CHOICE TECHNOLOGIES	6,926.57	3,621.60	0111923109 4310	Phelps Grant Parks / Materials and Supplies Instr
			3,304.97	0111923109 6410	Phelps Grant Parks / New Equip Less Than \$10,000
C22V0145	LOGICAL CHOICE TECHNOLOGIES	35,211.30	27,159.12	0111929109 4310	Phelps Grant Woodcrest / Materials and Supplies Instr
			8,052.18	0111929109 6410	Phelps Grant Woodcrest / New Equip Less Than \$10,000

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22V0146	LOGICAL CHOICE TECHNOLOGIES	6,283.58	1,794.38	0111929109 4310	Phelps Grant Woodcrest / Materials and Supplies Instr
			4,489.20	0111929109 6410	Phelps Grant Woodcrest / New Equip Less Than \$10,000
C22V0147	LOGICAL CHOICE TECHNOLOGIES	10,472.63	2,990.63	0136422101 4310	Sch Block Grant Instr Pacific / Materials and Supplies Instr
			7,482.00	0136422101 6410	Sch Block Grant Instr Pacific / New Equip Less Than
C22V0148	LOGICAL CHOICE TECHNOLOGIES	29,309.05	15,888.76	0136422101 4310	Sch Block Grant Instr Pacific / Materials and Supplies Instr
			13,420.29	0136422101 6410	Sch Block Grant Instr Pacific / New Equip Less Than
C22V0149	LOGICAL CHOICE TECHNOLOGIES	59,175.55	39,659.60	0121019101 6410	High Priority Inst Maple / New Equip Less Than \$10,000
			19,515.95	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
C22V0150	TROXELL COMMUNICATIONS	5,750.70	177.11	0111611109 6410	Donations Instr Beechwood / New Equip Less Than
			3,037.39	0136411101 4310	Sch Block Grant Instr Beechwd / Materials and Supplies
			2,536.20	0136411101 6410	Sch Block Grant Instr Beechwd / New Equip Less Than
C22V0151	CDW.G	1,067.87	1,067.87	0111912109 6410	Phelps Grant Commonwealth / New Equip Less Than
C22V0152	USA SHADE AND FABRIC STRUCTURE	64,371.00	62,371.00	0111623859 6200	Made in the Shade Fac Parks / Buildings and Improve of
			2,000.00	0136723859 6200	API Facilities Parks / Buildings and Improve of Build
C22V0153	APPLE COMPUTER INC.	27,056.09	1,356.23	0122352101 4310	EETT Round 4 Instructional / Materials and Supplies Instr
			16,038.52	0122352101 6410	EETT Round 4 Instructional / New Equip Less Than
			9,661.34	0122552211 4310	EETT Formula Instruct Supervis / Materials and Supplies
C22V0154	APPLE COMPUTER INC.	59,631.79	43,677.48	0122352101 4310	EETT Round 4 Instructional / Materials and Supplies Instr
			15,954.31	0122352101 6410	EETT Round 4 Instructional / New Equip Less Than
C22V0155	B AND H PHOTO VIDEO INC	2,762.20	2,762.20	0136152101 6410	IM Library Ed Tech Centr Instr / New Equip Less Than
C22X0618	FULLERTON JOINT UHSD	580.00	580.00	0140320279 5630	School Administration Discret / Rents and Leases
C22X0619	COSTCO WHOLESALE	1,000.00	1,000.00	0111619109 4310	Donations Instr Maple / Materials and Supplies Instr
C22X0620	ORANGE COUNTY THERAPY SERVICES	424.00	424.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0621	GALLAGHER PEDIATRIC THERAPY	464.80	464.80	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0622	OPTOMETRIC CENTER OF FULLERTON	800.00	800.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0623	GALLAGHER PEDIATRIC THERAPY	913.00	913.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0624	GALLAGHER PEDIATRIC THERAPY	1,535.50	1,535.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0625	GALLAGHER PEDIATRIC THERAPY	41.50	41.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
	Fund 01 Total:	755,745.64			
	Fund 12 Total:	1,600.03			
	Fund 14 Total:	38,831.64			
	Fund 21 Total:	990.00			
	Fund 81 Total:	12,517.46			
	Total Amount of Purchase Orders:	809,684.77			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 06/30/2009

Purchase order number **C22D0935** did not appear on the Detail Report. It was never processed or canceled.

Bette Crider, Buyer/Coordinator
Purchasing Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0868	ORIENTAL TRADING COMPANY	54.61	+4.79	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
C22R0585	ACTION LEARNING SYSTEMS INC	15,603.16	+4,395.00	0150855109 4310	Distr Testing (Non Mandate) DC / Materials and Supplies
C22R0834	EL POLLO LOCO	3,100.00	+300.00	1231019101 4347	Preschool Instruction / Preschool Food
C22V0105	BISHOP COMPANY	1,058.13	-91.78	0109722109 6410	Suppl Grant Support Pacific Dr / New Equip Less Than
C22V0141	SCHOOL HEALTH CORPORATION	4,162.27	+174.00	0139452341 6410	OC School Nurse Exp Health / New Equip Less Than
C22X0002	NIGRO NIGRO AND WHITE PC	16,200.00	+2,200.00	4067750851 5835	CC Facilities / Audit
C22X0016	GANNON, DR JERRY	17,800.00	+4,050.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0017	MARTINEZ CRUZ, DR ARMANDO	17,800.00	+4,050.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0018	LEWIS, KATHY	34,300.00	+4,050.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0045	KELLY PAPER STORES	5,200.00	+200.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22X0046	UNISOURCE	20,850.00	+850.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22X0066	STATE OF CALIFORNIA	7,411.00	+1,731.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
C22X0067	APPLE COMPUTER INC.	25,000.00	-5,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
C22X0069	BLUE RAVEN TECHNOLOGY INC	86,888.00	+5,888.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies
			+5,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
C22X0083	ST JUDE HERITAGE HEALTH FOUNDA	2,200.00	+1,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
C22X0087	DIAMOND TROPHY AND ENGRAVING	1,425.00	+225.00	0152258749 5895	Personnel Commission Discret / Service Awards
C22X0091	STAPLES 025724519	1,512.00	+212.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22X0123	CANON USA INC	6,100.00	+1,600.00	0130218101 5630	Econ Impact Aid Laguna Road / Rents and Leases
C22X0169	BONSANGUE, DR MARTIN	41,050.00	+10,800.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0226	SPRINT PCS	1,400.00	+200.00	6852458741 5900	Workers Comp Admin / Communications
C22X0291	ENGLAND, KATHERINE	4,500.00	+1,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0300	PRUITT, LINDA	11,750.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0309	PLATERO, DAWN L	2,620.00	+1,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0371	IMAGESTUFF.COM	1,770.00	+120.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies Instr
C22X0382	ROSSIER PARK ELEMENTARY SCHOOL	42,180.00	+280.00	0115554101 5867	Non Public Schools / LCI Non Public School
C22X0489	EDUCATIONAL TESTING SERVICE	9,061.20	+2,361.20	0150655359 5810	STAR Testing Prog (Mandate) DC / Data Processing
C22X0560	SPEECH PATHOLOGY ASSOCIATES	4,714.00	+360.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0570	GALLAGHER PEDIATRIC THERAPY	3,486.00	+2,822.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22Y0002	PACIFIC SUPPLY COMPANY	7,200.00	+100.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+100.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
C22Y0005	GARY'S RADIATOR SERVICE	2,200.00	+200.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
C22Y0028	TRANSPORTATION CHARTER	25,985.00	+8,485.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
C22Y0029	FULLERTON JOINT UHSD	10,600.00	+3,100.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
C22Y0030	SILVER STATE COACH INC	7,575.00	+1,575.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Agency
	Fund 01 Total:		63,741.21		
	Fund 12 Total:		300.00		
	Fund 40 Total:		2,200.00		
	Fund 68 Total:		200.00		
	Total Amount of Change Orders:		66,441.21		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS
BOARD OF TRUSTEES **06/30/2009**

FROM 05/12/2009 TO 06/08/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0753	SUPPLY MASTER	48.63	48.63	0111621109 4310	Donations Instr Orangethorpe / Materials and Supplies
C22M0336	INLAND INSPECTIONS	1.00	1.00	2567050851 4310	Facilities / Materials and Supplies Instr
C22R0271	EDUCATIONAL TESTING SERVICE	52.00	52.00	0130410101 4310	SBCP Instr Acacia / Materials and Supplies Instr
C22R0624	EDUCATIONAL TESTING SERVICE	2,361.20	2,361.20	0150655359 5810	STAR Testing Prog (Mandate) DC / Data Processing
C22R0754	SOUTHERN CALIFORNIA RISK MANAG	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
C22R0789	MOHR, BARBARA	75.00	75.00	0109715109 5210	Suppl Grant Support Golden Hil / Conferences and
C22R0945	NIGRO NIGRO AND WHITE PC	2,200.00	2,200.00	0139252271 5835	Prop 10 OC Families Sch Admin / Audit
C22X0072	MICRO CENTER	500.00	250.00 250.00	0140055249 4363 0140955259 4363	Multi Media Technology DC / Materials and Supplies Information Systems ServicesDC / Materials and Supplies
C22X0076	MCFADDEN DALE HARDWARE	200.00	100.00 100.00	0140055249 4363 0140955259 4363	Multi Media Technology DC / Materials and Supplies Information Systems ServicesDC / Materials and Supplies
C22X0079	GRAYBAR ELECTRIC COMPANY	1,000.00	500.00 500.00	0140055249 4363 0140955259 4363	Multi Media Technology DC / Materials and Supplies Information Systems ServicesDC / Materials and Supplies
Fund 01 Total:		6,436.83			
Fund 25 Total:		1.00			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

06/30/2009

FROM 05/12/2009 TO 06/08/2009

<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 68 Total:	9,187.50			
	Total Amount of Purchase Orders:	15,625.33			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/30/2009

FROM 05/12/2009 TO 06/08/2009

<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>
----------------------------	---------------	---------------------------	---------------------------------	---------------------------------	------------------------------------

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/30/2009

FROM 05/12/2009 TO 06/08/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE ACCOUNT</u> <u>AMOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
----------------------------	---------------	---------------------------	--	------------------------------------

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

06/30/2009

FROM 05/12/2009 TO 06/08/2009

<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>
----------------------------	---------------	---------------------------	---------------------------------	---------------------------------	------------------------------------

NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/30/2009

FROM 05/12/2009 TO 06/08/2009

<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>
----------------------------	---------------	---------------------------	---------------------------------	---------------------------------	------------------------------------

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/30/2009

FROM 05/12/2009 TO 06/08/2009

<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>
----------------------------	---------------	---------------------------	--------------------------------	---------------------------------	------------------------------------

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

06/30/2009

FROM 05/12/2009 TO 06/08/2009

<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>
----------------------------	---------------	---------------------------	---------------------------------	---------------------------------	------------------------------------

NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 111214 THROUGH 111292 AND OUT-OF-DATE SEQUENCE PURCHASE ORDER NUMBER GS-110010 FOR THE 2008/2009 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated May 12, 2009, through June 8, 2009, contains purchase orders numbered 111214 through 111292 and out-of-date sequence purchase order number GS-110010 totaling \$266,020.66.

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 111214 through 111292 and out-of-date sequence purchase order number GS-110010 for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
05-12-09 through 06-08-09

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
5/1/2009	Gold Star Foods	GS-110010	Commodity	663.48
Processed Food & Commodity P.O.'s				
NONE				
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				663.48
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Summary Report				265,357.18
TOTAL PURCHASE ORDERS				\$ 266,020.66

Fullerton School District

Date 06/09/2009

Food Services

Page 1

Time 09:20

PURCHASE ORDER SUMMARY

(05/12/2009 - 06/08/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	111224	05/14/2009	0.00	100.14	0.00	0.00	100.14
	111230	05/15/2009	0.00	25.24	0.00	0.00	25.24
			0.00	125.38	0.00	0.00	125.38
ASR Food Distributors, Inc.	111214	05/12/2009	0.00	2,248.28	0.00	0.00	2,248.28
	111215	05/12/2009	0.00	2,299.08	0.00	2,850.00	5,149.08
	111232	05/15/2009	0.00	0.00	0.00	1,874.50	1,874.50
			0.00	4,547.36	0.00	4,724.50	9,271.86
Balian Ice Cream Co.	111255	05/27/2009	0.00	1,573.20	0.00	0.00	1,573.20
			0.00	1,573.20	0.00	0.00	1,573.20
Caster Technology Corp.	111256	05/28/2009	0.00	0.00	0.00	243.78	243.78
	111259	05/29/2009	0.00	0.00	0.00	665.91	665.91
			0.00	0.00	0.00	909.69	909.69
Crown Lift Trucks	111226	05/14/2009	0.00	0.00	0.00	0.00	0.00
	111227	05/14/2009	0.00	0.00	0.00	1,171.24	1,171.24
			0.00	0.00	0.00	1,171.24	1,171.24
Cummins-Allison Corp.	111287	06/03/2009	0.00	0.00	0.00	541.51	541.51
			0.00	0.00	0.00	541.51	541.51
Driftwood Dairy	111262	06/01/2009	0.00	0.00	0.00	403.70	403.70
	111263	06/01/2009	0.00	0.00	0.00	621.82	621.82
	111264	06/01/2009	0.00	0.00	0.00	1,037.06	1,037.06
	111265	06/01/2009	0.00	0.00	0.00	531.20	531.20
	111266	06/01/2009	0.00	0.00	0.00	531.20	531.20
	111267	06/01/2009	0.00	0.00	0.00	504.06	504.06
	111268	06/01/2009	0.00	0.00	0.00	1,195.40	1,195.40
	111269	06/01/2009	0.00	0.00	0.00	525.26	525.26
	111270	06/01/2009	0.00	0.00	0.00	1,318.56	1,318.56
	111271	06/01/2009	0.00	0.00	0.00	2,355.08	2,355.08
	111272	06/01/2009	0.00	0.00	0.00	1,913.96	1,913.96
	111273	06/01/2009	0.00	0.00	0.00	1,849.76	1,849.76
	111274	06/01/2009	0.00	0.00	0.00	1,028.64	1,028.64
	111275	06/01/2009	0.00	0.00	0.00	1,106.32	1,106.32
	111276	06/01/2009	0.00	0.00	0.00	2,814.39	2,814.39
	111277	06/01/2009	0.00	0.00	0.00	637.50	637.50
111278	06/01/2009	0.00	0.00	0.00	807.40	807.40	

* Totals Are Rounded

Fullerton School District

Date 06/09/2009

Food Services

Page 2

Time 09:20

PURCHASE ORDER SUMMARY

(05/12/2009 - 06/08/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Driftwood Dairy	111279	06/01/2009		0.00	0.00	2,592.96	2,592.96
	111280	06/01/2009		0.00	0.00	1,738.74	1,738.74
	111281	06/01/2009		0.00	0.00	1,128.90	1,128.90
	111282	06/01/2009		0.00	299.75	948.66	1,248.41
				0.00	299.75	25,590.59	25,890.34
Fullerton School District	111291	05/31/2009		0.00	0.00	180,415.38	180,415.38
	111292	05/31/2009		0.00	0.00	4,295.94	4,295.94
				0.00	0.00	184,711.32	184,711.32
Gold Star Foods	111216	05/12/2009		0.00	5,849.77	0.00	5,849.77
	111217	05/12/2009		0.00	1,358.47	0.00	1,358.47
	111218	05/12/2009		0.00	234.27	0.00	234.27
	111219	05/12/2009		0.00	59.85	0.00	59.85
	111240	05/20/2009		0.00	398.24	0.00	398.24
	111242	05/21/2009		0.00	0.00	0.00	0.00
	111243	05/21/2009		0.00	0.00	0.00	0.00
	111244	05/21/2009		0.00	0.00	0.00	0.00
	111284	06/03/2009		0.00	288.60	0.00	288.60
				0.00	8,189.20	0.00	8,189.20
Image One Technology Solutions	111246	05/21/2009		0.00	0.00	1,587.75	1,587.75
				0.00	0.00	1,587.75	1,587.75
Joseph Webb Foods, Inc.	111220	05/12/2009		0.00	0.00	0.00	0.00
	111222	05/12/2009		0.00	130.96	0.00	130.96
	111231	05/15/2009		0.00	412.72	0.00	412.72
	111238	05/20/2009		0.00	15.62	0.00	15.62
	111248	05/21/2009		0.00	1,443.60	0.00	1,443.60
	111254	05/27/2009		0.00	257.22	0.00	257.22
	111258	05/28/2009		0.00	129.81	0.00	129.81
	111261	05/29/2009		0.00	128.61	0.00	128.61
				0.00	2,518.54	0.00	2,518.54
P & R	111229	05/15/2009		0.00	0.00	515.18	515.18
	111237	05/20/2009		0.00	0.00	88.38	88.38
	111239	05/20/2009		0.00	0.00	52.91	52.91
	111257	05/28/2009		0.00	0.00	44.84	44.84
				0.00	0.00	701.31	701.31

* Totals Are Rounded

Fullerton School District

Date 06/09/2009

Food Services

Page 3

Time 09:20

PURCHASE ORDER SUMMARY
(05/12/2009 - 06/08/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Ramco Refrigeration	111235	05/20/2009	0.00	0.00	0.00	1,501.63	1,501.63
			0.00	0.00	0.00	1,501.63	1,501.63
Schoolhouse Software, Inc.	111286	06/03/2009	0.00	0.00	0.00	17,352.59	17,352.59
			0.00	0.00	0.00	17,352.59	17,352.59
Supply Master	111241	05/21/2009	0.00	0.00	0.00	208.80	208.80
			0.00	0.00	0.00	208.80	208.80
Swift Produce	111221	05/12/2009	0.00	0.00	0.00	540.05	540.05
	111223	05/13/2009	0.00	535.05	0.00	305.00	840.05
	111225	05/14/2009	0.00	0.00	0.00	339.41	339.41
	111228	05/15/2009	0.00	0.00	0.00	261.50	261.50
	111233	05/18/2009	0.00	0.00	0.00	381.72	381.72
	111234	05/19/2009	0.00	424.35	0.00	784.15	1,208.50
	111236	05/20/2009	0.00	0.00	0.00	409.94	409.94
	111247	05/21/2009	0.00	0.00	0.00	239.56	239.56
	111249	05/22/2009	0.00	0.00	0.00	180.45	180.45
	111250	05/26/2009	0.00	0.00	0.00	434.99	434.99
	111251	05/26/2009	0.00	0.00	0.00	245.75	245.75
	111252	05/26/2009	0.00	55.35	0.00	247.66	303.01
	111253	05/26/2009	0.00	0.00	0.00	262.45	262.45
	111260	05/29/2009	0.00	405.90	0.00	847.12	1,253.02
	111283	06/02/2009	0.00	0.00	0.00	368.19	368.19
	111285	06/03/2009	0.00	0.00	0.00	271.08	271.08
	111288	06/04/2009	0.00	0.00	0.00	519.16	519.16
	111289	06/05/2009	0.00	0.00	0.00	300.08	300.08
	111290	06/08/2009	0.00	36.90	0.00	350.45	387.35
			0.00	1,457.55	0.00	7,288.70	8,746.25
Sysco Food Service	111245	05/21/2009	0.00	0.00	0.00	356.57	356.57
			0.00	0.00	0.00	356.57	356.57
			0.00	18,710.98	701.31	245,944.89	265,357.18

* Totals Are Rounded

Date 06/09/2009
Time 09:14

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(05/12/2009 - 06/08/2009)

Page 1

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111214	05/12/2009	ASR Food Distributors, Inc. June Lunch Menu	2,248	0	99
111215	05/12/2009	ASR Food Distributors, Inc. June Lunch Menu	5,149	0	99
111216	05/12/2009	Gold Star Foods June Lunch Menu	5,850	440	99
111217	05/12/2009	Gold Star Foods June Lunch Menu	1,358	0	99
111218	05/12/2009	Gold Star Foods June Lunch Menu	234	0	90
111219	05/12/2009	Gold Star Foods June Lunch Menu	60	0	90
111220	05/12/2009	Joseph Webb Foods, Inc. ***C A N C E L L E D***	0	0	99
111221	05/12/2009	Swift Produce Produce rec'd 5/12/09.	540	0	90
111222	05/12/2009	Joseph Webb Foods, Inc.	131	0	90
111223	05/13/2009	Swift Produce Produce rec'd 5/13/09.	840	535	90
111224	05/14/2009	A & R Distributors	100	0	99
111225	05/14/2009	Swift Produce Produce rec'd 5/14/09.	339	0	90
111226	05/14/2009	Crown Lift Trucks ***C A N C E L L E D***	0	0	90
111227	05/14/2009	Crown Lift Trucks Recommended Repairs Needed for 20R30TT	1,171	0	90
111228	05/15/2009	Swift Produce Produce rec'd 5/15/09.	298	0	90
111229	05/15/2009	P & R	515	174	99
111230	05/15/2009	A & R Distributors	25	0	99
111231	05/15/2009	Joseph Webb Foods, Inc.	413	0	99
111232	05/15/2009	ASR Food Distributors, Inc. Produce rec'd 5/15/09.	1,875	0	90
111233	05/18/2009	Swift Produce Produce rec'd 5/18/09.	382	0	90
111234	05/19/2009	Swift Produce Produce rec'd 5/19/09.	1,209	765	90
111235	05/20/2009	Ramco Refrigeration	1,453	0	90
111236	05/20/2009	Swift Produce Produce rec'd 5/20/09.	410	0	90

Fullerton School District

Date 06/09/2009
Time 09:14

Food Services

Page 2

P U R C H A S E O R D E R R E P O R T

PO Type: All

Purchase Date

(05/12/2009 - 06/08/2009)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111237	05/20/2009	P & R	88	0	99
111238	05/20/2009	Joseph Webb Foods, Inc.	16	0	99
111239	05/20/2009	P & R Spoons for Child Care	53	0	90
111240	05/20/2009	Gold Star Foods June Menu/Back Up	398	0	90
111241	05/21/2009	Supply Master	209	0	90
111242	05/21/2009	Gold Star Foods ***C A N C E L L E D***	0	0	90
111243	05/21/2009	Gold Star Foods ***C A N C E L L E D***	0	0	90
111244	05/21/2009	Gold Star Foods ***C A N C E L L E D***	0	0	90
111245	05/21/2009	Sysco Food Service	357	0	90
111246	05/21/2009	Image One Technology Solutions Applications	1,588	0	90
111247	05/21/2009	Swift Produce Produce rec'd 5/21/09.	240	0	90
111248	05/21/2009	Joseph Webb Foods, Inc.	1,444	0	99
111249	05/22/2009	Swift Produce Produce rec'd 5/22/09.	180	0	90
111250	05/26/2009	Swift Produce Produce rec'd 5/26/09.	435	0	90
111251	05/26/2009	Swift Produce Produce rec'd 5/27/09.	246	0	90
111252	05/26/2009	Swift Produce Produce rec'd 5/28/09.	303	0	90
111253	05/26/2009	Swift Produce Produce rec'd 5/29/09.	262	0	90
111254	05/27/2009	Joseph Webb Foods, Inc.	257	0	99
111255	05/27/2009	Balian Ice Cream Co.	1,573	0	90
111256	05/28/2009	Caster Technology Corp.	244	0	90
111257	05/28/2009	P & R	45	0	99
111258	05/28/2009	Joseph Webb Foods, Inc.	130	0	90
111259	05/29/2009	Caster Technology Corp.	614	0	90

Fullerton School District

Date 06/09/2009

Food Services

Page 3

Time 09:14

PURCHASE ORDER REPORT

PO Type: All

Purchase Date

(05/12/2009 - 06/08/2009)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111260	05/29/2009	Swift Produce	1,253	792	90
		Produce rec'd 6/1/09			
111261	05/29/2009	Joseph Webb Foods, Inc.	129	0	99
111262	06/01/2009	Driftwood Dairy	404	0	10
		Dairy purchases for June, 2009			
111263	06/01/2009	Driftwood Dairy	622	0	11
		Dairy purchases for June, 2009			
111264	06/01/2009	Driftwood Dairy	1,037	0	12
		Dairy purchases for June, 2009			
111265	06/01/2009	Driftwood Dairy	531	0	13
		Dairy purchases for June, 2009			
111266	06/01/2009	Driftwood Dairy	552	0	15
		Dairy purchases for June, 2009			
111267	06/01/2009	Driftwood Dairy	504	0	16
		Dairy purchases for June, 2009			
111268	06/01/2009	Driftwood Dairy	1,195	0	17
		Dairy purchases for June, 2009			
111269	06/01/2009	Driftwood Dairy	525	0	18
		Dairy purchases for June, 2009			
111270	06/01/2009	Driftwood Dairy	1,319	0	19
		Dairy purchases for June, 2009			
111271	06/01/2009	Driftwood Dairy	2,355	0	20
		Dairy purchases for June, 2009			
111272	06/01/2009	Driftwood Dairy	1,914	0	21
		Dairy purchases for June, 2009			
111273	06/01/2009	Driftwood Dairy	1,850	0	22
		Dairy purchases for June, 2009			
111274	06/01/2009	Driftwood Dairy	1,029	0	23
		Dairy purchases for June, 2009			
111275	06/01/2009	Driftwood Dairy	1,106	0	24
		Dairy purchases for June, 2009			
111276	06/01/2009	Driftwood Dairy	2,814	0	25
		Dairy purchases for June, 2009			
111277	06/01/2009	Driftwood Dairy	638	0	26
		Dairy purchases for June, 2009			
111278	06/01/2009	Driftwood Dairy	807	0	27
		Dairy purchases for June, 2009			
111279	06/01/2009	Driftwood Dairy	2,593	0	28
		Dairy purchases for June, 2009			
111280	06/01/2009	Driftwood Dairy	1,739	0	29
		Dairy purchases for June, 2009			
111281	06/01/2009	Driftwood Dairy	1,129	0	30
		Dairy purchases for June, 2009			
111282	06/01/2009	Driftwood Dairy	1,248	0	90
		Dairy purchases for June, 2009			

Date 06/09/2009
Time 09:14

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
(05/12/2009 - 06/08/2009)

Page 4

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
111283	06/02/2009	Swift Produce Produce rec'd 6/2/09	368	0	90
111284	06/03/2009	Gold Star Foods	289	0	99
111285	06/03/2009	Swift Produce Produce rec'd 6/3/09	271	0	90
111286	06/03/2009	Schoolhouse Software, Inc. Annual Computer Support SY 2009-2010	17,353	0	90
111287	06/03/2009	Cummins-Allison Corp. Annual Contract for JetSort & Jet Count Maintenanc	542	215	90
111288	06/04/2009	Swift Produce Produce rec'd 6/4/09	519	0	90
111289	06/05/2009	Swift Produce Produce rec'd 6/5/09	300	0	90
111290	06/08/2009	Swift Produce Produce rec'd 6/8/09	387	367	90
111291	05/31/2009	Fullerton School District 10B & 11A Payroll and District Expenses	180,415	0	90
111292	05/31/2009	Fullerton School District 10B PERS REDUCTION	4,296	0	90

CONSENT ITEM

DATE: June 30, 2009
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 69686 THROUGH 70177 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$2,468,574.19

Background: Board approval is requested for warrants numbered 69686 through 70177 for the 2008/2009 school year. The total amount presented for approval is \$2,468,574.19.

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

Fund	Amount
01 General Fund	\$2,357,374.37
12 Child Development	13,564.02
14 Deferred Maintenance	38,840.25
21 Building Fund	632.50
23 G.O. Bond 2002B	0.00
25 Capital Facilities	733.34
40 Special Reserve	2,200.00
68 Workers' Compensation	53,374.71
81 Property/Liability Insurance	1,855.00
Total	\$2,468,574.19

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 69686 through 70177 for the 2008/2009 school year. The total amount presented for approval is \$2,468,574.19.

GC:SS:sg

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7013 THROUGH 7064 FOR THE 2008/2009 SCHOOL YEAR TOTALING \$138,245.09**

Background: Board approval is requested for Nutrition Services warrants numbered 7013 through 7064 for the 2008/2009 school year. The total amount presented for approval is \$138,245.09.

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 7013 through 7064 for the 2008/2009 school year totaling \$138,245.09.

GC:LS:dlh

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services

SUBJECT: **APPROVE AMENDMENTS TO THE 2009/2010 AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE PALI INSTITUTE FOR OUTDOOR SCIENCE SCHOOL**

Background: The Board of Trustees previously approved the 2009/2010 Pali Institute Outdoor Science School Agreement on March 24, 2009. Since that time, Risk Management has obtained approval from ASCIP for the Low Ropes course in the Pali Institute curriculum program. Additionally, the Fullerton School District Outdoor Science Agreement has been revised by Orange County Department of Education Legal Services and ASCIP to include changes in the Fullerton School District Responsibilities and Insurance sections of the Agreement.

All documents related to the Agreement and overnight field trip request from Robert C. Fisler School for May 2010 are on file in Educational Services. Once the amended Agreement is approved, other schools may be added for participation at this camp.

Rationale: The Pali Institute Outdoor Education and Science Program is a unique and hands-on education program. The mission of the Pali Institute is to introduce experiential education to young people by providing progressive learning experiences that extend far beyond classroom walls. The curriculum programs are aligned with California science and social science standards and allow students to interact with these concepts in a real world setting.

Funding: There is no cost to the District. Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Amendments to the 2009/2010 Agreement between Fullerton School District and the Pali Institute for Outdoor Science School.

JM:JS:nm
Attachment

AGREEMENT FOR OUTDOOR SCIENCE SCHOOL
Amendment

This AGREEMENT is entered into this **30th** day of **June**, 2009, by and between the Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, hereinafter referred to as “FSD”, and **Pali Institute**, hereinafter referred to as “OUTDOOR SCIENCE SCHOOL”.

1.0 Program. OUTDOOR SCIENCE SCHOOL shall provide a program in Outdoor Science and Environmental Education, which includes but is not limited to instructional services and activities, hereinafter referred to as “PROGRAM”, for students of FSD. OUTDOOR SCIENCE SCHOOL shall make available to FSD a site, hereinafter referred to as “SITE”, to be determined based upon the number of FSD students participating in the PROGRAM. The description of the PROGRAM and the SITE is attached hereto as Exhibit A and incorporated herein by reference.

2.0 Term. This AGREEMENT shall be in full force and effect for the period commencing **July 1, 2009** and ending **June 30, 2010**.

3.0 OUTDOOR SCIENCE SCHOOL Responsibilities.

- 3.1 The authority and responsibility with respect to the PROGRAM shall rest with OUTDOOR SCIENCE SCHOOL, acting through its authorized representative, the Outdoor Science School Administrator or his/her designee.
- 3.2 OUTDOOR SCIENCE SCHOOL shall provide the PROGRAM, the SITE, all related facilities, lodging, food services, and maintenance services for FSD students and employees.
- 3.3 OUTDOOR SCIENCE SCHOOL shall furnish to FSD all OUTDOOR SCIENCE SCHOOL written policies, procedures, rules, regulations and forms required for participation in the PROGRAM, which are attached hereto as Exhibit C and incorporated herein by reference.
- 3.4 OUTDOOR SCIENCE SCHOOL shall furnish sufficient number of qualified staff to conduct the PROGRAM and maintain the SITE and all related facilities.
- 3.5 OUTDOOR SCIENCE SCHOOL shall furnish first aid services to care for minor injuries or illnesses.

- 3.6 OUTDOOR SCIENCE SCHOOL shall provide a Camper's Sickness and Accident Insurance Program covering FSD's students and employees while they are participating in the PROGRAM.
- 4.0 FSD Responsibilities.
- 4.1 FSD shall abide by the OUTDOOR SCIENCE SCHOOL written policies, procedures, rules and regulations required for participation in the PROGRAM.
- 4.2 FSD shall ensure each student attending the PROGRAM furnishes his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the student.
- 4.3 FSD shall provide one FSD certificated employee to accompany every 25-35 students. (This provision may require adjustment for special education students at the discretion of FSD.)
- 4.4 FSD shall ensure that a FSD certificated employee rides with and supervises his/her students on the school bus to and from the SITE.
- 4.5 FSD shall ensure that the FSD certificated employee remains with his/her students at the SITE throughout the entire period of the PROGRAM, unless other arrangements have been made with the Outdoor Science School Administrator or his/her designee.
- 4.6 FSD shall require that the FSD certificated employee take an active role in teaching and supervising his/her students.
- 4.7 FSD shall require that the FSD certificated employee provide his/her own bedroll or sleeping bag, towels, clothing and personal needs required by the employee.
- 5.0 Fees.
- 5.1 FSD agrees to pay a fee to the OUTDOOR SCIENCE SCHOOL for each FSD student participating in the PROGRAM.
- 5.2 Student fees shall cover all PROGRAM instructional services and materials, usage of all facilities at the SITE, maintenance services, food services, and Camper's Sickness and Accident Insurance.
- 5.3 FSD shall be billed and agrees to pay on the basis of the number of students that actually participate in the PROGRAM. The Fee Schedule is

attached hereto as Exhibit B and incorporated herein by reference. The Fee Schedule represents the maximum per student charge per week. In no instance shall the student fee exceed the fee schedule referenced in Exhibit B. A “week” is defined as a period beginning with lunch following the student's arrival at the SITE on the first (1st) day of the PROGRAM week and extending through the last day of the same PROGRAM week, with departure from the SITE on or before 12:00 p.m. A “day of attendance” is defined as a student being present during any portion of the day, 12:01 a.m. through 12:00 midnight.

- 5.4 Fees shall not be charged for the FSD certificated employee accompanying his/her students. If, in addition to the FSD certificated employee, the FSD sends additional employees or staff, the OUTDOOR SCIENCE SCHOOL's prevailing per person rates shall apply for each additional individual. Visiting FSD personnel, parents, or friends will be charged the OUTDOOR SCIENCE SCHOOL's prevailing per person rates for all meals and snacks eaten and for any overnight accommodations, if available.
- 5.5 Pro-rated fees shall be charged for any student arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by both FSD and the Outdoor Science School Administrator or his/her designee. The pro-rated fee for such student shall be mutually agreed to by FSD and the OUTDOOR SCIENCE SCHOOL. FSD students departing from and returning to the SITE for any other reason during a week will be charged the full student fee for that week.
- 5.6 In the event of any condition that would prohibit the safe departure of FSD students and employees by 12:00 p.m. on the last day of the PROGRAM week, OUTDOOR SCIENCE SCHOOL shall not charge FSD any fees or any additional costs or expenses. However, in the event FSD students and employees require food services, FSD agrees to pay the OUTDOOR SCIENCE SCHOOL all costs related to such food services requested by FSD.
- 5.7 FSD's payment of all fees, according to the provisions of this AGREEMENT, shall be made to OUTDOOR SCIENCE SCHOOL within thirty (30) days of postmark on invoice from OUTDOOR SCIENCE SCHOOL.

6.0 Transportation. Transportation of FSD students and employees to and from the SITE shall be the responsibility of FSD. FSD shall be responsible for transportation of a student in a timely manner if the student needs to leave the SITE.

7.0 Damage to the OUTDOOR SCIENCE SCHOOL Property. FSD shall leave the SITE in the same condition as when it arrived, reasonable wear and tear excepted. FSD agrees to bear the expense of repair or replacement of OUTDOOR SCIENCE SCHOOL's property or equipment due to damage caused by the negligence or willful misconduct of FSD's students and/or employees.

8.0 Indemnification.

8.1 OUTDOOR SCIENCE SCHOOL shall hold harmless, defend, and indemnify the FSD, its Governing Board, officers, agents, employees, and students from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the OUTDOOR SCIENCE SCHOOL, its officers, employees and/or agents arising out of or in any way connected with this AGREEMENT.

8.2 FSD shall hold harmless, defend, and indemnify the OUTDOOR SCIENCE SCHOOL, its officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred as a result of any negligent act or omission of the FSD, its officers, employees and/or students arising out of or in any way connected with this AGREEMENT.

9.0 Insurance.

9.1 OUTDOOR SCIENCE SCHOOL agrees to maintain Comprehensive General Liability Insurance, including bodily injury, personal injury, property damage, premises-operations, products-completed operations, automobile liability, and sexual abuse liability, in the amount of not less than One million dollars (\$1,000,000) per occurrence. The following two insurance policy endorsements must be included and written as follows:

(a) "The Fullerton School District and its Governing Board, officers, agents and employees shall be added as additional insureds to the policy."

(b) "Such insurance as is afforded by this policy for the Fullerton School District and its Governing Board, officers, agents, and employees shall be primary, and any insurance carried by the Fullerton School District shall be excess and non contributory."

9.2 OUTDOOR SCIENCE SCHOOL must furnish to FSD a certificate of insurance evidencing all coverages and additional insured endorsements required no less than thirty (30) business days, excluding holidays, prior to

FSD's first day of participation in the PROGRAM. FSD shall not participate in the PROGRAM until FSD has received a valid certificate of insurance and additional insured endorsements evidencing the insurance coverage required. OUTDOOR SCIENCE SCHOOL's insurance must be with a California admitted insurance company.

- 9.3 OUTDOOR SCIENCE SCHOOL shall provide a thirty (30) day cancellation or reduction of coverage clause. Insurance certificate holder shall be properly named as "Fullerton School District, 1401 West Valencia Drive, Fullerton, California, 92833, Attn: Educational Services Department."

10.0 Loss of Personal Property. FSD understands and agrees that OUTDOOR SCIENCE SCHOOL is not responsible for the loss, damage, or theft of personal possessions of FSD employees or students, or FSD's equipment, materials, or supplies.

11.0 Changes to the PROGRAM or the SITE.

- 11.1 If FSD wishes to change the PROGRAM or add school(s) to this AGREEMENT, FSD and OUTDOOR SCIENCE SCHOOL shall generate an amendment to this AGREEMENT and shall revise Exhibit A.
- 11.2 OUTDOOR SCIENCE SCHOOL reserves the right to change or cancel the SITE and/or dates of participation in the PROGRAM due to threat of fire, flood, severe weather conditions or other natural disturbance; lack of sufficient OUTDOOR SCIENCE SCHOOL staff; or to repair grounds or facilities, or other condition(s) which would make the operation of the PROGRAM unsafe or unhealthy. OUTDOOR SCIENCE SCHOOL will make every effort to provide reasonable advance written notice to FSD, when possible, of such changes or cancellations in the PROGRAM.
- 11.3 If FSD must cancel all or a portion of FSD's week of participation in the PROGRAM due to a real or perceived emergency condition such as fire, flood, earthquake, or severe weather conditions, FSD and OUTDOOR SCIENCE SCHOOL shall mutually agree in writing on a course of action regarding the health and safety of FSD students and employees at the SITE in question.

12.0 Termination. FSD may, at any time, terminate this AGREEMENT by providing OUTDOOR SCIENCE SCHOOL written notice specifying the desired date of termination. FSD agrees to deposit \$500.00 with the OUTDOOR SCIENCE SCHOOL to guarantee that the PROGRAM and SITE are available as agreed to in this AGREEMENT. This deposit is fully refundable if written notice of cancellation by FSD to the OUTDOOR SCIENCE SCHOOL is provided ninety (90) or more days prior to the scheduled arrival date of FSD at the SITE.

Written notice of cancellation less than ninety (90) days prior to the scheduled arrival date will result in the forfeiture of the deposit to the OUTDOOR SCIENCE SCHOOL. The \$500.00 deposit is due to the OUTDOOR SCIENCE SCHOOL on the effective date of this Agreement. Upon written notice of cancellation by FSD to the OUTDOOR SCIENCE SCHOOL, the OUTDOOR SCIENCE SCHOOL shall have the right to offer the PROGRAM and the SITE to a third party.

13.0 Independent Contractor. OUTDOOR SCIENCE SCHOOL, in the performance of this AGREEMENT, shall be and act as an independent contractor. OUTDOOR SCIENCE SCHOOL understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the FSD, and are not entitled to benefits of any kind or nature normally provided employees of the FSD and/or to which FSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. OUTDOOR SCIENCE SCHOOL assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. OUTDOOR SCIENCE SCHOOL 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 OUTDOOR SCIENCE SCHOOL's employees.

14.0 Notices. 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. As of the date of this AGREEMENT, the addresses of the parties are as follows:

FSD: Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833
Attn: Educational Services

Outdoor Science School:
Pali Institute
30778 Highway 18
Running Springs, CA 92382
Attn: Derek Tenney/Michael Urbach

15.0 Non-Waiver. The failure of FSD or OUTDOOR SCIENCE SCHOOL 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.

16.0 Severability. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

17.0 Assignment. The obligations of the OUTDOOR SCIENCE SCHOOL pursuant to this AGREEMENT shall not be assigned by the OUTDOOR SCIENCE SCHOOL.

18.0 Applicable Law. FSD and OUTDOOR SCIENCE SCHOOL agree that this AGREEMENT shall be construed and entered into in accordance with the laws of the State of California, through California state courts with venue in Orange County, California.

19.0 Entire Agreement/Amendment. This AGREEMENT and any Exhibits attached hereto constitute the entire agreement between FSD and the OUTDOOR SCIENCE SCHOOL and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both FSD and the OUTDOOR SCIENCE SCHOOL. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

Fullerton School District

Pali Institute

BY: _____
Authorized Signature

BY: _____
Authorized Signature

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A

DESCRIPTION OF THE OUTDOOR SCIENCE AND ENVIRONMENTAL EDUCATION PROGRAM AND THE SITE

Program Description:

Pali Institute offers a unique program in that attending schools have the opportunity to customize an Outdoor Science program. Pali offers over 30 different classes from three (3) main learning components (Outdoor Education, Explorations in Science, and Leadership) and evening activities. For a 3-day program (3 days, 2 nights), schools choose a total of 7 daytime classes and 2 evening activities. For a 4-day program (4 days, 3 nights), schools choose a total of 11 daytime classes and 3 evening activities. For a 5-day program (5 days, 4 nights), schools choose a total of 15 daytime classes and 4 evening activities. Pali Institute's classes are either 1 or 2 class sessions depending on the class. The 1-class sessions run 1.5 hours and the 2 class sessions run 3 hours.

Classes:

Outdoor Education:

Deep Creek Hike – 4 class sessions:

This 5-mile hike exposes students to the breathtaking beauty of the flora and fauna found on Pali Mountain. In this ecology-focused module, students will explore hidden mysteries throughout the forest, including a riverbed filled with natural wonders and surprises. This ecological adventure into the great outdoors gives students a greater knowledge of geology and natural history.

Bird Brains (Ornithology) – 1 class session:

This module is for the birds... literally! Students learn about their feathered friends in a most unusual way. After studying the physiological design of birds, students will match beaks and feet to everyday utensils and attempt to perform tasks. Later, armed with binoculars, they will venture into the forest to observe various species of birds in their natural habitat. Through bird watching and games, students gain a better understanding of bioaccumulation and how it affects birds.

Outdoor Skills – 2 class sessions:

Mixing nature's beauty with outdoor survival, students will learn the "ten essential hiking items" for any outdoor trip. Students learn how to build a fire and cook food in an outdoor setting. While in the forest, they will band together as a team and build emergency shelters. By the end of this class, students will understand the basic principles of exploring the great outdoors.

Forest Ecology – 2 class sessions:

In this module, students hike through the forest to learn first hand about the ecosystem. They will identify flora and fauna, study animals and play educational games such as the "web of life." In this activity, each student takes a role – rain, chemicals, animals, tree or soil – to learn about the interconnectivity of nature. To better understand ecology, students will participate in a camouflage game of "hide and seek" to learn how different species survive. Through these educational activities, students will understand the history of the forest as the ecosystem comes alive before their eyes.

Animal Survivor – 1 class session:

In this class, students are taught the importance and dynamics of the food chain, and how species depend on one another for survival. In a fast-paced forest game, students are assigned an identity: carnivores, herbivores or omnivores. They must find a home and search for food while avoiding predators (their peers). Each student begins the game with a certain number of lives and must have at least one life remaining at the end to be a "survivor." Students will walk away with the knowledge of how the food chain can be impacted by just one species.

Orienteering – 1 class session:

In this module, students find their sense of direction while engaging in one of our orienteering courses. During their expedition, they will learn how to navigate through the forest by using compasses, topographic maps and other devices. By the conclusion of this course, students will master directional technology and understand the various skills involved in planning travel from point A to point B.

Day Hike – 1 class session:

In this fun-filled introduction to modern hiking ethics, students will take an exciting excursion into the forest. During their jaunt, they will be introduced to eco-responsible philosophies such as “Leave No Trace”, which emphasizes the importance of enjoying the forest to the maximum while keeping human impact to a minimum. Students will also have the opportunity to enjoy the mountains’ great views and build a survival shelter. They will conclude the module with a better respect for the environment and a working knowledge of ways to preserve it.

Archery – 1 class session:

In this module, students will learn the history and finer points of archery, one of the oldest arts and means for survival, dating back some 20,000 years. Students are taught the physics of a bow and arrow, as well as the proper handling of this ancient device. Armed with this knowledge, they will participate in a target shooting competition at Pali Mountain. Students gain an understanding of the importance of archery and its influence on hunter-gatherer societies.

Explorations in Science:

Kraken Squid Open (Squid Dissection) – 1 class session:

In this innovative module, students will learn about adaptation as they create their own “aquatic creature.” They will also engage in hands-on learning (literally) as they dissect a squid, locate its organs and appendages, and compare its structure to a human’s physiological design. With this class, students will better understand the importance of their cephalopod friends and their relation to our planet.

It’s Not Easy Being Green (Herpetology) – 1 class session:

During a frog hunt, students will touch creatures and experience the science of herpetology up-close. Utilizing our Nature Center’s many critters, looking for herps on our campus, and playing games students will learn the difference between amphibians and reptiles. They will also play games designed to demonstrate lizard adaptations. In one game, youngsters play the roles of lizards whose tails have been cut off. Students will gain knowledge of reptiles and amphibians, and how they thrive in every ecosystem on earth.

Can You Dig It? (Soil Studies) – 1 class session:

Why do certain plants and trees grow in some places and not in others? By studying topography, students will learn how climatic factors affect the differences in soil and cause some species to thrive where others would not. Playing the role of ecological scientists, students will conduct experiments (using a soil auger and our soil pits) on different soil types: human impact zones, forest zones, meadows and a burn area. As humans continue to develop and change natural landscapes, it is important for students to understand how this behavior affects the environment and their future.

The Energy Dilemma – 1 class session:

Young scholars will learn about the energy dilemmas facing the 21st century, differentiate between renewable and non-renewable energy sources, and find ways to reduce their energy consumption. Weather depending, students will bake cookies in a solar-powered oven, and discuss alternative forms of energy while snacking on their treats. They will also test wind power, create time lines of manufactured goods and discover their ecological footprint. Students will complete this module with a realistic understanding of energy resources and the importance of recycling.

Aerodynamics – 2 class sessions:

This fascinating and fun-filled class examines the science of flight as it applies to both airplanes and rockets. In a practical application of their studies, student groups will design, build and launch airplane gliders and rockets powered with water and air pressure fuel. Using basic trigonometry, students will calculate the altitude of their launches (rockets may launch to heights of 100 feet!). Students will leave with an understanding of the basic principals of aerodynamics and aeronautics.

Archaeology – 1 class session:

By using archaeological methods, students will learn how the science of archeology has contributed to our knowledge of past civilizations. Students will visit their own excavation site, search for and discover artifacts, graph their locations within the site and piece together their discoveries. Depending on dig locations and the types of artifacts they find, students will theorize the history of the area.

Geology/Engineering – 2 class sessions:

How are rocks and minerals formed and classified? Students will find out as they learn about the geologic history of Southern California, different layers of the earth, plate tectonics and the causes of earthquakes. They are also taught basic engineering principles as they design their own model buildings and test them against our realistic earthquake simulator. Students will gain an understanding of geology principles and the ever-shifting landscape under the surface.

Freshwater Biology – 1 class session:

In this class, students learn what percentage of the Earth is fresh water and how to conserve it. They will also venture outdoors and use scoop nets to find macro-invertebrates. Students will learn the characteristics of invertebrates – reproduction, nutrition, protection and locomotion – and discuss the importance of these creatures to the ecosystem. At the conclusion of this module, youngsters will leave with an understanding of an amazing, rarely seen world. This class can be teamed with Water Quality to gain a greater appreciation for one of the Earth’s most important resources.

(Weather Dependent.)

Water Quality – 1 class session:

Water, water, everywhere! Students will explore the hidden populations living within water, specifically microscopic organisms and how they affect water quality. Students will then chemically test the quality of the water using various techniques and determine if the water supply at Pali is polluted. Students conclude the class by learning how water systems become polluted and how this can be prevented. This class can be teamed with Freshwater Biology.

Beyond the 3rd Rock (Solar System Studies) – 1 class session:

Space is not empty but filled with a bunch of extraordinary objects to explore. Beyond the 3rd Rock will be filled with topics such as asteroids, moon, eclipses, sun facts and even looking at the sun during the day. The class will be brought to life with activities and information so the students can learn and have fun all in one.

CSI;Pali – 1 class session:

Someone at Pali is a thief! In this fascinating class, students will study the popular field of forensic science. Upon entering a crime scene, students work to solve a mystery by taking fingerprints, comparing fingerprint patterns, analyzing evidence, learning about blood types and studying handwriting samples. They will create a data table and employ deductive reasoning to

rule out suspects. Students gain a working knowledge of the field of forensics and its importance in criminal justice.

~~Zero Gravity – 1 class session:~~

~~Euro Bungee is a multi-station super trampoline system that enables students to jump as high as two stories while accomplishing gravity-defying maneuvers. Students will learn the laws of motion first hand as they twist and spin while securely fastened to a harness. At the conclusion of this module, they'll bounce away with a greater understanding of gravity and other forces. (Limited space, season and weather dependent.)~~

Leadership:

Ethical Leadership – 1 class session:

Through role-play and discussion, students explore the concepts of morals and ethics, and how both apply to individuals and society. Students learn moral and ethical leadership in various scenarios, including an opportunity to steal cookies and candy. They also learn how an individual's personal experiences can affect ideals and decision-making. They will expand their understanding of worldviews and the factors that shape them.

Gilligan's Island – 2 class sessions:

In this module, students will role-play a scenario of being stranded on a desert island (in the middle of our pond). Since their only hope for survival is group cooperation, they will learn how to work as a team, gather food and water, develop a plan and construct a raft in order to facilitate their rescue. Students will learn the importance of decision-making as a group, as well as different engineering principles required for building a raft.

(Season & Weather Dependent.)

Balloon Rescue – 1 class session:

Students will learn about physics and engineering in this fun module involving a water balloon. Teams of students will answer science related questions, earn money and then purchase materials to create a protective contraption for a water balloon to be dropped from a balcony three stories high. Materials will include: foam, straws, air balloons, rope, plastic shells, blow-up shoes and many more unusual items. Students will discuss the scientific principles of the water balloon drop and the teamwork involved.

Model Government – 1 class session:

In this introduction to government structure, students learn about the U.S. system of governing. They will discuss leaders that are influential and engage in an environmental debate to gain experience in the arena of decision and policymaking. This thought provoking class will equip students to discuss real life issues.

Ground Based Initiatives – 1 or 2 class sessions:

In this module, students work together and take the initiative to solve a task as a group. Left to their own devices, they learn how to collect information, analyze a situation, create a plan and follow it through. Activities include a field maze game, jump rope and an obstacle course. This module is often used as a prerequisite for the Ropes Course and is a valuable tool to increase leadership and confidence within a group.

Low Ropes – 1 or 2 class sessions:

In this step of our group building classes, students will continue on their journey to advanced communication skills. Our group activities include balancing on a huge seesaw, moving through a huge spider web, and swinging from one platform to another. With these exercises, students will learn how to work through a series of tasks that require proper spotting and support. By teaching students interpersonal skills that will last a lifetime, this module is an excellent choice to promote group dynamics.

~~High Ropes — 2 class sessions:~~

~~Our most popular activity, the Pali High Ropes Course is a terrific confidence builder. Students challenge themselves and each other as they work to master the catwalk, zip line, leap of faith, giant swing, team ladder, and many other activities offered on our two unique ropes courses. Students will strengthen their abilities in coordination, balance and teamwork.~~

~~Rock Wall — 1 class session:~~

~~Always a favorite, the Pali Rock Wall challenges students to problem solve as they achieve heights not thought possible on our climbing tower. Students are encouraged to push themselves to their physical limits and complete several exercises of varying degrees of difficulty. This module teaches students self-reliance and independence.~~

Evening Activities (all Evening Activities are 1 class session):

Karaoke:

It's time to show off your vocal talents... or lack of! During an evening of musical mayhem, students can sing along to current and classic hits in a fun and relaxed atmosphere. Students will gain a sense of camaraderie by participating in a rock star showcase!

Dance:

A popular nighttime activity, Club Pali opens its doors weekly, and students are advised to line up when it does! Inside they'll find dancing, cool lighting, a DJ spinning songs, and an MC hosting a party that they won't soon forget!

Night Hike:

During this evening activity, students will learn about a world that buzzes with mysterious activity. As they hike and explore, students are taught about the animals of the night and how they survive in a nocturnal environment. Students will engage their senses through legends of pirates and alien visitors. This hike includes an exploration of the senses, echolocation and bioluminescence, among other educational and entertaining activities.

Astronomy:

Having escaped from the city lights, students are able to see the night sky as never before... perfectly! Students become fully involved in this ancient science as they learn to use multiple types of telescopes in our mini-observatory to view the moons of Jupiter and better understand star distances and brightness. They will also discover constellation tales in the same sky that has amazed humans since the beginning of time.

Pali Jeopardy:

Put on your thinking caps! Students will recall the knowledge accumulated throughout the week and engage in a battle of the brains. Divided into groups, students are asked trivia questions from several of the subjects learned from the week. This is a fun and competitive activity that reinforces educational lessons.

Traditional Campfire:

Students will gather at our outdoor amphitheater– with a traditional campfire – for an evening filled with skits and songs. Audience participation is the backbone for this activity as each group creates a fun-filled experience laced with laughter. This is a must-do for all ages!

Field Games:

Students get a chance to try their luck in a fierce game of “Capture the Flag” and then wind down for bed with “Ultimate Frisbee.” These evening activities ensure that students will hit their pillows with full force at “lights-out” time.

Movie Night:

When students need to relax, our movie night gives them a chance to “March with the Penguins” or take a “Winged Migration.” Youngsters can watch an educational movie or laugh all night long with a comedic film of your choice on our large screen TV.

Building Support:

In this leadership activity students must design and build a chair that will support one of our instructors. With only rope, wooden dowels, and a lesson in lashings, students must work together to complete this highly creative activity.

Our Slithering Friends:

Get up close and personal with our friendly Nature Center snakes. Learn about the importance of snakes in our environment and their unique adaptations. Students will get a chance to touch and or hold a few of our many different species of snake.

Owl Pellet Dissection:

Let’s find out what our favorite nocturnal predator had for dinner in this classic biology lab.

Supervision:

Pali Institute provides 24-hour supervision of students during their visit. The Pali staff will be the instructors teaching the classes, monitoring students during downtime (recess), and providing the evening supervision of students in the cabins. This is done to provide a school's teachers the opportunity to participate in the program alongside their students. This is a unique opportunity for schoolteachers and students to bond outside of the classroom. Pali also has a full time nurse (RN/LVN) onsite when students are onsite. Our nurse handles any and all medical needs, including dispensing of medications.

The Pali Institute staff is fully background checked upon employment using the Livescan method. The Pali Institute staff is also fully trained in CPR/First Aid.

Site:

Pali Institute is located on a 74 acre forested site in the San Bernardino Mountains in Running Springs, CA. While the Pali program is outdoor-based in nature, many of our classes can be indoor-based. Pali has 10 different indoor classrooms, along with the San Bernardino Mountains as its' outdoor classroom. All students stay at Pali stay in fully heated cabins with bathroom facilities. All schoolteachers stay semi-private accommodations within our Main Lodge. Dining at Pali Institute is also in our Main Lodge. Pali offers buffet style meals (breakfast, lunch, and dinner) with a plethora of food options. Dietary restrictions can and will be accommodated for.

More information about the Pali Institute program and site can be found at www.paliinstitute.com.

EXHIBIT B

FEE SCHEDULE

Please reference the following blank invoice for Pali Institute's fee schedule. Agreed upon modifications to this fee schedule are possible.

INVOICE

Bill to: [Redacted] Date: [Redacted]

Make Check Payable to: Pali Institute
PO Box 2237
Running Springs, CA 92382

of Payees: [Redacted]
of Scholarships: [Redacted]
Total # attending: 0

Rate per payee: [Redacted]

Contract Total: \$ -
1st 25% \$ - To reserve the contract dates
2nd 25% \$ - Due #####
Final 50% \$ - Due #####
Check \$ -

Attending Dates: [Redacted] to [Redacted]

Description	Payees	Rate	Payments	Total
Outdoor Education Science Camp	0	\$ -		\$ -
Payment #1	chk# [Redacted]		[Redacted]	\$ -
Payment #2	chk# [Redacted]		[Redacted]	\$ -
Payment #3	chk# [Redacted]		[Redacted]	\$ -
Payment #4	chk# [Redacted]		[Redacted]	\$ -
Payment #5	chk# [Redacted]		[Redacted]	\$ -
Balance Due:				\$ -

FINAL PAYMENTS ARE DUE 4 WEEKS PRIOR TO ATTENDING DATES!!!

Please Contact Michael Urbach with any questions or concerns at (909) 867-5743 at extension 245.

In accordance to the agreement, the initial deposit will be \$500. The second deposit will be 25% of the contract total. The final payment will be the remaining balance. Initial deposits are due ASAP to reserve the contract dates. Second deposits are due 120 days prior to attendance. Final payments are due 4 weeks prior to attendance. Second deposit and final payments dates can be modified.

Cost per Student:

Pali Institute charges \$260 per student for a 3-day program, \$385 per student for a 4-day program, and \$415 for a 5-day program. Included in this pricing is full instruction by the Pali Institute staff, housing during the scheduled dates of attendance, and meals (starting with lunch on arrival day and a to-go sack lunch on departure day). Pali Institute and individual Fullerton School District schools will agree upon any changes in this pricing.

EXHIBIT C

OUTDOOR SCIENCE SCHOOL POLICIES, PROCEDURES, RULES, REGULATIONS AND FORMS

Please review the following attachments for Pali Institute's policies, procedures, rules, regulations, and forms. If there are additional questions regarding Pali's policies and procedures, please feel free to call 909-867-5743 ext. 245 for clarifications.

A copy of the referenced Policy Manual and Site Reservation Agreement is available in the Educational Services Office for review

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability

SUBJECT: **APPROVE THREE-YEAR LICENSING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RIVERSIDE PUBLISHING FOR DATADIRECTOR ASSESSMENT SYSTEM FROM JULY 1, 2009 THROUGH JUNE 30, 2012**

Background: DataDirector is an online data and assessment management system that is designed to support teachers and administrators improve student performance. To help educators understand the individual needs of each student, teachers are able to quickly access assessment and demographic data, view pre-built reports, and create customized reports. DataDirector can be used to gather, analyze, and track student performance for Response to Intervention (RtI) universal screening as well as progress monitoring. The 2009-2012 License Agreement has been reviewed and approved by Business Services, Risk Management and Orange County Department of Education Legal Services.

Rationale: Teachers and administrators in Fullerton School District have come to rely on valid data to drive decisions regarding instruction and measure student achievement. DataDirector plays a key role in the success of Professional Learning Communities (PLCs) at sites as well as in the implementation of the RtI process.

Funding: Annual license fee for DataDirector is \$3.90 per student, per year. Based on Certificated Personnel Department's most recent 2009-2010 projected student enrollment of 13,300 students, the total yearly annual license fee is \$51,870.00 to be paid from the District Assessments fund (#508) and the STAR Testing fund (#506). Student enrollment figures will be provided to Riverside Publishing on an annual basis.

Recommendation: Approve three-year Licensing Agreement between Fullerton School District and Riverside Publishing for DataDirector Assessment System from July 1, 2009 through June 30, 2012.

JM:SC:js
Attachment



**LICENSE AGREEMENT
FOR
DATADIRECTOR ASSESSMENT MANAGEMENT SYSTEM**

THIS LICENSE AGREEMENT (the "Agreement"), dated as of July 1, 2009 (the "Effective Date"), is made and entered into by and between The Riverside Publishing Company, a Delaware corporation with its principal place of business at 3800 Golf Road, Suite 100, Rolling Meadows, Illinois 60008-4015 ("Riverside"), and Fullerton School District with a principal place of business at 1401 West Valencia Drive, Fullerton, California 92833 ("Fullerton SD"). This Agreement supersedes the Agreement between the parties dated July 1, 2006 (the "Prior Agreement").

RECITALS

- i. Riverside offers suites of Internet based assessment and instructional tools (collectively, the "DataDirector Assessment Management Systems", referred to hereinafter individually as the "DataDirector Assessment System"), which are accessible through sites owned or operated by Riverside and its affiliates (the "Riverside Sites");
- ii. The parties desire to establish a relationship whereby Fullerton SD licenses and uses the DataDirector Assessment System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Riverside and Fullerton SD hereby agree as follows:

1. DataDirector Assessment System Components and Services

A. DataDirector Assessment System. Fullerton SD will be granted a license as described in Section 2 for the following components of the DataDirector Assessment System:

DataDirector System Components	Included ?
Module	Yes
Item Bank	No
DataScanner	No

Riverside may also enable Fullerton SD to utilize other functionality in the DataDirector Assessment System, as well as any additional content or software of Riverside or its licensors ("Additional Content"), in all cases only when authorized pursuant to an Addendum or Schedule hereto.

B. Riverside Services. Riverside will provide Fullerton SD with the support, planning, training and data integration services as applicable and as set forth on Addendum 3.

2. Grant of License.

A. License. Subject to the terms and conditions of this Agreement, Riverside hereby grants to Fullerton SD a non-exclusive, non-transferable license to use the DataDirector Assessment System and any Additional Content according to Riverside's directions and specifications (the "License") included in the documentation for the DataDirector Assessment System and Additional Content (collectively, the "Riverside Materials").

B. License Limitations. All rights not specifically granted to Fullerton SD under this Agreement are retained by Riverside and its licensors. The parties understand and agree that this License does not include any right to and Fullerton SD shall not sell or sublicense Riverside Materials, services or documentation in whole or in part, to any third party or contest Riverside's and its licensors' rights to the Riverside Materials or related services or documentation.

3. Term. The term (the "Term") of this Agreement shall commence on the Effective Date and continue for three (3) years unless terminated earlier as expressly provided herein. Following that date, this Agreement may be renewed for successive one-year periods upon mutual agreement of both parties. Notwithstanding the above, Fullerton SD may terminate this Agreement upon the first or second anniversary of the Effective Date with no penalty; provided that, Fullerton SD gives Riverside at least thirty (30) days prior written notice thereof. Should Fullerton SD seek to renew or reinstate the license after such termination, Fullerton SD shall no longer be entitled to receive the Fees set forth below.

4. Fees. In consideration of the licenses and services provided hereunder, Fullerton SD shall pay Riverside the following fees (collectively, "Fees"):

A. Annual License Fee to Riverside. Fullerton SD shall pay to Riverside the annual license fee ("License Fee") described and calculated as set forth under Addendum 2. In the event the calculation of the License Fee is less than the amount of Six Thousand Five Hundred Dollars (\$6,500.00), the minimum license fee ("Minimum Fee") shall be Six Thousand Five Hundred Dollars (\$6,500.00). Subject to an additional License Fee, additional students or services may be added by executing an Additional Services Order Form.

Term Periods	
Term 1	7/1/2009 - 6/30/2010
Term 2	7/1/2010 - 6/30/2011
Term 3	7/1/2011 - 6/30/2012

B. Timing. This License Fee for the first time period shall be paid no later than thirty (30) days following the Effective Date of this Agreement. All future License Fees will be paid not later than thirty (30) days following the beginning of the applicable time period.

C. Other Fees. Fullerton SD shall pay to Riverside the fees described under Addendum 2 or any subsequent addenda with regard to services to be provided by Riverside ("Other Fees") for each of the schools listed in Addendum 1, in accordance with the payment schedules set forth on Addendum 2.

5. Scanning Devices. Riverside does not supply scanners to use with the DataDirector Assessment System. Fullerton SD is responsible for purchasing and installing scanners compatible with the DataDirector Assessment System. Riverside will provide Fullerton SD with the model numbers of compatible scanners and instructions for installing DataScanner™.

6. District Obligations. Fullerton SD agrees to make itself reasonably available for on site visits and telephone calls with prospective clients about Fullerton SD's use of and experience with the DataDirector Assessment System. Fullerton SD agrees to grant Riverside the right to make reasonable use of Fullerton SD's name in appropriate locations on its website and other marketing material.

7. Riverside Technical and Customer Support and Training. Riverside shall provide initial on-site training to Fullerton SD, as further described on Addendum 3, at the fees set forth on such Addendum 3. Riverside shall provide the customer support and services designated on Addendum 2, as further described on Addendum 3, to a limited number of members of Fullerton SD specified by Fullerton SD who have participated in Riverside's training session(s) provided hereunder. Riverside shall provide Data Integration services to Fullerton SD, as further described on Addendum 3.

8. Availability of the DataDirector Assessment System. Riverside may experience website outages where the DataDirector Assessment System cannot be accessed. Riverside will use reasonable efforts to make the DataDirector Assessment System available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that Fullerton SD reports to Riverside.

9. Passwords and Security. Riverside will provide to Fullerton SD, if needed, a user name and password for every user of the Assessment System. Users of the DataDirector Assessment System will be Fullerton SD administration and teachers ("Permitted Users"). Fullerton SD agrees at all times to maintain the

confidentiality of all of its user names and passwords. Fullerton SD agrees not to permit a third party other than Permitted Users to use the DataDirector Assessment System through its license. If there is any unauthorized use or access of any of Fullerton SD's accounts, Fullerton SD must immediately notify Riverside of the security breach by email to: info@achievedata.com.

10. Ownership Rights.

A. Riverside's Ownership Rights. Riverside or its licensors own all right, title and interest in and to (i) the Riverside Materials, including the DataDirector Assessment System and any other software or content licensed hereunder, and the underlying methodology, software and the copyrightable structure of the organization thereof; (ii) any derivative works of the Riverside Materials; (iii) the Riverside Sites, and the underlying methodology and the copyrightable structure of the organization and presentation of the Site provided by Riverside; and (iv) all Riverside trademarks and other intellectual property incorporated therein. DataDirector and the DataDirector logo are trademarks of Riverside; other trademarks are the property of their respective owners.

B. Fullerton SD's Ownership Rights. Fullerton SD owns all right, title and interest in and to Fullerton SD's name, logo, user information and student data, which includes, but is not limited to, student names, student demographic information, student assessment data from in-class, Fullerton SD district benchmark and state tests, school and Fullerton SD district names and data, district standards, teacher names, course names and data. Additionally, Fullerton SD owns all right, title and interest in and to tests, test items, and item banks created solely by Fullerton SD without incorporation of any Additional Content.

11. Representations and Warranties. Each party represents and warrants that (a) it is authorized, empowered, and able to enter into and fully perform its obligations under this Agreement; (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which it is a party; and (c) it will comply with all applicable laws, regulations and code, of any governmental authority of competent jurisdiction in its performance of its obligations or exercise of its right under this Agreement.

12. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (INCLUDING FOR THE PURPOSES OF THIS SECTION 13, RIVERSIDE'S AFFILIATES AND LICENSORS) BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT OR BREACH HEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS; PROVIDED THAT THE FOREGOING DOES NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) DIRECT DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY; (C) BODILY INJURY OR DEATH CAUSED BY NEGLIGENCE; OR (D) INDEMNIFICATION OBLIGATIONS HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES TO THE OTHER PARTY ARISING FROM THIS AGREEMENT OR FOR BREACH HEREOF IN EXCESS OF THE AMOUNTS PAID OR DUE TO RIVERSIDE UNDER SECTION 4 IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE. THE LIMITATIONS IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTIONS 2(B) OR 17 BUT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF EITHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification.

A. Indemnification by Riverside. Riverside agrees to indemnify, defend, and hold Fullerton SD, its Governing Board officials, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to any claim that the DataDirector Assessment System infringes a United States patent in existence as of the date of the applicable delivery order, or a copyright or a trade secret of any third party. Riverside will defend such claim

at its expense and will pay any costs or damages that may finally be awarded against Fullerton SD. Notwithstanding the foregoing, Riverside shall have no liability to Fullerton SD, however, if the claim of infringement is caused by (1) Fullerton SD's misuse or modification of the DataDirector Assessment System; (2) Fullerton SD's failure to use corrections or enhancements provided to Fullerton SD by Riverside; (3) Fullerton SD's distribution, marketing or use of the DataDirector Assessment System for the benefit of parties other than Fullerton SD; (4) information, direction, specification or materials provided by Fullerton SD; or (5) the combination of the DataDirector Assessment System with non-Riverside products or services. If the DataDirector Assessment System or any component thereof is, or in Riverside's opinion is likely to be held to be infringing, Riverside shall at its expense and option either (a) procure the right for Fullerton SD to continue using it, (b) replace or modify it with a non-infringing equivalent that has no material adverse effect on the performance required by Fullerton SD, or (c) terminate the license to the allegedly infringing component. The foregoing remedies constitute Fullerton SD's sole and exclusive remedies and Riverside's entire liability with respect to infringement. The foregoing indemnity is conditioned upon: prompt written notice by Fullerton SD of any claim, action or demand for which indemnity is claimed; complete control of the defense and settlement thereof by Riverside; and such reasonable cooperation by the Fullerton SD in the defense as Riverside may request.

B. Indemnification by Fullerton SD. Fullerton SD shall indemnify, defend, and hold Riverside, its affiliates, officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all liabilities and expenses, including, without limitation, reasonable attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs to the extent arising out of or relating to (1) Fullerton SD's misuse or modification of the DataDirector Assessment System; (2) Fullerton SD's failure to use corrections or enhancements provided to Fullerton SD by Riverside; (3) Fullerton SD's distribution, marketing or use of the DataDirector Assessment System for the benefit of parties other than Fullerton SD; (4) information, direction, specification or materials provided by Fullerton SD; or (5) the combination of the DataDirector Assessment System with non-Riverside products or services. The foregoing indemnity is conditioned upon prompt written notice by Riverside of any claim, action or demand for which indemnity is claimed: complete control of the defense and settlement thereof by Fullerton SD; and such reasonable cooperation by Riverside in the defense as Fullerton SD may request.

14. Choice of Law. This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state.

15. Press Releases. The parties may jointly prepare press releases concerning the existence of this Agreement and the terms hereof, in a format mutually agreed to in writing by the parties.

16. Confidentiality. The parties may treat this and all agreements entered into by and between the parties as public data, subject to the following:

A. Disclosure of Confidential Information. Notwithstanding the foregoing, however, during the Term of this Agreement and thereafter, each party will use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party. Notwithstanding the foregoing, it will not be a breach of this Agreement for either party to disclose Confidential Information of the other party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior written notice and the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure.

B. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" refers to student records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either party or its business that is not generally known to the public, including but not limited to information about either party's personnel, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is

known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

C. Student Records. Notwithstanding anything to the contrary in this Agreement, student records and student information shall not be considered public data and shall not be disclosed to any third party provided, however, Riverside may use and disclose (demographic information and assessment results data) in an aggregate format where data concerning individual students, teachers, schools or districts may not be identified or derived.

17. Termination.

A. Mutual Termination Provisions. Subject to Fullerton SD's right to terminate this Agreement following the one-year or two-year anniversary of the Effective Date, either party may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; or (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching party identifying the matter constituting the material breach.

B. Effect of Termination. Upon the expiration or earlier termination of this Agreement, the parties shall immediately cease exercising any of the rights granted pursuant to this Agreement other than those that survive beyond this Agreement as stated below in Section 24. Except as provided in Section 24, all rights granted herein to each party shall immediately upon the expiration or earlier termination of this Agreement revert in full to the granting party. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.

18. Relationship of Parties. Fullerton SD and Riverside are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.

19. Assignment, Binding Effect. Neither Riverside nor Fullerton SD may assign this Agreement or any of its rights or delegate any of its duties under this Agreement. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to any successor to substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any purported assignment by either party other than as provided above shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of each party.

20. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the transactions and matters contemplated hereby, supersedes all previous agreements between the parties concerning the subject matter, and cannot be amended except by a writing signed by both parties. No party hereto has relied on any statement, representation or promise of any other party or with any other officer, agent, employee or attorney for the other party in executing this Agreement except as expressly stated herein.

21. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address stated above. Either party may change its address for notice by giving the other party advance written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

22. Force Majeure. Neither party shall be liable for any delays or other failures to perform resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, website outages, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

23. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile signatures will be considered original signatures.

24. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 11-15, and 17-28, and any accrued but unpaid payment obligations.

25. Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

26. Waiver. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

27. U.S. Government Restricted Rights. The DataDirector Assessment System, and Riverside materials are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the DataDirector Assessment System and Riverside materials, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

IN WITNESS WHEREOF, Riverside and Fullerton SD have signed and executed this Agreement on the Effective Date by their authorized representatives, in duplicate.

THE RIVERSIDE PUBLISHING COMPANY, Licensor	FULLERTON SCHOOL DISTRICT, Licensee
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[SIGNATURE PAGE TO RIVERSIDE PUBLISHING AGREEMENT]

ADDENDUM 1

Fullerton SD

ENROLLMENT ADDENDUM

Enrollment is based upon the most recent **state enrollment data**.

School	Grades	Enrollment
Total Schools:		Total Registered Enrollment:
20		13,300

ADDENDUM 2

FEE CALCULATION

Product	Product Code	Quantity	Unit Price	Total Price	Billing Frequency
Data Director Module - R	1061343	13,300	\$3.90	\$51,870.00	Annual recurring fee.
Data Director Training	1061358	0	\$0.00	\$0.00	Not Applicable

Term 1 Total	\$51,870.00
Term 2 Total	Sum of recurring fees.*
Term 3 Total	Sum of recurring fees.*

* If in future years the enrollment is different than the enrollment specified in Addendum 1, the License Fee will be adjusted appropriately.

ADDENDUM 3
DATADIRECTOR ASSESSMENT SYSTEM– DATA DIRECTOR
CUSTOMER AND TECHNICAL SUPPORT AND SERVICES

SCHEDULE A

CUSTOMER SUPPORT AND SERVICES

Riverside provides access to the following Standard Customer Services which are included. Standard services are included in the License Fee and include:

- Customer Service – Professional support team available to DataDirector users via internet, telephone or e-mail from 8:00 am to 5:00 pm PST, Monday through Friday, excluding holidays.
- DataDirector Data Integration Services – Initial Customer setup and data loading, ongoing roster and demographic updates, and customer support for data-related questions. See Schedule B for detailed information on Data Integration service levels.
- Access to DataDirector's integrated help system and documentation.
- Access to DataDirector's Implementation and Training team to review best practice strategies and implementation plans for implementing a data and assessment management program and driving instructional change.

Certain specialized services are available at a fixed price paid at inception (as detailed in Addendum 2) if applicable. Additional services can be purchased at Riverside's then-current rate through the execution of an Additional Services Order Form. These services include, but are not limited to:

- Training Program – Training provided by a DataDirector Implementation and Training team member. Training typically follows a recommended format; modifications may be made through the DataDirector trainer. Training typically includes an agenda, hands-on exercises, and appropriate materials.

A full training day typically consists of back-to-back three and one-half (3 ½) hour sessions (with a break in between) for onsite training. Distance Learning sessions are one (1) hour long, with no more than five (5) connections (connections defined by access locations—total number of participants is approximately fifteen [15]). DataDirector staff will provide information regarding access to Distance Learning sessions.

The number of training sessions is determined through consultation with Customer. Riverside's recommendation for initial implementation services is listed in Addendum 2, if applicable.

Additional training sessions can be purchased as needed through the DataDirector Director of Implementation and Training.

The following policies apply to Riverside Customer Services:

Training Cancellation

- Customer will be charged one-half ($\frac{1}{2}$) the amount of training fees for any training session cancelled within five (5) business days of the scheduled training.

Implementation Timeframes

- Although commitments on timeframe for implementations cannot be made pending completion of a district's Needs Assessment, on average, between six (6) and eight (8) weeks is required to complete the initial district launch. This time period is measured from the time that the required data is submitted to DataDirector for processing. Longer implementation periods may be required based upon the size and scale of the district, the complexity of the implementation, and the quality of the district's data.

SCHEDULE B**DATADIRECTOR ASSESSMENT SYSTEM- DATA DIRECTOR****DATA INTEGRATION SERVICES**

DataDirector's Data Integration services are offered to key personnel within the district. The DataDirector Data Integration team will work with key personnel (SIS or Data contact) to:

- Ensure data requirements are understood by the Customer as well as provide guidelines, examples, best practices, and file formats used by DataDirector.
- Determine school names and codes, course term selections, and demographic code mappings for setting up Customer's account in DataDirector.
- Assist the Customer in the review of data for accuracy and completeness before being loaded into the DataDirector Assessment System.
- Perform quality assurance process with the Customer's DataDirector Assessment System.
- Recommend an appropriate timeline for submitting roster and demographic updates, as often as daily.
- Assist in the data submission process, answer data-related questions from Customer staff and work with Customer staff to identify and resolve data concerns.
- Assign a secure file transmission location to the Customer in order to accommodate an automated data transmission process. The secure location will be monitored nightly and new data will be automatically processed into DataDirector. It is the Customer's responsibility to extract and transmit the data.

ADDENDUM 4

Fullerton SD

CONTACT INFORMATION

Please fill in the names and contact information below, so that the Riverside Client Services team can contact appropriate members of your district. If contact is the same for multiple functions, please just write "same as above".

Main Implementation Contact(s)	
This is the person who will be the default contact for our Account Manager to talk to about general implementation and rollout of the DataDirector System.	
Name	
Title	
Phone	
Email	

Training Contact(s)	
This is the person who will be the contact for our Account Manager to talk to about planning who will be trained and organizing and scheduling these trainings.	
Name	
Title	
Phone	
Email	

Assessment Data Contact(s)	
This is the person who will be the default contact for our Data Services Team to talk to about getting the electronic data from your State tests.	
Name	
Title	
Phone	
Email	

Student Information System Contact(s)	
This is the person who will be the default contact for our Data Services Team to talk to about getting your Roster Files initially and ongoing for Roster Updates.	
Name	
Title	
Phone	
Email	

Purchasing Contact(s)	
This is the person who will be the default contact for our Client Services Team to talk to about billing and payment issues.	
Name	
Title	
Phone	
Email	

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jennifer Shepard, Director, Educational Services
SUBJECT: **APPROVE CONTINUED PARTICIPATION FOR THE 2009/2010 SCHOOL YEAR IN THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM UNDER THE TEACHER CREDENTIALING BLOCK GRANT AND APPROVE FULLERTON SCHOOL DISTRICT AS THE LOCAL EDUCATIONAL AGENCY (LEA)**

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

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

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

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

Funding: Funds will be applied to General Fund (01) income, budget (355). In-kind contribution requirements have been suspended for the 2009/2010 program year.

Recommendation: Approve continued participation for the 2009/2010 school year in the Beginning Teacher Support and Assessment (BTSA) Program under the Teacher Credentialing Block Grant and approve Fullerton School District as the Local Educational Agency (LEA).

JM:JS:nm

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: APPROVE RETAINER AGREEMENT FOR LEGAL SERVICES WITH MARGARET A. CHIDESTER & ASSOCIATES FOR 2009/2010

Background: The District has used the law firm of Margaret A. Chidester & Associates, to act as legal counsel to the District as well as to the Personnel Commission for several years on a variety of legal issues. On June 26, 2008, the Board of Trustees renewed the contract with Chidester & Associates for the 2008/2009 fiscal year. At this time the administration is requesting Board approval to renew the contract with the firm for the 2009/2010 fiscal year.

All aspects of this contract would remain the same as the prior contract. The hourly rates for partners, attorneys and law clerks remain at:

Partners	\$220.00 per hour
Other Attorneys	\$205.00 per hour
Law Clerks	\$ 85.00 per hour

Rationale: Margaret A. Chidester and Associates, will provide legal expertise on a variety of items ranging from special education issues to labor relations.

Funding: General Fund (01).

Recommendation: Approve retainer agreement for legal services with Margaret A. Chidester & Associates, for 2009/2010.

GC:gs
Attachment

**RETAINER AGREEMENT
BETWEEN FULLERTON SCHOOL DISTRICT
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2009 by and between the FULLERTON SCHOOL DISTRICT of Orange County County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

WHEREAS, District desires to obtain from Attorneys certain legal or investigative services; and

WHEREAS, the governing board has determined that it is in the best interest of District to appoint Attorneys to represent District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. District retains Attorneys for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including, but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property, and governance issues.

2. District shall not be required to pay in advance for any retained services. District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference.

3. Attorneys shall perform services at the rates set forth in Exhibit "A".

4. District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including charges that Attorneys directly incur such as filing fees, reproduction of documents, toll

telephone charges, messenger and delivery services, legal research charges, travel expenses, mileage costs, and court reporting costs.

5. Attorneys shall present statements for services rendered during the preceding month. District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued shall incur a late charge of 2.5% per month.

6. District acknowledges that Attorneys presently represent and in the future will represent other districts and education agencies that may, from time to time, have transactions with District. District consents to such continued and future representation without the need for any further consent from District, provided that Attorneys shall promptly notify District in writing of any direct conflict and of the District's options in such case.

7. District will indemnify and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services under this contract. This provision does not apply to actions resulting from Attorneys' negligence, willful and/or malicious conduct in the course of rendering services.

8. District authorizes Attorneys to communicate with District and District's representative via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents. Although Attorneys will make reasonable efforts to label electronic communications as confidential and privileged, District acknowledges that electronic communications may be

intercepted and that confidentiality cannot be guaranteed. District agrees that if e-mail is intercepted or confidentiality is otherwise compromised, District will hold Attorneys harmless for any resulting injury. District agrees that it will not modify any document transmitted to District electronically by Attorneys, except as expressly authorized by Attorneys. Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

9. Attorneys serve under the terms of this Agreement at the pleasure of the Board. Board reserves the right to terminate Attorneys upon written notice to Attorneys.

10. Attorneys reserve the right in their discretion to terminate this Agreement at any time Attorneys deem necessary or advisable upon thirty (30) days written notice to District.

Fullerton School District

Date: _____, 2009 BY: _____

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: May 29, 2009 BY: Margaret A. Chidester

EXHIBIT "A"

SENIOR ATTORNEYS	\$220 per hour
OTHER ATTORNEYS	\$205 per hour
LAW CLERKS	\$85 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONES	actual charges

CONSENT ITEM

DATE: June 30, 2009

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

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

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: APPROVE 2009/2010 AGREEMENTS BETWEEN THE ASSISTANCE LEAGUE OF FULLERTON AND THE FULLERTON SCHOOL DISTRICT FOR OPERATION SCHOOL BELL, VISION SCREENING AND THE VISION REFERRAL PROJECT

Background: This agenda item provides for agreement for the following philanthropic projects provided by the Assistance League of Fullerton:

Operation School Bell: Provides two (2) outfits of new clothing including shoes to needy students K-6 from within this District not to exceed 30 children per week for 26 weeks starting on August 30, 2009 through May 1, 2010.

Vision Screening: Provides vision screening at no charge to the District for grades K, 3, and 6 through contracted arrangements with the Southern California School of Optometry (SCCO).

ALF Vision Referral Project: Provides eye examinations to children in grades K, 3, and 6 (no preschoolers will be included) and if needed, safety coated lenses and \$30.00 toward frames for needy students requiring further examination after vision screening.

Rationale: The District is very fortunate to have the Assistance League of Fullerton provide three areas of support for the students in the District. These areas are stated above and provide clothing for needy students as well as pay for the College of Optometry vision screenings at the schools and support the payment for vision referrals.

Funding: Not Applicable.

Recommendation: Approve 2009/2010 agreements between the Assistance League of Fullerton and the Fullerton School District for Operation School Bell, Vision Screening and the Vision Referral Project.

MLD:LH:vr
Attachments



233 west amerige avenue
fullerton, california 92832

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

We're About Caring

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

This Agreement is entered into by Assistance League of Fullerton, a chapter of National Assistance League®, hereafter known as ALF located at 233 W. Amerige Avenue, Fullerton, CA 92832 and the **Fullerton School District** hereafter known as the District, located at 1401 Valencia Dr., Fullerton, CA 92833.

- I. **PHILANTHROPIC PROJECT: OPERATION SCHOOL BELL®** - This project will provide two outfits of new clothing including shoes each to needy students K-6 from in this District, not to exceed 50 children per week for 26 weeks starting on September 1 through May 31 (2009-2010 school year).

- II. **OBLIGATIONS OF ALF:**
 - A. ALF shall provide all equipment for Operation School Bell®, including furniture, telephone and supplies. ALF shall pay all telephone charges of Operation School Bell®. ALF shall maintain reasonable inventory of various sizes of new clothing, uniforms and furnish a suitable dressing enclosure for the students.
 - B. ALF members and their auxiliaries shall solely staff this project and will assist the students in the selection of their clothes. A parent, guardian, or adult who has the parent's or guardian's written authorization must accompany each child. This authorization shall be available to ALF upon request. The designated child must be present to receive the clothing.
 - C. ALF shall provide sufficient inventory for 100 students per day for four days in August and for 50 students per week from September through May 1st. ALF shall authorize further funds to purchase equipment as needed. Financial contributions to this project by ALF shall be made only as stipulated in the terms of this agreement. All other funds retained by ALF shall remain the sole property of ALF and are in no way committed to any other organization.
 - D. At all times this Agreement is in effect, ALF shall maintain a policy of liability insurance, naming the District as an additional insured, in the policy amount of \$1,000,000 for its volunteers and the students in conjunction with the operation of Operation School Bell®. ALF shall provide a copy of the policy to the District.

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

- E. ALF shall hold harmless, defend and indemnify the District, its officers, agents, and employees from any and all claims, demands, defense costs, loss, liability, injury or actions arising from or alleged to have arisen from any acts or omissions of ALF, its officers, agents, employees, or volunteers with respect to ALF's performance of this Agreement.

III. OBLIGATIONS OF THE DISTRICT:

- A. The District shall not be responsible for any furnishings or equipment and assumes no financial responsibility in conjunction with Operation School Bell®. The District shall maintain proper liability insurance coverage for its own personnel and for the transport to the students. The District shall provide proof of insurance to ALF.
- B. The District shall hold harmless, defend, and indemnify ALF, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense cost, loss, liability, injury, or actions arising from or alleged to have arisen from any acts or omissions of the District, its officers, agents, employees, or volunteers with respect to the performance of this Agreement.

IV. PHILANTHROPIC PROJECT OPERATION:

- A. The District's personnel shall be responsible for selecting the students in need of clothing, making appointments and necessary arrangements for transporting them to and from the premises. The District shall also obtain advance written permission from the students' parents or guardians, forms to be provided by ALF.
- B. ALF's Vice President of Philanthropic Projects shall be responsible for the project and the Operation School Bell® Committee Chairman with her committee shall organize and maintain the project. All volunteers in this project will be members of ALF.

- V. PUBLIC RELATIONS: ALF shall have sole identification with Operation School Bell® and have complete control of all publicity releases, brochures and all other written material subject to the District's written approval if the District's name is used.

- VI. EVALUATION: In consultation with the District, ALF shall evaluate this project at least annually as to the effectiveness of the overall operation.

VII. **TERM, RENEWAL AND TERMINATION:** The term of this Agreement shall be from June 1, 2009 until May 31, 2010. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this Agreement and neither party shall have any further obligation thereafter.

05/07/09
Date

Kathryn A. Kline
President, Assistance League of Fullerton

5-7-09
Date

Clara Bouvier
Recording Secretary,
Assistance League of Fullerton

5-08-09
Date

Patty Men
Vice President of Philanthropic Projects,
Assistance League of Fullerton

Date

Superintendent of Schools,
Fullerton School District



233 west amerige avenue
fullerton, california 92832

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

We're About Caring

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

This AGREEMENT is between ASSISTANCE LEAGUE OF FULLERTON, a chapter of National Assistance League®, hereinafter known as ALF, located at 233 W. Amerige, Fullerton, CA 92832 and The Fullerton School District, hereafter known as THE DISTRICT, located at 1401 Valencia Drive Fullerton, Ca 92833

- I. **PHILANTHROPIC PROJECT:** To provide **vision screening** at no charge to the District for grades K, 3 and 6 through contracted arrangements with the Southern California College of Optometry (SCCO).

- II. **ALF AGREES:**
 - A. To schedule the vision screenings in accordance with the availability of the school, members of ALF, and student clinicians and licensed faculty members of SCCO.
 - B. That the ALF vision screening chairman shall be the principal contact with personnel designated by the District.
 - C. To confer, prior to the screening, with the school principal and/or school nurse to discuss the required physical arrangements and to deliver the necessary vision screening cards, and follow-up forms.
 - D. To provide personnel to coordinate the screening teams, record findings, compile data, render reports.
 - E. That the extent of the financial obligations by ALF to this project shall be restricted to the terms as stipulated in this AGREEMENT.
 - F. To provide vision screening sessions in compliance with California Education Code sections CEC 49452 and 49455.

- G. At all times during the term of this agreement, ALF shall maintain a policy of general liability insurance, naming SCHOOL as an additional insured, in an amount of not less than \$1,000,000.00 single limit. ALF shall hold harmless, defend and indemnify SCHOOL, its officers, employees and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions including attorney's fees arising from or alleged to have arisen from any acts of omissions of ALF, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. ALF shall provide SCHOOL a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to SCHOOL before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.

III. DISTRICT AGREES:

- A. To assign contact persons for ALF vision screening chairman and committee.
- B. To provide the necessary assistance required in the scheduling of the school and in the follow-up procedures.
- C. To provide suitable facilities in each school for the vision screening during school hours.
- D. To provide personnel to schedule and conduct the children to and from the vision screening area and to report further examination findings to parents.
- E. At all times during the term of this agreement, SCHOOL shall maintain a policy of general liability insurance, naming ALF as an additional insured, in an amount of not less than \$1,000,000.00 single limit. SCHOOL shall hold harmless, defend and indemnify ALF, its officers, employees, and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions (including attorney's fees) arising from or alleged to have arisen from any acts of omissions of the SCHOOL, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. **SCHOOL shall provide ALF a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to ALF before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.**

IV. PUBLIC RELATIONS:

- A. ALF retains the right to review and approve all publicity releases which may be issued by DISTRICT regarding ALF and/or its philanthropic projects.
- B. Likewise, DISTRICT retains the right to review and approve all publicity released by ALF regarding this vision screening project.

- V. **EVALUATION:** In consultation with the DISTRICT ALF shall evaluate this project at least annually as to the effectiveness of the overall operation.
- VI. **TERM, RENEWAL AND TERMINATION:** The term of this Agreement shall be from September 1, 2009 until May 31, 2010 and may be renewed annually thereafter by mutual agreement of both ALF and THE DISTRICT. However, either ALF or DISTRICT may terminate this AGREEMENT at any time by giving the other party a thirty-day written notice.

Date SUPERINTENDENT OF SCHOOLS

05/07/09
Date

Richard A. Luna
PRESIDENT, ALF

5-7-09
Date

Clara Gonzalez
RECORDING SECRETARY, ALF

05.07.09
Date

[Signature]
VISION SCREENING CHAIRMAN, ALF



233 west amerige avenue
fullerton, california 92832

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

We're About Caring

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

This Agreement is entered into by Assistance League of Fullerton, a chapter of National Assistance League®, hereafter known as ALF, located at 233 W. Amerige Avenue, Fullerton, CA 92832 and the **Fullerton School District** hereafter known as the DISTRICT, located at 1401 Valencia Dr., Fullerton, CA 92833.

- I. **PHILANTHROPIC PROJECT: ALF Vision Referral Program.** This program will provide financial assistance to children in grades K, 3 and 6 determined by the school nurse to be in need of professional eye care and who meet our requirements for financial aid.

- II. **ALF AGREES:**
 - A. ALF will ask optometrists and ophthalmologists in the community to provide a free eye examination of the referred needy students.
 - B. ALF will provide, if needed, funds for safety coated lenses and \$30.00 toward frames (parents to carry additional frame expense).
 - C. After receiving names of students needing financial help from school nurse, the DISTRICT will send a letter (Exhibit AA-1) written in English, Spanish, or other primary language of the home, explaining that financial assistance is available. If the parents want assistance they are to return registration form to the DISTRICT within thirty days (Exhibit AA-2). A self-addressed envelope will be enclosed.
 - D. After receiving the registration form from parents, via the DISTRICT, ALF will give parents the name of an eye doctor where they may get an examination and glasses for their child. (Two months time limit or doctor will be re-assigned) (Exhibit B)

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

- E. After receiving the registration form from parents, via the DISTRICT, ALF will contact eye care professional giving the name of student being referred by ALF.
- F. ALF will inform school nurses as to the status of the student's eye care as needed.
- G. ALF shall make financial contributions to this project only as stipulated in the terms of this agreement. All other funds retained by ALF shall remain the sole property of ALF and are in no way committed to any other organization.
- H. At all times during the term of this agreement, ALF shall maintain a policy of general liability insurance, naming DISTRICT as an additional insured, in an amount of not less than \$1,000,000.00 single limit. ALF shall hold harmless, defend and indemnify DISTRICT, its officers, agents, employees and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions (including reasonable attorney's fees) arising from or alleged to have arisen from any acts of omissions of ALF, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. ALF shall provide DISTRICT a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to DISTRICT before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.

III. DISTRICT AGREES:

- A. Within one month of screening by the school nurse, the DISTRICT shall provide to ALF the names and registration forms of students whose parents authorize their referral for further examination.
- B. The DISTRICT shall assume no financial responsibility in connection with this ALF Vision Referral Project.
- C. At all times during the term of this agreement, DISTRICT shall maintain a policy of general liability insurance, naming ALF as an additional insured, in an amount of not less than \$1,000,000.00 single limit. DISTRICT shall hold harmless, defend and indemnify ALF, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, loss, liability, injury or actions (including reasonable attorney's fees) arising from or alleged to have arisen from any acts of omissions of the DISTRICT, its officers, agents, employees, or volunteers with respect to the performance of this Agreement. **DISTRICT shall provide ALF a certificate of such insurance containing an endorsement requiring 30 days' written notice from the insurance company to ALF before cancellation, non-renewal, or change in the coverage, scope, or amount of any policy.**

IV. PHILANTHROPIC PROJECT OPERATION:

- A. The DISTRICT personnel shall be responsible for selecting the students in need of further eye examinations and financial aid for glasses if necessary. The DISTRICT shall forward these names and registration forms to ALF within one month of vision screening, upon parent request.
- B. After receiving the registration form from parents, via the DISTRICT, ALF will give parents the name of an eye care professional where they may get an examination and glasses for their child (Two months time limit). ALF shall assign doctors and keep school personnel informed of progress.
- C. Financial assistance will not be given to those students covered by insurance or Medi-Cal.

V. PUBLIC RELATIONS: ALF shall have sole identification with the vision referral project and have complete control of all publicity releases, brochures and all other written material subject to the District's written approval if District's name is used.

VI. EVALUATION: In consultation with the District, ALF shall evaluate this project at least annually as to the effectiveness of the overall operation.

VII. TERM, RENEWAL AND TERMINATION: The term of this Agreement shall be from September 1, 2009 until May 31, 2010. This Agreement may be renewed annually by mutual written agreement. However, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

Date Superintendent of Schools, FSD

Date Director, Special Services, FSD

05/02/09 _____
Date President, ALF

5-7-09 _____
Date Recording Secretary, ALF

05-07-09 _____
Date Vision Screening Chairman, ALF

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Mark L. Douglas, Assistant Superintendent Personnel Services

PREPARED BY: Marilee Cosgrove, Director of Child Development Services

SUBJECT: APPROVE CONTRACT AGREEMENTS WITH BOYS AND GIRLS CLUB OF FULLERTON, CITY OF FULLERTON, AND YMCA OF ORANGE COUNTY, NORTH COUNTY BRANCH, FOR SERVICES PROVIDED IN SUPPORT OF PROPOSITION 49 GRANT-FUNDED AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR JULY 1, 2009 THROUGH JUNE 30, 2012

Background: The contract agreements are for a 36-month continuation of services contingent upon annual renewal by the California Department of Education After School Program.

<u>Community-Based Organization</u>	<u>Schools</u>	<u>Students</u>	<u>Funding Amount</u>
Boys and Girls Club of Fullerton	Commonwealth	84	\$102,060.00
	Valencia Park	100	\$121,500.00
City of Fullerton	Maple	84	\$102,060.00
	Orangethorpe	151	\$183,465.00
YMCA of Orange County, North County Branch	Woodcrest	100	\$ 97,200.00

Rationale: The Proposition 49 Grant-Funded After School Program has been a collaboration between the Fullerton School District and these community-based organizations to serve 1,307 students daily since the inception of the program.

Funding: Payment solely from Proposition 49 Grant-Funded After School Education and Safety Program.

Recommendation: Approve contract agreements with Boys and Girls Club of Fullerton, City of Fullerton, and YMCA of Orange County, North County Branch, for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for July 1, 2009 through June 30, 2012.

MC:ln
Attachments



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Boys and Girls Club of Fullerton, 348 W. Commonwealth Ave., Fullerton, California 92832, 714.871.1391** hereinafter referred to as "CONTRACTOR".

WHEREAS, the DISTRICT has applied for and received a grant from the State of California under the After School Education and Safety ("ASES") program, Education Code section 8482 et seq.; and

WHEREAS, the DISTRICT wishes to contract with partners in the Fullerton community to provide after school programs pursuant to the ASES grant at specified DISTRICT schools during the school year, to be funded from the ASES grant for up to thirty-six (36) months; and

WHEREAS, CONTRACTOR wishes to provide such after school programs in exchange for funding under the ASES grant.

NOW Therefore the parties agree as follows:

1. Services to be provided by CONTRACTOR:

The Boys and Girls Club of Fullerton will provide an after school program that is in compliance with the After School Education and Safety grant. A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program day (180 days) with a minimum of 1 hour devoted solely for homework/academic support and 2 hours of enrichment activities. The funding amount in Section 2 reflects a maximum of 84 participants at Commonwealth Elementary School and 100 participants at Valencia Park Elementary School. The maximum adult/student ratio is not to exceed 1/20. In addition, funding is based on daily attendance and accurate records are to be maintained at each

program site. Site supervisors will implement appropriate student signing in and out procedures. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. This contract is effective July 1, 2009. This contract is for thirty-six (36) months and is contingent upon maintaining program standards, attendance and annual program renewal.

DISTRICT has the right to establish the standards by which the quality of the program is assessed.

2. Term. CONTRACTOR shall commence providing services under this Agreement on a date mutually agreed upon by DISTRICT and CONTRACTOR in compliance with a timeline identified by the California Department of Education and will diligently perform as required and complete its performance by a date not to exceed 36 months, effective beginning with the 2009-2010 school year. The term of 36 months is contingent on annual renewal of the program by California Department of Education After School Programs.

3. (a) Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee of **\$223,560.00 annually, based on maintaining at least 85% daily attendance. (\$6.75 per student, 180 days.) Monthly invoices will be submitted to the DISTRICT's Child Development Services Office with an attached copy of attendance records.**

(b) Expenses. DISTRICT shall not be liable to CONTRACTOR in addition to the above compensation for any costs or expenses incurred by CONTRACTOR in performing services for DISTRICT.

4. Independent Contractor. CONTRACTOR, in performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature to which DISTRICT employees are normally entitled including but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the 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. **CONTRACTOR will provide the DISTRICT with proof that the CONTRACTOR has provided any employee working under the terms of this grant with appropriate Worker's Compensation and/or State Unemployment Compensation. In addition, CONTRACTOR shall provide proof that all employees have been fingerprinted.**

5. 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. **This includes, but is not limited to, craft supplies, music CD's, tapes, sound equipment, nature study materials, sports equipment, games, field trip entrance fees, transportation for field trips, special presentations.**

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, records, 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 part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

7. 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 on the name of DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the materials for any purpose and in any medium.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONTRACTOR only for services satisfactory rendered to the date of termination. Written notice by the DISTRICT shall be deemed given when received by the CONTRACTOR or not later than three (3) days after the date of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by CONTRACTOR; (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; (c) inability to properly perform services; or (d) CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the **thirty (30)** days cease and terminate. On 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 services 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 the DISTRICT shall be deemed given when received by the other party, or no later than three (3) days after the date of mailing, whichever is sooner.

9. 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 expenses, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages: (1) death or bodily injury to person; (2) injury, 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.

10. Insurance. Pursuant to Section 9, CONTRACTOR agrees to carry comprehensive general and automobile liability insurance with limits of **Three Hundred Thousand and One Hundred Thousand (\$300,000 and \$100,000) Dollars** 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." **No later than 15 days after date of signing of the Agreement**, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

11. Assignment. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

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

13. 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.

14. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede 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.

15. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. 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.

17. 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

CONTRACTOR

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

Boys and Girls Club of Fullerton
348 W. Commonwealth Ave
Fullerton, CA 92832

18. 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 in oared or invalidated in any way.

19. 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.

**THIS AGREEMENT IS ENTERED
INTO THIS 1ST DAY OF JULY 2009**

DISTRICT

CONTRACTOR

By: _____
Mitch Hovey, Ed.D.

By: _____
Fred Johnson

Its: Superintendent

Its: Chief Financial Officer



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **City of Fullerton, 303 W. Commonwealth Ave., Fullerton, California 92832, 714.738.6390,** hereinafter referred to as "CONTRACTOR".

WHEREAS, the DISTRICT has applied for and received a grant from the State of California under the After School Education and Safety ("ASES") program, Education Code section 8482 et seq.; and

WHEREAS, the DISTRICT wishes to contract with partners in the Fullerton community to provide after school programs pursuant to the ASES grant at specified DISTRICT schools during the school year, to be funded from the ASES grant for up to thirty-six (36) months; and

WHEREAS, CONTRACTOR wishes to provide such after school programs in exchange for funding under the ASES grant.

NOW Therefore the parties agree as follows:

1. Services to be provided by CONTRACTOR:

The City of Fullerton will provide an after school program that is in compliance with the After School Education and Safety grant. A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program day (180 days) with a minimum of 1 hour devoted solely for homework/academic support and 2 hours of enrichment activities. The funding amount in Section 2 reflects a maximum of 84 participants at Maple Elementary School and 151 participants at Orangethorpe Elementary School. The maximum adult/student ratio cannot exceed 1/20. Provisions will be made by the City of Fullerton to accommodate staff out on sick leave and/or vacation. In

addition, funding is based on daily attendance and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. This contract is effective July 1, 2009. This contract is for thirty-six (36) months and is contingent upon maintaining program standards, attendance and annual program renewal.

DISTRICT has the right to establish the standards by which the quality of the program is assessed.

2. Term. CONTRACTOR shall commence providing services under this Agreement on a date mutually agreed upon by DISTRICT and CONTRACTOR in compliance with a timeline identified by the California Department of Education and will diligently perform as required and complete its performance by a date not to exceed 36 months, effective beginning with the 2009-2010 school year. The term of 36 months is contingent on annual renewal of the program by the California Department of Education After School Programs.

3. (a) Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee of **\$285,525.00 annually, based on maintaining at least 85% daily attendance. (\$6.75 per student, 180 days.) Monthly invoices will be submitted to the DISTRICT's Child Development Services Office with an attached copy of attendance records.**

(b) Expenses. DISTRICT shall not be liable to CONTRACTOR in addition to the above compensation for any costs or expenses incurred by CONTRACTOR in performing services for DISTRICT.

4. Independent Contractor. CONTRACTOR, in performance of this Agreement shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature to which DISTRICT employees are normally entitled including

but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the 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. **CONTRACTOR will provide the DISTRICT with proof that the CONTRACTOR has provided any employee working under the terms of this grant with appropriate Worker's Compensation and/or State Unemployment Compensation. In addition, CONTRACTOR shall provide proof that all employees have been fingerprinted.**

5. 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. **This includes, but is not limited to, craft supplies, music CD's, tapes, sound equipment, nature study materials, sports equipment, games, field trip entrance fees, transportation for field trips, special presentations.**

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, records, 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 part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

7. 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 on the name of DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the materials for any purpose and in any medium.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONTRACTOR only for services satisfactory rendered to the date of termination. Written notice by he

DISTRICT shall be deemed given when received by the CONTRACTOR or not later than three (3) days after the date of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by CONTRACTOR; (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; (c) inability to properly perform services; or (d) CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the **thirty (30)** days cease and terminate. On 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 services 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 the DISTRICT shall be deemed given when received by the other party, or no later than three (3) days after the date of mailing, whichever is sooner.

9. 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 expenses, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages: (1) death or bodily injury to person; (2) injury, 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.

10. Insurance. Pursuant to Section 9, CONTRACTOR agrees to carry comprehensive general and automobile liability insurance with limits of **Three Hundred Thousand and One Hundred Thousand (\$300,000 and \$100,000) Dollars** 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." **No later than 15 days after date of signing of the Agreement,** CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insured under said policy.

11. Assignment. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

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

13. 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.

14. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede 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.

15. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. 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.

17. 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

CONTRACTOR

City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832

18. 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 in oared or invalidated in any way.

19. 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.

THIS AGREEMENT IS ENTERED
INTO THIS 1ST DAY OF JULY 2009

DISTRICT

CONTRACTOR

By: _____
Mitch Hovey, Ed.D.

By: _____
Joe Felz

Its: Superintendent

Its: Parks and Recreation Director



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **YMCA of Orange County North Orange County Branch, 200 Youth Way, Fullerton, California 92832, 714.879.9622**, hereinafter referred to as "CONTRACTOR".

WHEREAS, the DISTRICT has applied for and received a grant from the State of California under the After School Education and Safety ("ASES") program, Education Code section 8482 *et seq.*; and

WHEREAS, the DISTRICT wishes to contract with partners in the Fullerton community to provide after school programs pursuant to the ASES grant at specified DISTRICT schools during the school year, to be funded from the ASES grant for up to thirty-six (36) months; and

WHEREAS, CONTRACTOR wishes to provide such after school programs in exchange for funding under the ASES grant.

NOW Therefore the parties agree as follows:

1. Services to be provided by CONTRACTOR:

The YMCA of Orange County North Orange County Branch will provide an after school program that is in compliance with the After School Education and Safety grant. A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program day (180 days) with a minimum of 1 hour devoted solely for homework/academic support and 2 hours of enrichment activities. The funding amount in Section 2 reflects a maximum of 80 participants at Woodcrest Elementary School. The maximum adult/student ratio cannot exceed 1/20. Provisions will be made by the YMCA to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily

attendance and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. This contract is effective July 1, 2009. This contract is for thirty-six (36) months and is contingent upon maintaining program standards, attendance and annual program renewal.

DISTRICT has the right to establish the standards by which the quality of the program is assessed.

2. Term. CONTRACTOR shall commence providing services under this Agreement on a date mutually agreed upon by DISTRICT and CONTRACTOR in compliance with a timeline identified by the California Department of Education and will diligently perform as required and complete its performance by a date not to exceed 36 months, effective beginning with the 2009-2010 school year. The term of 36 months is contingent on annual renewal of the program by California Department of Education After School Programs.

3. (a) Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement a total fee of **\$97,200.00 annually, based on maintaining at least 85% daily attendance. (\$6.75 per student, 180 days.) Monthly invoices will be submitted to the DISTRICT's Child Development Services Office with an attached copy of attendance records.**

(b) Expenses. DISTRICT shall not be liable to CONTRACTOR in addition to the above compensation for any costs or expenses incurred by CONTRACTOR in performing services for DISTRICT.

4. Independent Contractor. CONTRACTOR, in performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature to which DISTRICT employees are normally entitled including but not limited to, State Unemployment Compensation or Worker's Compensation.

CONTRACTOR assumes the 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. **CONTRACTOR will provide the DISTRICT with proof that the CONTRACTOR has provided any employee working under the terms of this grant with appropriate Worker's Compensation and/or State Unemployment Compensation. In addition, CONTRACTOR shall provide proof that all employees have been fingerprinted.**

5. 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. **This includes, but is not limited to, craft supplies, music CD's, tapes, sound equipment, nature study materials, sports equipment, games, field trip entrance fees, transportation for field trips, special presentations.**

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, records, 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 part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

7. 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 on the name of DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the materials for any purpose and in any medium.

8. Termination. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONTRACTOR only for services satisfactory rendered to the date of termination. Written notice by the

DISTRICT shall be deemed given when received by the CONTRACTOR or not later than three (3) days after the date of mailing, whichever is sooner.

DISTRICT may also terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by CONTRACTOR; (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; (c) inability to properly perform services; or (d) CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the **thirty (30)** days cease and terminate. On 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 services 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 the DISTRICT shall be deemed given when received by the other party, or no later than three (3) days after the date of mailing, whichever is sooner.

9. 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 expenses, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages: (1) death or bodily injury to person; (2) injury, 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.

10. Insurance. Pursuant to Section 9, CONTRACTOR agrees to carry comprehensive general and automobile liability insurance with limits of Three Hundred Thousand and One Hundred Thousand (\$300,000 and \$100,000) Dollars 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." **No later than 15 days after date of signing of the Agreement**, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

11. Assignment. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

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

13. 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.

14. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede 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.

15. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. 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.

17. 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

CONTRACTOR

YMCA of Orange County,
North County Branch
200 Youth Way
Fullerton, CA 92832

18. 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 in oared or invalidated in any way.

19. 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.

THIS AGREEMENT IS ENTERED
INTO THIS 1ST DAY OF JULY 2009

DISTRICT

CONTRACTOR

By: _____
Mitch Hovey, Ed.D.

By: _____
Pete Foulke

Its: Superintendent

Its: Chief Financial Officer

CONSENT ITEM

DATE: June 30, 2009

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 REIMBURSEMENTS

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.

Alfred Acosta – Class taken through Fullerton College. Introduction to Welding 121AF. Total amount payable \$164.56

Courtney Banks – Classes taken through California State University, Fullerton. Child and Adolescent Studies: CAS 325B, CAS 490T, CAS 494, and Health Education 321. Total amount payable \$500.00.

Lisa Fiorillo-Palomino – Classes taken through California State University, Fullerton. Liberal Studies 300 and 302B. Total amount payable \$500.00.

Margarita Hernandez – Classes taken through Fullerton College. Early Childhood Education – CDES 225F and Seminar in Contemporary Curriculum Design – CDES 238F. Total amount payable \$277.58.

Lucy Kalache – Classes taken at Fullerton College. Introduction to Elementary Classroom Teaching and Observation – CDES 261, Survey of Children’s Literature – English 239F and Intermediate Algebra Math 040F. Total amount payable \$297.50.

Teresa Mejia – Class taken at Santa Ana Canyon College. American Government and Politics – PS101. Total amount payable \$122.64.

Wilson Rabor – Classes taken at Santa Ana College. Art – 100, Introduction to Education 100 and Philosophy 110. Total amount payable \$214.00

Melinda Taylor – Classes taken at Cerritos College. Survey of Special Education – CDSE 50, Introduction to Speech/Language Pathology and Beginning American Sign Language. Total amount payable \$242.56.

Elizabeth Vosseler – Classes taken at California State University, Fullerton. Introduction to Communicative Disorder, Introduction to Sign Language and Developmental Psychology and Mainstreaming - Special Education 411. Total amount payable \$500.00.

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

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

Recommendation: Approve classified tuition reimbursements.

MD:KC:ph

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: APPROVE SUBMISSION TO THE CALIFORNIA DEPARTMENT OF EDUCATION OF PART I OF THE CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS FOR THE 2009/2010 SCHOOL YEAR

Background: The purpose of Part I of the Consolidated Application is for the Local Education Agency (LEA) to declare their intent to apply for specified categorical programs for the 2009/2010 school year. The Consolidated Application, Part I is aligned with the No Child Left Behind Act of 2001 and includes information related to state and federal program eligibility, intent to participate, and compliance assurances.

The Consolidated Application includes Federal Title I Part A (Improving the Academic Achievement of the Disadvantaged); Title II Part A (Teacher Quality); Title III (Language Instruction for Limited-English Proficient and Immigrant Students); Title IV Part B (Safe and Drug Free Schools and Communities); programs and State Economic Impact Aid (EIA-Limited English Proficient); Peer Assistance and Review (PAR); School Safety and Violence Prevention; and Middle and High School Supplemental Counseling programs.

A copy of the Consolidated Application is available in the Superintendent's office for review.

Rationale: The Fullerton School District must submit the Consolidated Application Part I by June 30, 2009 in order to receive categorical funding.

Funding: Entitlements for these programs will be awarded in Part II of the Consolidated Application in the fall of 2009.

Recommendation: Approve submission to the California Department of Education of Part I of the Consolidated Application for Funding Categorical Aid Programs for the 2009/2010 school year.

JM:sa

CONSENT ITEM

DATE: June 30, 2009

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

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

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: **APPROVE 2009-2012 MEMORANDUM OF UNDERSTANDING (MOU) AND AGREEMENT FOR THE PROVISION OF SPECIAL EDUCATION SERVICES BETWEEN THE FULLERTON SCHOOL DISTRICT, BUENA PARK SCHOOL DISTRICT, LA HABRA CITY SCHOOL DISTRICT AND LOWELL JOINT SCHOOL DISTRICT**

Background: The Fullerton School District provides the Regionalized Program for the Moderate/Severe population in the North Orange County SELPA. Moderate Severe students are sent to the Fullerton School District from the feeder school districts of La Habra, Buena Park, and Lowell Joint School District when students residing in these districts have educational needs that are severe in nature and the home district does not have an appropriate program to meet the educational needs of these students. Based upon the costs of the programs, each district is required to sign the MOU outlining the program's excess costs and the manner in which those costs are to be distributed to those districts placing students in the regionalized program provided by the Fullerton School District.

Rationale: Throughout the State of California, special education programs are organized into separate SELPAs and within the county, SELPA regionalized programs have been established. This structure was implemented years ago due to the fact that smaller districts did not have the numbers of students necessary to have their own programs. Based upon the need for regionalized programs, a Memorandum of Understanding (MOU) is necessary to outline the program and any excess costs that are associated with the utilization of the Fullerton School District program for the severely disabled population by other districts.

Funding: Participating districts fund the excess cost amount for each student placed in the Fullerton School District program (no cost to the District).

Recommendation: Approve 2009-2012 Memorandum of Understanding (MOU) and Agreement for the Provision of Special Education Services between the Fullerton School District, Buena Park School District, La Habra City School District and Lowell Joint School District.

MLD:LH:vr
Attachment

**North Orange County
Special Education Local Plan Area
Local Education Agency
*Memorandum of Understanding and Agreement
for the Provision of Special Education Services***

WHEREAS, California Education Code section 56195 et seq. authorizes school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (“SELPA’s”) and by developing Local Plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the Local Plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, California Education Code section 56195.5 authorizes school districts and SELPA’s to enter into agreements between and among SELPA member school districts to provide for the education of special education students who may reside in other districts within a multi-district SELPA.

Now, therefore, it is hereby agreed by and between all member school districts of the NOC SELPA and by the NOCSELPA as follows:

1. Purpose

The purpose of this Memorandum of Understanding and Agreement for the Provision of Special Education Services (the “MOU”) is to address the enrollment, funding, costs and billing of special education programs and services for students with moderate to severe disabilities and/or special needs by one or more NOC SELPA member school district(s) (the “Provider District” or “Providing District”) on behalf of one or more of the NOCSELPA member districts or districts outside of the NOC SELPA with such special needs students (the “Sender District” or “Sending District”).

2. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may, in its discretion and subject to reimbursement agreements as to costs incurred, provide for the education of individual students in special education programs who reside in the Sending District(s). Education Code Section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

3. Term of Agreement

This Agreement is effective for the three period beginning July 1, 2009 through June 30, 2012.

4. Scope

The Provider District will^[RF2], consistent with Section 2, provide, maintain and operate a special education program and services for students attending NOC SELPA member school district schools with moderate to severe disabilities and/or exceptional needs (the "Provider Special Education Program"). Eligible students may be referred by the Sending District's Individual Education Program ("IEP") Team when it is jointly determined by the Sending District and the Provider District that the student's educational needs as specified in the student's IEP can be appropriately met by the Provider Special Education Program. Local education agencies that are not members of the NOCSELPA may enroll students in the Provider Special Education Program, though priority and preference is to be provided by the Provider District to students from NOCSELPA Sender Districts.

Students from the Sending District will and may be limited during the applicable school year based on the administrative parameters established by the Provider District at the Provider District's sole discretion. Class size ranges and student-teacher ratios shall be determined and maintained at the sole discretion of the Provider District and in a manner that allows the Provider District to meet the programmatic, health and safety needs of the students enrolled in the Provider Special Education Program. Any Sender District agrees to accept and waive any objections to the administrative parameters, class size ranges and student-teacher ratios as determined to be appropriate by the Provider District^[RF3].

The Provider District shall not be required to accept students^[RF4] unless the anticipated costs or additional costs to be incurred by the Provider District are addressed in advance with the Sender District and agreed by the Sender District to be covered to the satisfaction of the Provider District.

5. Annual and Triennial Reviews

For initial placement, triennial review, or a change in services specified on the current IEP of a Sending District's student enrolled or to be enrolled in the Providing District's Special Education program, the Sending District must provide to the Provider District a representative authorized to approve the allocation of specified resources of the Sending District resources necessary for the implementation of their student(s)' IEP(s) to attend the IEP Team meeting, and assure access to and availability of that representative throughout the course of services by the Provider District.

The Sending District shall thereafter be notified by the Providing^[RF5] District of the annual reviews of their student(s)' IEP via certified mail or confidential email^[RF6] and shall provide^[RF7] a representative to participate in the Providing District's IEP Team's review, development and amendment of the IEP for each of the Sending District's student(s) enrolled in the Providing District's Special Education program. If the Sending District chooses not send a representative to participate in an annual review by the Providing District's IEP Team after receiving notice from the Providing District, the Providing District's IEP Team shall obtain written permission from the Sending District

and amend the IEP of the Sending District's student in order to meet the educational, health and safety needs of the Sending District's student^[RF8]. The Sending District shall continue to be responsible for all services provided by non-public agencies. As provided by state and federal law and regulations, the Sending District shall monitor and participate in their students' educational program under the Provider Special Education Program.

In the event that special education placement of a student is at issue between the Provider District and the Sending District, the Sending and Provider District shall collaborate to provide ongoing educational services to the Sending District's student so as to minimize the potential of an adverse impact to the student's education^[RF9].

6. Student Count/Enrollment

A count of the number of students enrolled in the Provider Special Education Program shall be taken by the Providing District on the fifteenth day of each calendar month of the academic year, which runs from July 1 to June 30 of the following year. A student shall be counted by the Providing District as "enrolled" for the entire month and will be billed accordingly if they are enrolled on the fifteenth day of the month^[RF10].

Pupils continuing in the Provider Special Education Program from the previous academic year shall be counted as "enrolled" in the Provider Special Education Program on the first school day in September of the academic year unless written notification of withdrawal is received by the Providing District from either the parent/guardian of the student or the Providing District^[RF11]. If a continuing student has not attended the Provider Special Education Program by the fifth (5th) school day of the first school month, the Provider District shall notify the Sending District of the student's absence and a determination shall be made between the Providing District Special Education Administrator and Sending District Special Education Administrator regarding the continued enrollment of that student in the Provider Special Education Program.

7. Definitions

- a. "Provider Special Education Program" are the special education classes and support services operated by the Provider District as a member local education agency and member of the NOC SELPA.
- b. "Special Education Program Income" shall be defined as the sum of all marginal^[RF12] State and Federal funds generated by or on behalf of students enrolled in the Provider Special Education Program.
- c. "Special Education Program Expenditures" shall include Direct Costs^[RF13] multiplied by an allocation factor, which includes Support Costs and Indirect Costs, attributable to the Provider Special Education Program, as delineated in the approved billing model appended and incorporated by reference as part of this

MOU. This allocation and the allocation factor shall be at the sole discretion of the Providing District.

- d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the Provider Special Education Program divided by the Average Number of Students enrolled in the Provider Special Education Program during the academic year.
- e. "Average Number of Students" shall refer to the total of the number of students counted on the fifteenth (15th) school day of each calendar month divided by the number of calendar months in the period specified^[RF14].

8. Funding/Billing

In consideration of the enrollment of a Sending District's student(s) in the Provider Special Education Program operated by the Provider District, the Sending District transferring students to the Provider Special Education Program agrees to pay and shall pay the Provider District for Special Education Programs and related services rendered on a per pupil basis as follows:

- a. The Providing District will bill the Sending District for each child from the Sending District who was enrolled in the SH Program on the 15th of the month, with payment due from the Sending District to the Providing District within thirty (30) days of receipt. The form of the bill will be in accordance with the appended approved billing model. A quarterly billing will be sent based upon an estimate of the final bill as follows^[RF15]: September, October and November will be billed by December 31. December, January and February will be billed by March 31st. March and April will be billed by May 31st. May and June will be billed by October 15th based upon the previous financial years audited actuals. The Sending District will thus need to accrue for at least two month's invoices at year-end.

A final accounting, accompanied by completed forms and invoices with all supporting documentation^[RF16] will be sent by the Provider District to the Sending District by October 15 of the ensuing academic year. Any corrections to the costs resulting from adjustments to income or expenditure calculation for a prior year billed by the Provider District related to the Provider Special Education Program, shall be credited or billed to the Sending District affected by the correction or adjustments.

- b. Special Circumstance Aide - If the Provider District believes that a moderate/severe or special needs student may need additional support to receive educational benefit from participation in the Provider District program, the Sending District will be notified in writing of the need for a Special Circumstance Aide Evaluation. The Sending District, within sixty (60) days^[RF17] of receipt of the notice, shall request that the Provider District complete this evaluation or the

Sending District may have the option to perform the evaluation. Based upon the outcome of this evaluation, the IEP Team, with representation from the Sending District present, may determine that additional personnel is needed for the student to benefit from his/her educational placement within the Provider District program. This must be documented within the student's IEP. A Special Circumstance Addendum must be mutually agreed upon by the IEP Team and signed off for approval by the Sending District and the Provider District. The Sending District shall be responsible for the total cost of the additional personnel as specified in the student's IEP.

- c. The following documents shall be used as a basis for all Provider Special Education costs and figures reported by the Provider District~~(RF18)~~, and shall constitute sufficient supporting documentation from the Providing District in compliance with Section 8(a):

- Monthly Pupil Count
- Average Daily Attendance Calculation
- Program Cost Report
- Program Summary Report
- In-House Accounting Reports

- d. Income and expenditures shall be listed in accordance with the most recent California School Accounting Manual Standardized Account Code Structure for Special Education.
- e. Any dispute as to a Provider District's invoice by a Sending District must be submitted in writing to the Provider District Special Education Administrator, with a copy to the Provider District Business Official within thirty (30) days of receipt by the Sending District. A failure on the part of the Sending District to timely object and subject objections in writing in compliance with this provision shall be deemed acceptance of the invoice for payment without objection or reduction.

9. Transportation

The Sending District transporting students enrolled in the Provider Special Education Program to the Provider District shall ensure that the transportation carriers arrive at the applicable Provider District school site in sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays in the arrival of the transportation carriers requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up by the Provider District may result in additional charges to the Sending District for the resulting costs incurred by the Provider District. At all times the Sending District shall remain solely liable for, and shall defend, indemnify and hold harmless the Provider District, for any claims, losses, damages or liabilities of any kind or description arising out of transportation or the actions or omissions to act of the transportation carriers.

10. Projected Enrollment

In order to assist the Provider District in planning for housing and staffing needs for the Provider Special Education Program, the Sending District shall submit to the Provider District, in writing, on or before December 15 of the preceding year, the number of students reasonably projected to be enrolled by the Sending District in the Provider Special Education Program for the ensuing academic year^[RF19].

11. Program Cost

By May 30 of each year, the Provider District shall deliver to the Sending District, an estimate of the projected amount to be billed per child for the upcoming year. This estimate will provide the basis for the first three billings as more fully described in Section 8a (Funding and Billing).

12. No Waiver

No provision of this MOU may be waived unless in writing and signed by the parties involved^[RF20]. Waiver of any one provision shall not be deemed to be a waiver of any other provision. This MOU may be modified or amended only by a subsequent written agreement signed by the parties^[RF21] involved. Further, the failure of the Provider District in any one or more instances to insist upon performance in any one instance or instances of any of the terms of this MOU or to exercise any option at one time or later times herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

13. Hold Harmless

To the extent permitted by law, and except for the acts, omissions to act or intentional conduct of employees, agents and officers of the Sending District or third parties not under the direction or control of the Provider District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature arising from or reasonably connected to the Provider District's performance of services related to the Provider Special Education Program during the term of this MOU^[RF22].

To the extent permitted by law, and except for the acts, omissions to act or intentional conduct of employees, agents and officers of the Provider District or third parties not under the direction or control of the Sending District, the Sending District hereby agrees to hold harmless, indemnify and defend the Provider District and its governing board, its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature arising directly or indirectly from or connected with the performance of services related to the Provider Special Education Program during the term of this Agreement.^[RF23]

14. Complete Agreement

This document is the complete agreement of the all signatories to this MOU. This MOU contains the sole and entire agreement and understanding of the signatories with respect to the entire subject matter, and any and all prior discussions, negotiations, commitments and understandings related hereto are merged herein. No representations, oral or otherwise, express or implied, other than those contained in this MOU, have been made by any party. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto. Any amendments hereto shall be in a subsequent writing and shall be dated and executed by all signatories to this MOU.

15. Governing Law; Venue, Dispute Resolution^[RF24]

This MOU shall be governed by and construed in accordance with the internal laws of the State of California applicable to the performance and enforcement of contracts made within such state, without giving effect to the law of conflicts of laws applied thereby.

In the event that any dispute shall occur between or among the parties arising out of or resulting from the construction, interpretation, performance, enforcement or any other aspect of this MOU, it is the intent of the parties that issues be resolved at the lowest possible level. If a member school district disagrees with a decision or practice of another member school district under the terms of this MOU, that member school district has a responsibility to discuss and attempt resolution of the disagreement with the member district involved in a prompt time frame not to exceed sixty (60) days from the disagreement first arising. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the assistance of the respective SELPA Director or his/her designee. Informal resolution efforts shall commence and be completed within sixty (60) days unless the parties involved, in their sole and separate discretion, agree to extend this time frame and do so in a signed writing.

If this process does not resolve the matter, the parties agree to submit the dispute to formal third party mediation. The parties will make a good faith effort to mutually agree to a mediator with expertise related to the dispute. If the parties cannot agree on a mediator within thirty (30) days, the parties shall, or one of the parties shall submit the dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Rules, which mediation shall be scheduled and completed within ninety (90) days unless the parties involved, in their sole and separate discretion, agree to extend this time frame and do so in a signed writing.

Any dispute unresolved in mediation, arising from a dispute arising under this MOU, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the parties agree, which agreement shall be in the sole discretion of each party, a mediator involved in the parties' mediation may be asked to serve as the arbitrator.

Each party shall bear its own costs and expenses and an equal share of the mediator's and/or arbitrator's and administrative fees[RF25].

In the event the timeline(s) set forth above are not met, the step in the process shall not be required and the parties shall proceed to the next step in the dispute resolution process.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed.

APPROVED BY:

BY: _____
(Authorized Agent Signature)

(Print Name)

DATE: _____

APPROVED BY:

FULLERTON SCHOOL DISTRICT

BY: _____
(Authorized Agent Signature)

(Print Name)

DATE: _____

Fullerton School District
Moderate/severe Program Excess Cost Analysis

Numbers are for illustrative purposes only

Fiscal Year	Cost Center	20XX-XX	Comments
Moderate/severe Pupil Count		95.00	
Moderate/severe ADA		75.00	
Revenue Limit			
BRL/ADA		\$ 5,300	District BRL/ADA OCDE
Moderate/severe ADA		75.00	
Total Revenue Limit Sources		\$ 397,500	
AB-602 Revenue			
Base Entitlement		\$ 7,000,000	NOCSELPA Funding Model
Supplement to Base Rate		\$ 200,000	Section 1, line E
COLA/ADA		\$ 200,000	Section 1, line F
Growth/(Decline)/ADA		\$ 300,000	Section 2 - COLA , line G
Total AB-602 Base Funding		\$ 7,700,000	Section 3 - Growth
Total District ADA		12,833.00	Section 4, line 1
AB-602 Amount per ADA		\$ 600	
Moderate/severe ADA		75.00	
AB-602 Moderate/severe Entitlement		\$ 45,002	
Lottery			
Moderate/severe ADA		\$ 100	Excludes Prop 20 revenue & expenses
Total Lottery Funding		\$ 7,500	
Total Revenue		\$ 450,002	
Revenue/ADA		\$ 6,000	
Direct Costs & Support Costs			
Moderate/severe Special Day Class	121	\$ 1,700,000	
Extended Year Moderate/severe Special Day Class	123	\$ 150,000	
Moderate/severe Special Day Class	125	\$ 350,000	
DIS Moderate/severe	141	\$ 750,000	
Total Per Ledgers		\$ 2,950,000	
Less: DIS Moderate/severe	141	\$ (750,000)	
Adjusted Direct Costs		\$ 2,200,000	
Total Support & Indirect Costs		\$ 1,100,000	
Percent Support & Indirect Costs		50.00%	
Total Expenses		\$ 3,300,000	
Cost per Pupil		\$ 34,737	
Cost pe ADA		\$ 44,000	
Excess Cost		\$ 2,849,998	
Excess Rate/Pupil		\$ 30,000	
Add: Facility Cost/Pupil		-	Included in Total Support & Indirect Costs
Total Excess Cost/Pupil		\$ 30,000	
Total Moderate/severe Pupil Count		95.00	
Total Program Excess Cost		\$ 2,849,998	

Total Excess Cost Amount per District		
Buena Park		\$ 60,000
La Habra		\$ 90,000
Lowell		\$ 150,000
Fullerton		\$ 2,549,998
	Total	\$ 2,849,998
Amount Paid by District		
Buena Park		\$ -
La Habra		\$ -
Lowell		\$ -
	Total	\$ -
Accounts Receivable by District		
Buena Park		\$ 60,000
La Habra		\$ 90,000
Lowell		\$ 150,000
	Total	\$ 300,000
Pupil & ADA Data		
Moderate/severe Pupil Count		
Buena Park		2.00
La Habra		3.00
Lowell		5.00
Fullerton		85.00
	Total Moderate/severe Pupil Count	95.00
Moderate/severe ADA		
	Total Moderate/severe ADA	75.00

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: APPROVE SCIENCE KIT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SCIENCE WORKS CONSORTIUM COMMENCING JULY 1, 2009 AND TERMINATING JUNE 30, 2010

Background: Fullerton School District joined Science Works Consortium (a collaboration of the Huntington Beach City School District, Fountain Valley School District and the Westminster School District) to enhance and strengthen science instruction. The Consortium provides opportunities for the District to collaborate with these three districts to access professional development, science resources and curriculum. In addition, the Consortium refurbishes the hands-on science materials kits for the implementation of science lessons. This Agreement continues the 2004/2005 contract approved by Parker and Covert LLP and risk management (ASCIP).

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

Funding: Costs are not to exceed \$150.00 per kit. Fullerton School District anticipates refurbishment of 1,150 kits during the year. The total will not exceed \$98,250.00 and will be paid from Beckman Science Grant Funds and science donations.

Recommendation: Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2009 and terminating June 30, 2010.

JM:BD:ts
Attachment

ScienceWorks

June 6, 2009

Mitch Hovey, Ed.D.
Superintendent
Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

Dear Dr. Hovey,

The ScienceWorks Consortium is very happy to again offer the services of their Materials Resource Center to the Fullerton School District for the 2009-2010 academic year.

Enclosed please find the Science Kit Agreement. All three of the ScienceWorks Consortium Superintendents have signed the document. As soon as the document is signed and has been approved by your Board of Trustees please return it to me. I will send copies of the document to all four districts and retain the original in the ScienceWorks files.

Thank you for your continued support and respect for the wonderful workers we have at our Materials Resource Center. If I may be of any further assistance please do not hesitate to call upon me. Everyone at ScienceWorks wants to make sure we meet all of your expectations with outstanding quality and service.

Sincerely,



Susie Crandall
ScienceWorks Coordinator
Phone (714) 843-3270
FAX (714) 843-3265
crandallsu@fvsd.k12.ca.us

SCIENCE KIT AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2009, between Huntington Beach City School District, Fountain Valley School District, Westminster School District, hereinafter referred to as "ScienceWorks Consortium," and FULLERTON SCHOOL DISTRICT hereinafter referred to as "District."

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

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

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

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

PART I. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE CONSORTIUM

A. For Curriculum

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

B. For Professional Development

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

C. For Leadership and Administration

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

PART III. JOINT RESPONSIBILITIES AND PRIVILIGES

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

ScienceWorks
Huntington Beach City School District
20451 Cramer Lane
Huntington Beach, CA 92646
Attention: Lynn Bogart, Assistant Superintendent

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

ScienceWorks
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attention: Rosemary Eadie, Assistant Superintendent

ScienceWorks
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attention: Susan Crandall, Science Coordinator

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

- B. Consortium shall be compensated by District at the rates specified in Attachment A for refurbishment of the science kits. Refurbishment of the kits is defined as completing an inventory, cleaning the kit, and restocking all consumable items. Replacement of nonconsumable items will be completed and District will be invoiced. These rates are subject to adjustment each fiscal year commencing July 1, 2009 upon at least sixty (60) days written notice on or before each May 1 and may be reduced if **joint** funding/grant/donations are secured to reduce cost of refurbishment materials and material center overhead expenses.

Services provided by Consortium shall include:

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

PART IV. PERIOD OF AGREEMENT

- A. The term of this Agreement shall be for one (1) year, commencing July 2009 and ending June 30, 2010, unless sooner terminated as provided for in paragraph B below. This Agreement may be renewable at the option of the parties at the end of the one-year term of the Agreement.
- B. This Agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party.
8. The Science Kits will at all times be the property of the District. Promptly upon termination of this AGREEMENT, the District will retrieve all District Science Kits and the Consortium will submit an invoice to the District for the services not previously paid as compensation prior to the date of termination.

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

For Fullerton School District

By: Mitch Hovey, Ed.D
Name

Supt., Fullerton School District
Title

Signature

Date

For ScienceWorks Consortium

By: Dr. Roberta DeLuca
Name

Supt., Huntington Beach City School District
Title


Signature

6-03-09
Date

By: Marc Ecker, Ed.D.
Name

Supt., Fountain Valley School District
Title


Signature

6/2/2009
Date

By: Sharon Nordheim, Ed.D
Name

Supt., Westminster School District
Title


Signature

6-05-09
Date

See attached Indemnification and Insurance Attachment B

ATTACHMENT A

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

Projected Cost for Fullerton School District 2009-2010

	National Kits	FDS Kits	Sub-Total
Number of Kits	160	990	1,150
Kit Refurbishment Cost	\$24,000	\$74,250	\$98,250
		Total	\$98,250

*Projection is based on number of kits refurbished for Fullerton School District during 2008-2009 and a reduction to only two kits per year for the K-2 classes in 2009-2010 as directed in the email memo dated May 7, 2009 from Fullerton School District Program Coordinator, Becky D'Arrigo.

ATTACHMENT B

INDEMNIFICATION AND INSURANCE

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

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

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

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

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

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: APPROVE 2009/2010 INDEPENDENT CONTRACTOR MASTER CONTRACTS WITH ABRAMSON AUDIOLOGY DBA HEAR NOW, ALLIED INTERPRETING SERVICE, INC., ANAHEIM HILLS SPEECH & LANGUAGE CENTER, DR. CHRIS DAVIDSON, THE DAYLE MCINTOSH CENTER, DR. KAREN DYMOND, GOODWILL INDUSTRIES OF ORANGE COUNTY (ATEC), MELINDA J. HEISE, DR. KRISTEN D. IVERSON, MAXUM PHYSICAL THERAPY, DR. DAVID MONKARSH, MUSIC THERAPY SERVICE OF ORANGE COUNTY, THE REHABILITATION INSTITUTE OF SOUTHERN CALIFORNIA (RIO), UNITED CEREBRAL PALSY ASSOCIATION OF ORANGE COUNTY, WEST SHIELD ADOLESCENT SERVICES, AND WORLD ACCESS FOR THE BLIND

Background: Independent contractors are occasionally utilized to provide specific services, and are usually the result of due process cases.

The rates for these Independent Contractors are as follows:

Abramson Audiology:

Auditory Processing Evaluation	\$ 485.00
Auditory Services/IEP Mtg/Attend	\$ 85.00/hour
Legal Consultation	\$ 185.00/hour
Records Review	\$ 85.00/hour

Allied Interpreting Service, Inc.:

Spanish Interpreters	\$ 295.00-325.00 per half day
Other Languages	\$ 395.00-495.00 per half day

Anaheim Hills Speech & Language Center:

Cost of Evaluation	\$ 250.00/hour
--------------------	----------------

Dr. Chris Davidson:

Set Up & Training of Parent	\$ 150.00 per student
-----------------------------	-----------------------

The Dayle McIntosh Center: (2 hour minimum for all services)

Interpreter Service

8:00 a.m.-5:00 p.m. weekdays w/three bus. days notice before 8:00 a.m. and after 5:00 p.m. or weekends or holidays or less than three bus. days notice	\$ 60.00/hour
	\$ 80.00/hour

Emergency Services \$ 100.00/hour

Dr. Karen Dymond, Neuropsychologist:
Therapy/Dr. Dymond \$ 150.00/hour
Therapy/Dr. Dehghi (associate) \$ 125.00/hour
Assessment \$ 150.00/hour

Goodwill Industries of Orange County (ATEC):
Assessments (9 hr. minimum) \$ 105.00/hour
Training \$ 105.00/hour
Travel \$ 25.00/hour
plus mileage per mile \$ 0.505

Melinda J. Heise, Speech Pathologist, has an hourly rate of \$120.00 for all services.

Dr. Kristen D. Iverson, Clinical Psychologist, has an hourly rate of \$160.00 for consultation services.

Dr. David Monkarsh, Clinical Psychologist, has an hourly rate of \$150.00.

Music Therapy Service of Orange County:
Assessment, I.E.P. & Report \$ 350.00
Office Treatment \$ 82.00/hour
Consultation \$ 90.00/hour

The Rehabilitation Institute of Southern California:
Physical Therapy Evaluation \$ 155.00/hour
Occupational Therapy Evaluation \$ 155.00/hour
Speech Therapy Evaluation \$ 180.00/hour
Hydrotherapy Treatment \$ 150.00/hour
Physical Therapy Treatment \$ 130.00/hour
Occupational Therapy Treatment \$ 130.00/hour
Speech Therapy Treatment \$ 130.00/hour
Child Development/Center Base Program \$ 39.95/hour
Child Development/Home Visit Program \$ 59.95/hour
I.E.P Meetings \$ 50.00/hour
Transportation (within 10-mi. radius) \$ 9.00/round trip

United Cerebral Palsy:
In-home Infant Stimulation \$ 120.00/hour
Occupational and Physical Therapy \$ 135.00/hour

West Shield Adolescent Services:
Airfare (Subject to current competitive rates)
Lead Agent \$ 81.00/hour
Back Up Agent \$ 57.00/hour
Administration Time \$ 70.00/hour
Mileage \$ 0.55/mile

World Access for the Blind has an hourly rate of \$99.00, which includes orientation and mobility with consultations in the areas of behavior and sensory processing therapies.

Rationale: Specific services are often not available within the District or Nonpublic Agency. These Independent Contractors are utilized when the District is unable to find the appropriate service provider. Often these providers are used on a limited basis.

Funding: Total cost of these contracts is to be in the amount of the individual service Contracts (0142054201-5805).

Recommendation: Approve 2009/2010 Independent Contractor Master Contracts with Abramson Audiology dba Hear Now, Allied Interpreting Service, Inc., Anaheim Hills Speech & Language Center, Dr. Chris Davidson, The Dayle Mcintosh Center, Dr. Karen Dymond, Goodwill Industries of Orange County (ATEC), Melinda J. Heise, Dr. Kristen D. Iverson, Dr. David Monkarsh, Music Therapy Service of Orange County, The Rehabilitation Institute of Southern California (RIO), United Cerebral Palsy Association of Orange County, West Shield Adolescent Services, and World Access for the Blind.

MD:LH:vr

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: APPROVE 2009/2010 NONPUBLIC AGENCY MASTER CONTRACTS WITH ADVANTES SPEECH THERAPY SERVICES, AUTISM PARTNERSHIP, AUTISM SPECTRUM CONSULTANTS, AUTISM SPECTRUM THERAPIES, BETH BALLINGER, VISION THERAPIST, CENTER FOR AUTISM AND RELATED DISORDERS (CARD), CHILDREN'S THERAPY CENTER, COAST SPEECH PATHOLOGY AND ASSOCIATES, COMPREHENSIVE EDUCATIONAL SERVICES (ACES), CORNERSTONE THERAPIES, COYNE AND ASSOCIATES, CUMBERLAND THERAPY SERVICES, EDUCATIONAL BASED SERVICES FOR SPEECH PATHOLOGY SERVICES, GALLAGHER PEDIATRIC THERAPY, IRVINE THERAPY SERVICES, LINDAMOOD-BELL LEARNING PROCESSES, MAXUM PHYSICAL THERAPY, NEWPORT LANGUAGE AND SPEECH CENTER, OPTOMETRIC CENTER OF FULLERTON, ORANGE COUNTY THERAPY SERVICES, PACIFIC CHILD AND FAMILY ASSOCIATES, LLC., PACIFIC COAST SPEECH SERVICES, INC., SPEECH & LANGUAGE PROFESSIONAL SERVICES, THE READING AND LANGUAGE CENTER, ABBY ROZENBERG/JENNIFER OBHOLZ, RUSSO, FLECK & ASSOCIATES, SEEK EDUCATION, INC., SKY PEDIATRIC, INC., SPEECH PATHOLOGY ASSOCIATES, TUSTIN SPEECH AND LANGUAGE CENTER, AND VISTA BEHAVIOR CONSULTING

Background: These nonpublic agencies support student educational programs through a variety of services not available within the District programs. Such services may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Advantes Speech Therapy Services:

Speech-Language Therapy	\$ 95.00/hour
Speech-Language Therapy @ Clinic	\$ 125.00/hour
Speech-Language Assessment	\$1125.00

Autism Partnership:

Behavior Intervention:

Program Specialist	\$ 65.00/hour
Program Coordination	\$ 95.00/hour
Program Development	\$ 200.00/hour
	\$ 250.00/hour off site
Parent Training	\$ 95.00/hour
Behavior Assessment	\$ 200-250/hour
Psychological Testing	\$ 200.00/hour
	\$ 250.00/hour off site

Autism Spectrum Consultants, Inc.:	
Clinical Supervision	\$ 110.00/hour
Workshop Supervision	\$ 135.00/hour
Therapist/School Shadowing/ Home therapy	\$ 56.50/hour
IEP (Attend)	\$ 110.00/hour
Autism Spectrum Therapies:	
Behavioral Needs Assessment	\$ 150.00/hour
Functional Behavioral Assessment	\$2500.00 flat rate
Direct Intervention	\$ 75.00/hour
Supervision	\$ 125.00/hour
Program Development	\$ 125.00/hour
Consultation	\$ 125.00/hour
Workshops	\$ 200.00/hour
Beth Ballinger, Vision Therapist:	
Visual Evaluation	\$ 150.00/hour
Visual Perceptual Testing battery/includes report	\$ 525.00 per
Vision Training	\$ 120.00/hour
Progress Evaluation	\$ 70.00/half hour
Special Circumstance/Dr. home visits	\$ 175.00/hour (2 times per week)
Center for Autism and Related Disorders (CARD):	
Therapy/Tutor	\$ 51.50/hour
Supervision	\$ 128.50/hour
Consultation	\$ 225.00/hour
Intake Evaluation Plus Report	\$ 550.00
Evaluation & Report by Supervisor	\$ 450.00
Travel	\$ 25.00/hour
Assessment	\$ 128.50/hour
Children's Therapy Center:	
Speech & Language Therapy	
School	\$ 87.00/50 minutes
Clinic	\$ 82.00/50 minutes
Occupational Therapy	\$ 82.00/hour
Physical Therapy	\$ 82.00/hour
IEP Attendance, 2-hr. minimum	\$ 87.00/hour
Coast Speech Pathology and Associates:	
Speech & Language Assessment	\$ 145.00/hour
Speech & Language Therapy/Office	\$ 110.00/hour
Speech & Language Therapy/Home	\$ 145.00/hour
Attendance at IEP	\$ 165.00/hour
Academic Assessment	\$ 145.00/hour
Audiometric Screening	\$ 50.00
Educational Therapy/Tutoring	\$ 100.00/hour
Selected Inservices	\$ 150.00/hour
Mileage	\$.55/mile

Comprehensive Educational Services (ACES):	
Behavior Intervention – Implementation	\$ 45.00/hour
BID/Supervision	\$ 125.00/hour
Parent Counseling & Training	\$ 125.00/hour
Travel – Behavior Intervention Develop.	\$ 75.00/hour
Travel – Behavior Intervention Implementor	\$ 20.00/hour
Speech & Language Therapy:	
Individual	\$ 125.00/hour
Group	\$ 80.00/hour
IEP Meeting/Attendance	\$ 125.00/hour
Cornerstone Therapies:	
In-Center Therapy/OT, PT	\$ 85.00/hour
In-School Therapy/OT, PT	\$ 100.00/hour
Speech & Language Therapy	
School	\$ 100.00/hour
Center	\$ 85.00/hour
IEP Meetings	\$ 100.00/hour
Group Therapy	\$ 45.00/hour
Evaluation	\$ 225.00/2 hours
	\$ 85.00/Additional hour
Coyne and Associates:	
Consultation	\$ 80.00/hour
Supervision of ABA Program	\$ 80.00/hour
Ph.D. Supervision	\$ 125.00/hour
Tutors/Discrete Trial Teachers	\$ 80.00/hour
Cumberland Therapy Services:	
Speech Therapist, SLP-CCC	\$ 91.00/hour
Speech Therapist Assistant	\$ 69.00/hour
Occupational/Physical Therapy	\$ 79.00/hour
School Psychologist	\$ 74.00/hour
Educational Based Services for Speech Pathology Services has an hourly rate of \$60.00.	
Gallagher Pediatric Therapy:	
Occupational/Physical Therapy	
Evaluation	\$ 200.00
Occupational/Physical Therapy	
– Individual	\$ 83.00/hour
Occupational/Physical Therapy	
– Consultation	\$ 83.00/hour
Occupational Group (2-3 kids)	\$ 160.00/hour
Occupational Group (4-5 kids)	\$ 300.00/hour
Occupational Group (6-8 kids)	\$ 450.00/hour
Occupational Group (9-13 kids)	\$ 550.00/hour
Occupational Group (14+ kids)	\$ 650.00/hour
SIPT	\$ 450.00
I.E.P. Meeting	\$ 83.00/hour

Irvine Therapy Services:	
Occupational Therapy	\$ 107.00/hour
Classroom Consultation	\$ 150.00/45 min.
IEP Meeting	\$ 200.00/hour
Annual Reassessment	\$ 300.00
Lindamood-Bell Learning Processes:	
Diagnostic Evaluation – Full	\$ 645.00
Diagnostic Evaluation – Partial	\$ 425.00
Diagnostic Evaluation Report	\$ 200.00
Clinical Treatment	\$ 89.00/55 min.
Consultation	\$ 125.00/hour
Maxum Physical Therapy:	
Speech Therapy	\$ 80.00/hour
In-home Speech Therapy	\$ 100.00/hour
IEP Attendance	\$ 100.00/hour
Newport Language and Speech Center:	
Individual Treatment Session	\$ 117.00/hour
Group Treatment Session	\$ 90.00/hour
Evaluations, Assessments, and IEP's	\$ 150.00/hour
Onsite Rate (4 hr. minimum)	\$ 72.00/hour
PT Onsite Rate	\$ 72.00/hour
Optometric Center of Fullerton:	
Comprehensive Eye Exam	\$ 89.00
Visual Efficiency Exam	\$ 120.00
Visual Info Processing Exam	\$ 240.00
Dyslexia Exam	\$ 55.00
Dr. Attendance at IEP Meeting	\$ 150.00
VT Equipment Rental	
General Equipment	\$ 40.00
Computer Equipment	\$ 150.00
VT Session/Post Exam	\$ 70.00
Review of Outside Records	\$ 100.00/hour
Orange County Therapy Services:	
Physical/Occupational/ Speech Therapy @ clinic/on site	\$ 80.00/45 min.
Evaluation	\$ 264.00
Tri-annual assessments/testing inc.	\$ 264.00
Pacific Child and Family Associates, LLC.:	
1:1 Classroom Aide	\$ 45.00/hour
Behavior Therapist (Discrete Trial)	\$ 45.00/hour
Master's Level Supervision	\$ 90.00/hour
Doctoral Level Supervision	\$ 125.00/hour
Pacific Coast Speech Services, Inc.:	
Speech Therapy Services	\$ 88.00/hour

The Reading and Language Center:	
Therapy	\$ 85.00/hour
Social Skills Group	\$ 120.00/hour
Speech Assessment	\$ 225.00/hour
Academic Assessment	\$ 450.00
Speech & Language Assessment	\$ 450-900.00
IEP Meeting	\$ 85-100.00/hour
Abby Rozenberg/Jennifer Obholz:	
Speech and Language Rates --	\$ 125.00/hour
In-Clinic Therapy	\$ 125.00/hour
Out of Clinic Therapy	\$ 135.00/hour
Evaluations	\$1000-1600.00/case
IEP Meeting Attendance	\$ 135.00/hour
Russo, Fleck & Associates:	
Physical or Occupational Therapy	\$ 85.00/45-minute session
IEP Meeting	\$ 100.00 per hour
Evaluation/Assessment	\$ 125.00 per hour
Re-evaluation	\$ 100.00 per session
Consultation	\$ 100.00 per session
SEEK Education, Inc.:	
Behavioral Consultation	\$ 107.89/hour
Sr. Consultation by Director	\$ 115.00/hour
Behavioral Technician	\$ 54.24/hour
Behavioral Assessment	\$ 104.75/hour
Psychological Review	\$ 150.00/hour
Travel Time	\$.505/mile
Sky Pediatric, Inc.:	
Occupational, Physical, or Speech	
In-Clinic Therapy	\$ 90.00/hour
School Site Therapy/Consultation	\$ 110.00/hour
IEP Attendance	\$ 90.00/hour
Speech & Language Professional Services:	
Speech-Language Services Bilingual	\$ 87.00/hour
Speech-Language Services Regular	\$ 83.00/hour
Speech Pathology Associates:	
Therapy	\$ 120.00/hour
I.E.P. Meetings	\$ 125.00/hour
Group Therapy	\$ 75.00/hour
Group Social Skills	\$ 75.00/hour
Auditory Processing Evaluation	\$ 400-1,000.00
Speech Evaluation	\$ 400.00
Speech & Language Evaluation	\$ 800.00
Tustin Speech and Language Center:	
Speech & Language Development and Remediation	\$ 110.00/hour
Assistive Technology Services	\$ 110.00/hour
Occupational Therapy Services	\$ 125.00/hour

Vista Behavior Consulting:	
Behavior Intervention	\$ 52.00/hour
Behavior Intervention (Development & Modification)	\$ 95.00/hour
Supervision/Clinic	\$ 95.00/hour
Psychological Services	\$ 180.00/hour
Workshops/Training Discussed based on needs	

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

Funding: Total cost of these contracts is to be in the amount of the individual service contract(s) (0115554101-5866).

Recommendation: Approve 2009/2010 Nonpublic Agency Master Contracts with Advantes Speech Therapy Services, Autism Partnership, Autism Spectrum Consultants, Inc., Autism Spectrum Therapies, Beth Ballinger, Vision Therapist, Center For Autism and Related Disorders (CARD), Children's Therapy Center, Coast Speech Pathology and Associates, Comprehensive Educational Services (ACES), Cornerstone Therapies, Coyne and Associates, Cumberland Therapy Services, Educational Based Services for Speech Pathology Services, Gallagher Pediatric Therapy, Irvine Therapy Services, Lindamood-Bell Learning Processes, Maxum Physical Therapy, Newport Language and Speech Center, Optometric Center of Fullerton, Orange County Therapy Services, Pacific Child and Family Associates, LLC., Pacific Coast Speech Services, Inc., The Reading and Language Center, Abby Rozenberg/Jennifer Obholz, Russo, Fleck & Associates, Seek Education, Inc., Sky Pediatric, Inc., Speech & Language Professional Services, Speech Pathology Associates, Tustin Speech and Language Center, and Vista Behavior Consulting.

MLD:LH:vr

CONSENT ITEM

DATE: June 30, 2009

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Lourene Happoldt, Director, Student Support Services

SUBJECT: APPROVE 2009/2010 NONPUBLIC SCHOOL MASTER CONTRACTS WITH ALTON SCHOOL, BEACON DAY SCHOOL, BLIND CHILDREN’S LEARNING CENTER, CINNAMON HILLS YOUTH CRISIS CENTER, COPPER HILLS YOUTH CENTER, DEVEREAUX TEXAS TREATMENT CENTER, EXCELSIOR YOUTH CENTERS INCORPORATED, MARDAN SCHOOL, ORALINGUA SCHOOL, PROVIDENCE SPEECH AND HEARING CENTER, PROVO CANYON SCHOOL, PYRAMID AUTISM CENTER, ROSSIER PARK SCHOOL, SPEECH AND LANGUAGE DEVELOPMENT CENTER AND THERAPEUTIC EDUCATION CENTER (TEC)

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

The rates for these nonpublic schools are as follows:

Alton School:

Basic Education/Daily Rate	\$ 114.00/day
Individual Student Counseling	\$ 60.00/hour
Transportation/Daily Round Trip	\$ 34.00/day
Aide	\$ 11.60/hour

Beacon Day School:

Special Education Instruction	\$ 208.46/day
Behavior Aide	\$ 90.00/day
Counseling Individual	\$ 135.00/hour
Counseling Group	\$ 90.00/hour
Speech & Language by C.C.C.	\$ 100.00/hour
Speech & Language by SLPA	\$ 85.00/hour
Occupational Therapy	\$ 85.00/31-60 min.
Physical Therapy	\$ 85.00/31-60 min.
1:1 Behavioral Support Specialist	\$ 35.00-55.00/hour
IEP for OT, PT, & LAS	\$ 85.00-100/hour
Consultation	\$ 100.00/hour
Evaluation	\$ 100.00/hour
Fair Hearing	\$ 100.00/hour

Blind Children’s Learning Center:

Daily Rate	\$ 139.00/day
------------	---------------

Designated Instructional Services	\$ 90.00/hour
1:1 Paraeducator	\$ 90.00/day

Cinnamon Hills Youth Crisis Center:

Psychological Services	\$ 135.00/hour
Speech and Language	\$ 85.00/hour
Occupational Therapy	\$ 85.00/hour
Per Diem	\$ 160.00/day

Copper Hills Youth Center has an all-inclusive daily rate of \$135.00.

Devereaux Texas Treatment Network:

Special Education @ League City	\$ 125.94/day
Special Education @ Victoria	\$ 135.96/day
One-to-one	\$ 20.00/hour
Speech and Language	\$ 65.00/session
Psychological Evaluation	\$ 350.00/evaluation

Excelsior Youth Centers Incorporated:

Instruction	\$ 75.14/day
Speech and Language Therapy	\$ 100.00/hour

Mardan School has a daily rate of \$172.00.

Oralingua School:

Instruction	\$ 126.30/day
Speech & Language Services	\$ 110.00/hour
Occupational Therapy	\$ 90.00/hour
IEP Attendance	\$ 100.00/hour

Providence Speech and Hearing Center:

Individual Speech/Language Therapy	\$ 110.00/hour
Speech/Language Evaluation	\$ 300.00
I.E.P. Meeting	\$ 110.00/hour
San Jose Preschool	\$ 720.00/month
Jumpstart Early Intervention Preschool	\$ 110.00/day
Audiological Evaluation	\$ 150.00
Pediatric Audiological Eval. (0-7 yrs.)	\$ 160.00
OT Evaluation and OT Therapy	\$ 110.00/hour

Provo Canyon School:

Education Services	\$ 156.00/day
Includes instruction, materials, supplies	
Speech and Language Therapy	\$ 60.00/hour
Occupational Therapy	\$ 70.00/hour
Transportation	\$ 10.00/hour

Pyramid Autism Center has a daily rate of \$225.00.

Rossier Park School:

Basic Education/Daily Rate	\$ 154.00/day
Speech & Language	\$ 75.00/hour
Adaptive Physical Education	\$ 64.00/hour

One-on-one Aide	\$ 15.00/hour
Transportation – under 20 miles	
Round Trip (zone 1)	\$ 35.50/day
One Way	\$ 17.75/ 1/2 day
Transportation – 21-30 miles	
Round Trip (zone 2)	\$ 40.50/day
One Way	\$ 20.25/half day
Transportation – 31-40 miles	\$ 45.50/day
Transportation – 41-50 miles	\$ 55.50/day
Lunch	\$ 1.90/day
Speech and Language Development Center:	
Daily School Program	\$ 135.50/day
Speech & Language Therapy	\$ 81.50/hour
Adaptive Physical Education	\$ 81.50/hour
Occupational/Physical Therapy	\$ 81.50/hour
Counseling	\$ 81.50/hour
Auditory Training	\$ 75.00/hour
Social Skills	\$ 81.50/hour
One-on-one Aide	\$ 14.00/hour
Transportation	
Buena Park & Bordering Cities	\$ 34.00/day
Outside above area	\$ 40.50/day
Therapeutic Education Centers (TEC):	
Daily Rate/180-day School Year	\$ 163.00/day
Parent Counseling	\$ 105.00/hour
Behavioral Services	\$ 105.00/hour
One-on-one Aide in Class	\$ 115.00/day
One-on-one Aide in Transit	\$ 60.00/day
Transportation – 0-24 miles	\$ 42.00/day
Transportation – 25-49 miles	\$ 52.00/day
Transportation – 50+ miles	\$ 62.00/day

Rationale: The Nonpublic Schools referenced above are utilized when the District does not have an appropriate educational placement in which to provide a child with a Free and Appropriate Public Education (FAPE). These placements are utilized after all other educational placements for the student have been implemented without success.

Funding: Total cost of these contracts is to be in the amount of the individual service contracts (0115554101-5865).

Recommendation: Approve 2009/2010 Nonpublic School Master Contracts with Alton School, Beacon Day School, Blind Children’s Learning Center, Cinnamon Hills Youth Crisis Center, Copper Hills Youth Center, Devereaux Texas Treatment Center, Excelsior Youth Centers Incorporated, Mardan School, Oralingua School, Providence Speech and Hearing Center, Provo Canyon School, Pyramid Autism Center, Rossier Park School, Speech and Language Development Center and Therapeutic Education Center (TEC).

MLD:LH:vr

CONSENT ITEM

DATE: June 30, 2009

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

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

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE FULLERTON COLLABORATIVE FOR 2009/2010**

Background: Fullerton School District has been working in a joint project with the Fullerton Collaborative since its inception. The Collaborative shares the District's basic interests in serving the children and families of the Fullerton community. Through this cooperative venture the Collaborative has been offered access to district students, facilities and personnel as we jointly seek ongoing financial support, community input, improve student success and raise community awareness to the services available to students and their families. This agreement allows for current executive director to continue in her role and maintain her status with the Fullerton School District as an employee.

Rationale: Due to the partnership and collaborative efforts that have taken place over these many years, it is important that the Fullerton Collaborative and Fullerton School District continue in efforts to work together to meet the learning needs of all students.

Funding: Funded by the Fullerton Collaborative.

Recommendation: Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Collaborative for 2009/2010.

MD:md
Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Fullerton School District and The Fullerton Collaborative is for the purpose of supporting and sustaining the Fullerton Collaborative.

Responsibilities of The Fullerton Collaborative:

- 1) Provide up to \$51,266* for one year to support the salary, benefits, health and welfare of the Fullerton Collaborative Executive Director at 60% full time equivalent hours. Salary is based on the appropriate Step/Column rate for a Fullerton School District Teacher on Special Assignment. \$20,000 will be provided by September 1, 2009 with the remainder by May 15, 2010.
*Any salary or benefit increase will be adjusted accordingly and be funded by the Fullerton Collaborative.
- 2) Work collaboratively with the Fullerton School District to support its efforts to seek grants for school programs.
- 3) Assist the District and schools to link with community partners for support services that will benefit students and their families.
- 4) Increase awareness of schools regarding community services that may be of benefit to students and their families.
- 5) Assist the District in obtaining community input when requested by the District.
- 6) Support the District in its efforts to meet the needs of all students.

Responsibilities of the Fullerton School District:

- 1) Provide a 0.6 FTE Fullerton Collaborative Executive Director through the 09/10 school year, covering all salary, benefit, health and welfare costs for this position.
- 2) Provide office space, computer and phone access for the Executive Director.
- 3) Actively participate in The Fullerton Collaborative meetings and designate a liaison staff person to be contact for the Collaborative members who seek to partner with the District.
- 4) Collaborate on grant and fund development opportunities with the Fullerton Collaborative in order to raise funds to support The Fullerton Collaborative, including support for The Fullerton Collaborative in its grant applications as appropriate.

Fullerton School District

The Fullerton Collaborative

Date

Date

CONSENT ITEM

DATE: June 30, 2009
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE SUPERVISED FIELDWORK AGREEMENT WITH CHAPMAN UNIVERSITY SPEECH LANGUAGE PATHOLOGY EDUCATION PROGRAM FOR 2009-2014**

Background: Fullerton School District has been a highly sought after partner with various universities for the supervision and training of their credential candidates. This agreement allows the District to be a fieldwork site for Chapman University students within the communication sciences/disorders program. The program offers valuable experience under the expert supervision of Fullerton School District staff and allows the District to attract potential candidates to our speech program.

Rationale: The agreement will allow for the training of future speech pathologists and allow for payment to supervising staff within the Fullerton School District.

Funding: Not applicable.

Recommendation: Approve supervised fieldwork agreement with Chapman University Speech Language Pathology Education Program for 2009-2014.

MD:md
Attachment



CHAPMAN UNIVERSITY
COLLEGE OF EDUCATIONAL STUDIES

**CHAPMAN UNIVERSITY
SPEECH LANGUAGE PATHOLOGY (SLP) EDUCATION PROGRAM**

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork your District will be participating with Chapman University.

TEACHER EDUCATION

SCHOOL PSYCHOLOGY

COMMUNICATION SCIENCES/DISORDERS

SCHOOL COUNSELING

EDUCATION ADMINISTRATION

THIS AGREEMENT, entered into by and between the Chapman University College of Educational Studies of Chapman University, hereinafter called the "UNIVERSITY," and the Fullerton School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the Speech Language Pathologist (SLP) or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK

SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX VI-B of the Council of Academic Accreditation (CAA) document regarding the FIELDWORK SITE's supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY. Specifically, SLP students will be supervised by a district employed speech language pathologist with a master's degree in the field who currently holds a Certificate of Clinical Competence (CCC).
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE and shall do so if the FIELDWORK SITE so requests.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.
- D. Both parties agree to provide evidence of insurance as follows:
 - a. Commercial General Liability Insurance, written on an occurrence form, with limits as follows:

i. Each Occurrence	\$1,000,000
ii. Products/Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. General Aggregate	\$3,000,000

- v. Each party agrees to name the other party as an additional insured as their interests may appear relative to all operations under the term of this Agreement.
 - b. Business Automobile Liability Insurance for owned, scheduled, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
 - c. Workers' compensation insurance as required by state law within the site of operations of this Agreement, with employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
 - d. Professional liability insurance coverage for all students and professional staff participating under the terms of this Agreement, with limits in the minimum amount of one million dollars (\$1,000,000) per claim or per occurrence and one million dollars (\$1,000,000) in the aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
 - e. The Insured party shall provide a Certificate of Insurance, satisfactory to the other party, evidencing the above coverages, said Certificate of Insurance to provide for thirty (30) days advance written notice to the other party of any modification, change, or cancellation of any of the above insurance coverage.
 - f. Each insurance policy shall be issued by an insurance company authorized to do business in the State or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.
- E. The UNIVERSITY agrees to indemnify, save harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- F. The FIELDWORK SITE agrees to indemnify, save harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- G. The parties agree the students considered learners who are fulfilling specific requirements for field experiences as part of a degree requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Worker's Compensation or any other employee benefit.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out.

- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

(Please affix a label with contact information with Fieldwork Site Information) Chapman University, One University Drive
Orange, CA 92866 (P) 714-997-6590
Attn. Associate Vice-Chancellor
Ellen Curtis-Pierce Ph.D.

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement represents the parties' final and complete agreement with regard to the subject matter contained herein. As such, it supersedes any change in, modification of or addition, amendment or supplement to this Agreement shall be valid only if set forth in writing, signed and dated by all parties hereto to the Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective July 1, 2009 and shall continue in full force and effect through June 30, 2014.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with thirty (30) days prior written notice; unless all parties agree to earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

For the School District: Name & Title (Print): Mark Douglas, Assistant Superintendent

Signature & Date: Mark Douglas 5/28/09

For Chapman University: Daniele Struppa, Ph.D., Chancellor

Signature & Date: _____

Appendix A
Payment for Master Teacher's for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 250.00 Master Clinician stipend per twelve (12) week session of full-time student teaching consisting of 3 units for Speech Language Pathology candidates.

\$ 250.00 Master Clinician stipend per sixteen (16) week session of full-time student teaching consisting of 3 units for Speech Language Pathology Service Credential candidates.
- (b) \$ 250.00 Master Clinician stipend per sixteen (16) session of full-time student teaching consisting of 3 units for Speech Language Pathology Service Credential (Special Education) candidates;
- (c) Faculty Associate semester stipend of \$50 for each College of Educational Studies student completing Praxis course requirements in his/her class;
- (d) Communication Sciences and Disorders Faculty semester stipend of \$400 for the first College of Educational Studies student assigned to his/her classroom and \$300 for each additional College of Educational Studies student assigned to his/her classroom.

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

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

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

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and that they have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and that they have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without substitute permits may not be asked by the school districts to serve and be compensated for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of twelve (12) weeks for elementary credential candidates (for this, the elementary credential candidate receives six (6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) weeks for secondary credential candidates (for this, the secondary credential candidate receives six (6) semester units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of sixteen (16) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) semester units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of sixteen (16) for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) semester units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single for a single sixteen (16) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

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

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary

teams.

- c. Developing, implementing and evaluating academic and behavioral interventions
- d. Providing counseling and other mental health interventions.
- e. Home, school, community collaboration: working with parents and community members.
- f. Learning about, helping develop, or evaluating policy, practices and programs.
- g. Participating in professional development activities.
- h. Participating in individual or group supervision.
- i. Learning about and using technology and information systems.
- j. Learning about Individual differences and student diversity.

- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff; provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

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

CONSENT ITEM

DATE: June 30, 2009

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

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

SUBJECT: **ADOPT DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2009/2010 SCHOOL YEAR**

Background: As of 1996, a “Declaration of Need for Fully Qualified Educators” must be completed and adopted yearly based on the anticipated need for the subsequent school year. This Declaration must be Board adopted and submitted to the Commission on Teacher Credentialing before any credentials may be renewed.

The Fullerton School District has the following general needs that may be met through the emergency credential process:

- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3.
- All core academic subject teachers to become NCLB compliant.
- Filling English language development, special education positions for which a specialist credential is required in addition to a basic teaching credential.
- Filling preschool, special education positions for which a specialist credential is required.
- Filling junior high positions for which qualified teachers are difficult to find, i.e., home economics, health, foreign language, science, math, English language learners.
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education.
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.

Rationale: The Board of Trustees is required to adopt the “Declaration of Need for Fully Qualified Educators” at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District’s specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Not Applicable.

Recommendation: Adopt Declaration of Need for Fully Qualified Educators for the 2009/2010 school year.

MD:cs
Attachment



State Of California
 Commission On Teacher Credentialing
 Certification, Assignment and Waivers Division
 Box 944270
 Sacramento, CA 94244-2700

Telephone:
 (916) 445-7254 or (888) 921-2682
 E-mail: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2009/2010

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Fullerton School District District CDS Code: 66506

Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 30 / 09 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2010.

Submitted by (Superintendent, Board Secretary, or Designee):

Mark Douglas

Asst. Supt., Personnel Services

714-447-7538

Name

714-447-7450

Signature

Title

Fax Number

Telephone Number

Date

1401 W. Valencia Drive, Fullerton, CA 92833

Mailing Address

Mark_Douglas@fsd.k12.ca.us

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD (applicant already holds teaching credential)	15
BCLAD (applicant already holds teaching credential)	5
List target language(s) for BCLAD: _____ _____	
Resource Specialist	2
Teacher Librarian Services	_____
Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in multiple subject and single subject areas.

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	10
TOTAL	15

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for more details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable teacher is not available to the school district, the district made a reasonable effort to recruit an individual for the assignment, in the following order:

- An individual who is scheduled to complete initial preparation requirements within six months
- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. Fullerton School District participates with OCDE Intern Programs

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

CSUF, CSULB, Chapman, Biola, CalTeach, National, Azusa, Whittier and
Orange County Department of Education

If no, explain why you do not participate in an internship program.

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: **ADOPT RESOLUTION 09/10-01 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES TO THE GENERAL FUND FOR 2009/2010**

Background: State apportionment deferrals have an immediate impact upon the District's General Fund which could cause difficulty in meeting current obligations. With the potential for further deferral of state funding, the District may temporarily need to borrow from other funds to meet its current expenditure obligations.

It is anticipated that the District's cash flow will be low for July 2009 through June 2010. The District may borrow up to \$10 million from other funds to cover the General Fund cash flow needs. The actual amount to borrow will be determined in June 2010. Loan shall be repaid in the same fiscal year or no later than 120 days of year end. The General Fund may borrow up to 75% of the money held in any fund during the current fiscal year.

Rationale: In order to meet anticipated cash flow demands of the District, the District will likely need to temporarily borrow sufficient funds to meet expenditure obligations during the 2009/2010 fiscal year.

Funding: General Fund (01).

Recommendation: Adopt Resolution 09/10-01 to establish temporary interfund transfers of special or restricted fund monies to the General Fund for 2009/2010.

GC:SS:sg
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION NO. 09/10-01

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS
OF SPECIAL OR RESTRICTED FUND MONIES**

ON MOTION of Member _____, seconded by Member _____,
the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Fullerton School District, in accordance with the provisions of Education Code Section 42603 adopts the following authorization for fiscal year 2009/2010 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

<u>FUND NO.</u>	<u>DESCRIPTION</u>
01	General Fund
14	Deferred Maintenance Fund
17	Special Reserve for Non Capital Outlay Fund
20	Special Reserves for Post-Employment Benefits
21	Building Fund
25	Capital Facilities Fund
40	Special Reserve for Capital Outlay Fund
68	Self Insurance Workers' Comp
69	Self Insurance Dental Fund
81	Self Insurance Property & Liability Fund

PASSED AND ADOPTED by the Governing Board on June 30, 2009, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

I, Ellen Ballard, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 30th day of June 2009.

Ellen Ballard, Clerk/Secretary of the Governing Board

CONSENT ITEM

DATE: June 30, 2009
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 WARRANT NUMBER 1059 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$3,200.00 (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1059 for the 2008/2009 school year. The total amount presented for approval is \$3,200.00.

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

01	General Fund	<u>\$3,200.00</u>
	Total	\$3,200.00

Rationale: Warrants are used by school districts as payments for goods and services.

Funding: Funding is taken from District 40 General Fund 01.

Recommendation: Approve/Ratify warrant number 1059 for the 2008/2009 school year in the amount of \$3,200.00 (District 40, Van Daele).

GC:SS:sg

CONSENT ITEM

DATE: June 30, 2009

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

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

SUBJECT: APPROVE AGREEMENT WITH SCHOOL SERVICES OF CALIFORNIA (SSC) FOR 2009/2010

Background: The District contracts with School Services of California (SSC) for various financially related services. The services provided include:

- Budget information and assistance
- Fiscal and Legislative Updates from Sacramento
- Assistance in interpreting mandated cost claims

Note: Additional services are available upon request.

School Services of California holds a number of workshops each year related to school district financials. Because the District has a contract with SSC, District staff receives discounts at these workshops.

The cost of membership for 2009/2010 is \$3,120.00. The \$3,120.00 includes access to twelve direct service hours from SSC. All hours in excess of twelve hours would be billed per the applicable hourly rate for the person(s) performing the services. The agreement is for a period of one year, beginning July 1, 2009, and ending June 30, 2010.

Rationale: School Services of California provides up-to-date financial information on a regular basis to school districts throughout the State. This information is critical to the development of the budget and planning financial strategies for the future.

Funding: General Fund (01).

Recommendation: Approve agreement with School Services of California (SSC) for 2009/2010.

GC:gs
Attachment

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Mandate Information Services

This is an agreement between the **FULLERTON SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2009.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, SCHOOL SERVICES OF CALIFORNIA, INC., is professionally and specially trained and competent to provide these services; and,

WHEREAS, the authority for entering into this agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
 - b. Providing the option to the Client of receiving information on Consultant's Internet website regarding major school finance and policy issues.
 - c. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress.
 - d. Preliminary school district revenue limit worksheets for the Client's use in developing the annual budgets as quickly as possible following adoption of the major annual school finance legislation.
 - e. Participation at the Consultant's client rate at the Consultant's school finance conferences and workshops.
2. Consultant agrees to perform such duties relating to the education reimbursable mandated program as set forth herein. Consultant shall:

- a. Counsel the Client on information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation.
 - b. Counsel the Client on new mandates and represent the Client when appropriate before the Commission on State Mandates.
 - c. Provide the Client with information on the Consultant's mandate website regarding pending legislation, Commission on State Mandates actions, and test claims filed on new laws.
 - d. Maintain liaison with the State Controller, the Commission on State Mandates, the State Department of Finance, and the various departments whose actions relative to mandate claims impact upon the Client.
 - e. Provide one copy of each edition of the Mandate Report containing information on state-mandated reimbursement issues.
3. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including mandate counseling, revenue limit calculations, special education calculations, analysis of specific client revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used include Client-specific economy, efficiency, or management studies; demographic or school facility studies; special education revenue maximization studies; direct collective bargaining or factfinding assistance; legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
4. In consideration of the services described above, the Client agrees to pay to Consultant, for services rendered under this agreement:
- a. \$3,120 annually, plus expenses, or payable at \$260 per month, plus expenses, upon receipt of a billing from Consultant.
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 3 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site.
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as transportation, lodging, meals, long-distance telephone charges, cellular

telephone charges, FAX charges, postage, and duplication (other than for one copy of the above-mentioned publications).

5. This agreement shall be for the period of one year, beginning July 1, 2009, and terminating June 30, 2010. Either party hereto on 30 days' written notice may terminate it at any time prior to June 30, 2010. In the event that the Client elects to terminate services at the end of the agreement, the Client shall give a 30-day written notice of non-renewal. Consultant will provide continuing services for 90 days after the expiration date of the agreement or until the client provides written notice. The client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
6. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and is not an employee of the Client.

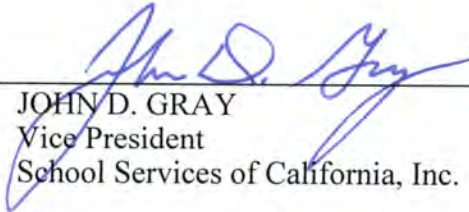
IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below:

BY: _____

Fullerton School District

DATE: _____

BY: _____


JOHN D. GRAY
Vice President
School Services of California, Inc.

DATE: May 18, 2009

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: APPROVE ORGANIZATIONAL MEMBERSHIPS FOR 2009/2010

Background: Each year the Board approves organizational memberships. These memberships provide opportunities for staff development and literature related to specific responsibility areas. Staff is requesting approval of the 2009/2010 organizational memberships listed on the attachment.

The Board will note that the annual membership costs are listed as “estimated.” Any unknown costs were increased by approximately 10% over the 2008/2009 expenditure level, even though staff does not expect the increases to be that high for the 2009/2010 year.

Rationale: Participation in organizational memberships provides additional opportunities for staff to increase knowledge and skills in specific job-related areas.

Funding: General Fund (01) and Categorical Funds.

Recommendation: Approve Organizational Memberships for 2009/2010.

GC:gs
Attachment

2009/2010 ORGANIZATIONAL MEMBERSHIPS

<u>Organizational Membership</u>	<u>Estimated Costs</u>	<u>Department</u>
California School Boards Association	\$ 11,228.00	Board Discretionary
Orange County School Boards Association	125.00	Superintendent
Assoc. of California School Administrators (ACSA)	2,080.00	Superintendent
ACSA Educational Institution Service	660.00	Superintendent
Orange County Superintendents ACSA Region XVII	500.00	Superintendent
Fullerton Chamber of Commerce	395.00	Superintendent
North Orange County Superintendents Association	150.00	Superintendent
Rotary Club of Fullerton	1,000.00	Superintendent
National School Public Relations Association	275.00	Asst. to Superintendent
California School Public Relations Assoc. (CaSPRA)	110.00	Asst. to Superintendent
CASBO (Calif. Assoc. of School Business Officials) (3)	1,166.00	Business Services
CASBO (Institutional or Associate)	650.00	Business Services
Association of California School Administrators (ACSA)	1,760.00	Business Services
CASBO (Calif. Assoc. of School Business Officials) (1)	200.00	Transportation
CASTO Calif. Assoc. of School Transportation Officials (2)	175.00	Transportation
Public Agency Risk Managers Association (PARMA)	125.00	Workers Compensation
Coalition for Adequate School Housing Maintenance Net.	209.00	Facilities Services
CASBO (Calif. Assoc. of School Business Officials) (1)	345.77	Facilities Services
American School Food Service Association (2)	162.50	Nutrition Services
Price Club/Costco (3 Memberships)	100.00	Nutrition Services
California Public Employer Labor Relations Assoc.	350.00	Certificated Personnel
Association of California School Administrators	1,430.00	Certificated Personnel
School Employees Association	1,987.00	Certificated Personnel
Edjoin	1,320.00	Certificated Personnel
Calif. Assoc. Supervisors of Child Welfare & Attd)	50.00	Child Welfare & Attendance
Needlework Guild of America (NGA)	50.00	Child Welfare & Attendance
National Association of School Nurses	135.00	Student Support Services
Coop. Org. for the Dev. of Employee Selection Process	1,750.00	Personnel Commission
California Public Employees Labor Relations	310.00	Personnel Commission
Southern California Personnel Management Assoc.	235.00	Personnel Commission
Personnel Commissioners Association of Southern Calif.	55.00	Personnel Commission
International Personnel Management Association	360.00	Personnel Commission
ACSA for the Personnel Commission	220.00	Personnel Commission
California Institute for School Improvement	800.00	Educational Services
California Science Teachers Association	100.00	Educational Services
California Math Council	90.00	Educational Services
Association for Supervision and Curriculum Development	89.00	Educational Services
California Association of Supervision & Curriculum Dev.	35.00	Educational Services

CONSENT ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Mike Brito, Workers' Compensation Coordinator
SUBJECT: **APPROVE CONTRACT WITH REPUBLIC INDEMNITY COMPANY OF AMERICA TO PROVIDE WORKERS' COMPENSATION EXCESS INSURANCE COVERAGE AT A COST NOT TO EXCEED \$62,449.00 FOR 2009/2010**

Background: The current excess workers' compensation insurance policy ends on June 30, 2009. The District is self-insured and for 2008/2009 purchased excess coverage for claims exceeding \$1,000,000.00 combined with a \$200,000.00 cash flow protection cap per claim. The policy in 2008/2009 protected the District to a limit of \$10,000,000.00. Staff recommends purchasing excess coverage with a deductible of \$1,000,000.00 combined with a \$200,000.00 cash flow protection cap per claim with a limit of \$25,000,000.00 at a total cost of \$62,449.00 for 2009/2010.

Rationale: Excess Workers' Compensation Insurance protects the District in the event of a serious injury to an employee in amounts over the self-insured maximum amount.

Funding: Workers' Compensation Fund (68).

Recommendation: Approve Contract with Republic Indemnity Company of America to provide Workers' Compensation excess insurance coverage at a cost not to exceed \$62,449.00 for 2009/2010.

GC:MB:lc

CONSENT ITEM

DATE: June 30, 2009

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

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

PREPARED BY: Ron Mullins, Supervisor, Purchasing & Stores

SUBJECT: **APPROVE MUNICIPAL LEASE AGREEMENT NUMBER CFS-1045 (02/08), ACQUISITION AGREEMENT LEASE PURCHASE NUMBER SLS-004 JANUARY 2008 CBS, BOTH WITH CANON FINANCIAL SERVICES, INC. (CFS), AND MAINTENANCE AGREEMENT SER-023 DECEMBER 2008 CBS, WITH CANON BUSINESS SOLUTIONS, INC. (CBS), FOR NEW CANON DIGITAL COPIERS IN NUTRITION SERVICES**

Background: The Fair Market Value leases on two (2) Xerox analog copiers have expired. The Nutrition Services Department wants to upgrade their copiers to modern technology digital copiers with networking, scanning, finishing, and multi-function copier capabilities. The Purchasing Department requested proposals from various copier manufacturers, including Xerox, Canon, and Konica Minolta Business Solutions. After evaluating the various copier proposals, it was determined that Canon Business Solutions, Inc., offered the best combination of digital features and the lowest lease price. The lease purchase agreement is for sixty (60) months with a \$1 lease end-purchase option at the end of the sixty-month lease period. The new digital copiers will save an estimated monthly expense of 2% over the existing analog copiers and reduce staff time duplicating times by having modern networked digital copiers.

Rationale: The current analog copiers in the Nutrition Services Department lack modern digital copier features and functions. By upgrading to newer equipment copying costs will be reduced and staff time will be better utilized.

Funding: The Nutrition Services Department will use their funding to pay for the monthly lease purchase agreement, services, and supplies (\$80.40 per month for two machines; \$274 per month for two machines).

Recommendation: Approve Municipal Lease Agreement Number CFS-1045 (02/08), Acquisition Agreement Lease Purchase Number SLS-004 January 2008 CBS, both with Canon Financial Services, Inc. (CFS), and Maintenance Agreement SER-023 December 2008 CBS, with Canon Business Solutions, Inc. (CBS), for new Canon digital copiers in Nutrition Services.

GC:gs
Attachment



Canon Financial Services, Inc. ("CFS")

P.O. Box 4004
Carol Stream, Illinois 60197-4004

Municipal Fiscal Funding Addendum

Agreement Number:	CFS-2020 (11/04)
Agreement Date:	

GOVERNMENTAL ENTITY	
Complete Legal Name	FULLERTON SCHOOL DISTRICT ("Customer")

THIS ADDENDUM WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

The Customer warrants that it has funds available to pay the lease payments ("Payments") payable pursuant to the lease agreement (the "Agreement") between Customer and CFS until the end of its current ^{FISCAL YEAR} ~~appropriation~~ ^{FISCAL YEAR} period and warrants that it presently intends to make Payments in each ^{FISCAL YEAR} ~~appropriation~~ ^{FISCAL YEAR} period from now until the end of the Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Agreement. ~~notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with the Agreement, and thereupon, Customer shall be released of its obligations to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement, (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS,~~ ^{RM 06/22/09} In the event Customer returns the Equipment pursuant to the terms of this Addendum and the Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment. ^{UNTIL THE END OF CURRENT FISCAL PERIOD RM 06/22/09}

The undersigned represents and warrants to CFS that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Governmental Entity by the following signatory has been duly taken and remains in full force and effect. CFS may accept a facsimile copy of this Addendum as an original for all purposes.

ACCEPTED	
Canon Financial Services, Inc. By _____ Title _____ Date _____	Customer By _____ Printed Name <u>DR. GARY CARDINALE</u> Title <u>ASST. SUPT. BUS. SVCS.</u>

PENDING
CFS
APPROVAL



Canon Financial Services, Inc.

**Addendum to Agreement
for application # 604232**

WHEREAS, Canon Financial Services, Inc. ("CFS") and Fullerton School District Capital Facilities ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Faxable Lease Agreement ("Agreement") for the lease of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement are changed as follows:

12. TAXES; OTHER FEES AND CHARGES: Paragraph 12 is amended by (i) adding the following after the fifth sentence: "Notwithstanding the foregoing, if Customer provides CFS with a valid personal property tax exemption certificate, CFS will not invoice Customer for personal property taxes or any fees related thereto for so long as Customer maintains its status as a personal property tax-exempt entity." ; and (ii) deleting the last sentence thereof in its entirety.

20. OWNERSHIP OF EQUIPMENT: Paragraph 20 is amended by adding the following to the end thereof: "The parties agree that this is equivalent to a \$1.00 Purchase Option at the end of the term, provided that all Payments and other amounts due under this Agreement have been paid in full."

32. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: Paragraph 32 is amended by (i) deleting the first sentence; (ii) deleting each instance of the words "NEW JERSEY" and replacing with "CALIFORNIA"; and (iii) deleting the words "BURLINGTON OR CAMDEN" and replacing with "ORANGE".

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

CANON FINANCIAL SERVICES, INC.	FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES
By: <u>[Signature]</u>	By: _____
Title: _____	Printed Name: <u>DR. GARY CARDINALE</u>
Date: _____	Title: <u>ASST. Supt. BUS. SUCCS.</u>
	By: _____
	Printed Name: _____
	Title: _____



Canon Financial Services, Inc. ("CFS")
 REMITTANCE ADDRESS: 14904 Collections Center Dr.
 Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

CFS-1045 (02/08)

AGREEMENT NUMBER	604232
PHONE	714.447.7400

CUSTOMER (FULL LEGAL NAME)	DBA	Fullerton School District				PHONE	714.447.7400
BILLING ADDRESS	CITY	COUNTY	STATE	ZIP	1401 W. Valencia Fullerton Orange CA 92833		
EQUIPMENT ADDRESS	CITY	COUNTY	STATE	ZIP	389 West Truslow Ave. Fullerton Orange CA 92832		

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
2	IR3235i		60	274.00
			Term (in months) <u>60</u>	* Plus Applicable Taxes
			Payment Frequency	
			<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED

CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Date: _____

AUTHORIZED CUSTOMER SIGNATURE

By: X _____ Title: Asst. Supt. Bus.

Printed Name: Dr. Gary Cardinale

By: X _____ Title: _____

Printed Name: _____

ACCEPTANCE CERTIFICATE

To: Canon Financial Services, Inc. ("CFS")

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: X _____ Printed Name: _____

Title (if any): _____ Date: _____

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name] with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment is based on the suppliers best estimate of the cost of the Equipment. Such Payments will be adjusted upward or downward if the actual total cost of the Equipment including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments by up to fifteen percent (15%).
- 2. AGREEMENT PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the Payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments") and (c) on Schedule 1 attached hereto. Such Payments are comprised of the principal and interest thereon.
- 3. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS' Acceptance Certificate or otherwise accepts the Equipment as specified in this Agreement. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as set forth herein, Customer has no right to return the Equipment to CFS.
- 5. NO CFS WARRANTIES; CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer, and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purposes of making and prosecuting any such claim, the rights if any, which CFS may have against the supplier, dealer, or manufacturer for breach of warranty or other representation respecting any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.**
- 6. FISCAL FUNDING:** The Customer warrants that it has funds available to pay Payments pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of any non-acceptance of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety. Customer agrees to waive any right of specific performance of this Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is set forth herein. Upon request, Customer will deliver to CFS certified constituent documents. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name or the location of its chief executive office unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.
- 9. USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including forms containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.

CFS-1045 (02/08)

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

INITIAL: _____

10. INDEMNITY: Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. MAINTENANCE; ALTERATIONS: Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, now or at any time imposed upon any item of the Equipment, the Payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any fees, assessments, taxes, expenses, or charges as required by the Agreement, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment which is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 6% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS's request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS, at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement.

14. LOSS DAMAGE: Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (such equipment will become "Equipment" subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS's receipt of the Remaining Lease Balance, Customer shall be entitled to whatever interest CFS may have in such item of Equipment, in its then condition and location, without warranties of any kind.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising from this Agreement, without notice or demand by CFS; (b) if Customer or any Guarantor ceases doing business as a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of Customer's property; (f) if any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor defaults under any loan or credit agreement; or (h) if Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to declare all unpaid Payments and other amounts due and payable under this Agreement with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to retake possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises wherever the Equipment may be found) and (i) retain such Equipment and all Payments and other sums paid under this Agreement, (ii) re-lease the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payments under the new agreement, or (iii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale or re-leasing of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of each such delayed Payment or ten dollars (\$10.00) whichever is greater for each billing period or portion of a billing period such Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS's internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or in enforcing any of the terms or provisions of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. If CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new owner's name to Customer. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including, without limitation, claims, defenses, or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the new owner all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any item of Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. If for any reason Customer shall fail to return the Equipment to CFS as provided in this Agreement, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such delivery is delayed.

20. OWNERSHIP OF EQUIPMENT: For any item of Equipment, upon payment in full of all Payments and other amounts due under this Agreement at the end of the scheduled term, CFS' security interest shall be deemed released and Customer shall be entitled to whatever interest CFS may have in such item of Equipment, including title to such Equipment, in its then condition and location, without warranties of any kind.

21. WARRANTY OF BUSINESS PURPOSE: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

22. PERSONAL PROPERTY: The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property.

23. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

24. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.

25. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

26. NOTICES: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. Mail, express delivery, facsimile or other electronic transmission.

27. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

28. ELECTRONIC ACCEPTANCE: Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

29. NON-WAIVER: No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

30. MISCELLANEOUS: If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

31. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS; (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

32. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

		Related Acquisition Agreement Number: 604232
Customer: Fullerton School District		
Address: 1401 West Valencia, Fullerton, CA 92833		
Term of Agreement: 60 months	Equipment Description (2) - iR3235i	

WHEREAS, Canon Business Solutions, Inc. ("CBS"), and the above-described Customer ("You") have determined that it is in their mutual benefit to enter into this Acquisition Agreement Addendum ("Addendum") to the above-described Acquisition Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a) Section 5: Change all references from the State of New York to reflect the State of California and change all references from the City of New York to City of Fullerton.
 - b) The following language shall be added: **Section 8: TAX EXEMPT:** CBS shall not charge any sales, use, value added or similar tax provided You provide a valid tax exempt certificate.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

Canon Business Solutions, Inc.

Fullerton School District

By: _____

By: _____

Name: _____

Name: DR. GARY CARDINALE

Title: _____

Title: ASST. SUPT. BUS. SVCS.

Date: _____

Date: _____

Approved Bus Ops
LY
12/22/09



ACQUISITION AGREEMENT LEASE OR PURCHASE

CANON BUSINESS SOLUTIONS

Canon Business Solutions, Inc. ("CBS")
 300 Commerce Square Blvd., Burlington, NJ 08016
 (800) 613-2228

Salesperson Reagan Martin Order Date: ___/___/___

Customer ("You"):		Customer Account:	Ship to:	Customer Account:
Company: Fullerton School District		Company: Fullerton School District/Nutrition Services		
Address: 1401 W. Valencia Drive		Address: 389 W. Truslow Ave		
City: Fullerton		City: Fullerton		
State: CA	Zip: 92833	State: CA	Zip: 92832	
Contact: Ron Mullins	Phone#: 714.447.2846	Contact: Debbie Hjorth	Phone#: 714.447.7435	
Email Address: ron_mullins@fsd.k12.ca.us	Fax #: 714.447.7772	Email Address: debbie_hjorth@fsd.k12.ca.us	Fax #: 714.447.7425	

Lease or Purchase:

You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

Canon Financial Services, Inc. Other (Name of Leasing Company): _____

You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Equipment, Supplies and Licenses of Application Software with listed third party support contracts				
Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price
2535B004	imagerunner 3235i	2		\$274.00
8695A005	Cassette feeding unit-Y3	2		
2717B002	Super G3 Fax board	2		
9563A001	Finisher-S1	2		
9566A002	Puncher Unit-R1(options for finisher S-1)	2		
0287V675	Digital QC 120/15 Network Surge Protector	2		
9634A003	GPR-16 Black Toner	2		
1023V285	Black & White Low Volume install pak	2		
			Subtotal from Supplemental Addendum	
			Subtotal	\$274.00
			Delivery/Install	inc.
			Sales Tax	
			Total	
			Deposit	n/a
			Balance Due	

Payment Terms:		Other Requirements:	
<input type="checkbox"/> Check with Order Check # _____	<input checked="" type="checkbox"/> P.O. Required / P.O. # _____	<input type="checkbox"/> Tax Exempt (Attach Certificate)	
<input type="checkbox"/> Net 30	<input type="checkbox"/> Customer Declines Maintenance Agreement		
<input checked="" type="checkbox"/> Lease			
<input type="checkbox"/> Other _____			
<input type="checkbox"/> Credit Card: Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> American Express <input type="checkbox"/>			
CC # _____ Expiration Date _____			
Name on Credit Card _____			

Shipping Instructions:	Customer Delivery Information:	Customer #T Contact Information:
Ship Via: <u>Best Way</u>	Name <u>Debbie Hjorth</u> Email <u>debbie_hjorth@fsd.k12.ca.us</u>	This individual may be contacted for network connectivity.
Hours of Operation <u>8-4</u>	Phone <u>714.447.7435</u> Earliest Date for Delivery: <u>07 / 12 / 2009</u>	Name <u>Paul Hohberg</u>
Number of Steps _____	Special Delivery/Installation Instruction <u>call Debbie Hjorth</u>	Phone <u>714.447.7483</u>
Elevator Yes <input type="checkbox"/> No <input type="checkbox"/>		Email <u>paul_hohberg@fsd.k12.ca.us</u>
Loading Dock Yes <input type="checkbox"/> No <input type="checkbox"/>		

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____
 Printed Name Dr. Gary Cardinale Title Asst. Superintendent, Business Date _____

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. LEASE OR PURCHASE PRICE AND PAYMENT. You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with third party support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto.

(a) If you have elected to purchase the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CBS, including the maximum attorney's fees permitted by law and (ii) CBS may charge you and you agree to pay, a late charge equal to the higher of ten percent (10%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

(b) If you have elected to lease the Listed Items, CBS shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement.

(c) In addition to the amounts shown in this Agreement, you shall pay CBS' rates for any special rigging for delivery and installation.

(d) CBS reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or to revoke any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CBS and the Leasing Company. In the event that, at any time prior to shipment, CBS discovers any mistake in pricing or Equipment configuration with respect to any Listed Item(s), CBS reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

2. LIMITED WARRANTY. For ninety (90) days after the date of the original delivery of Canon brand Equipment, CBS warrants that under normal use and maintenance conditions all such Equipment will be free from defects in material and workmanship. Warranty claims must be made in writing by you to CBS no later than five (5) business days after the expiration of the warranty period. CBS' obligations under this warranty are limited solely to repair or replacement (at CBS' sole option) of such parts as are proven to be defective upon CBS' inspection. This warranty does not extend to, and you shall pay, CBS' labor, parts and supply charges for (a) repairs resulting from service visits required as a result of inadequate operation of the Listed Items (e.g., CBS technician is dispatched to rectify a problem described in the operator manual), (b) repairs necessitated by factors other than normal use including, without limitation, (i) any willful act, negligence, abuse or misuse of the relevant Equipment, (ii) the use of parts, supplies or software not supplied by CBS and which cause abnormally frequent service calls or service problems, (iii) service performed by personnel other than CBS service technicians, (iv) transportation of the Equipment, (v) accident or casualty, and (vi) electrical power malfunction or heating, cooling or humidity and ambient conditions, or (c) re-installation of the Equipment.

YOU EXPRESSLY ACKNOWLEDGE THAT THE LIMITED EQUIPMENT WARRANTY CONTAINED IN THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS. CBS SHALL, UPON REQUEST, FURNISH

TO YOU WITHOUT RECOURSE ANY END USER WARRANTIES MADE BY THE MANUFACTURER OF THE LISTED SOFTWARE OR ANY NON-CANON BRAND EQUIPMENT. CBS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO LISTED SOFTWARE OR WITH RESPECT TO NON-CANON BRAND EQUIPMENT. OTHER THAN AS SET FORTH IN THIS PARAGRAPH 2, CBS EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS.

3. SECURITY. As security for the payment of all amounts due to CBS, you hereby grant to CBS a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CBS to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CBS' security interest in the Listed Items.

4. LIMITATION OF LIABILITY. CBS SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS CAUSED SOLELY BY CBS' NEGLIGENCE. CBS SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTED ITEMS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. CHOICE OF LAW AND FORUM. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CBS, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

6. GENERAL. This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CBS upon (i) acceptance hereof in writing by CBS or (ii) shipment by CBS of any of the Listed Items, whichever occurs first. This Agreement, together with any related CBS credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CBS in any respect or affect your rights or CBS' obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CBS as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and an officer of CBS. You may not assign this Agreement without the prior written consent of CBS and any attempted assignment without such consent shall be null and void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items except to the extent set forth on the original of this Agreement.

7. ELECTRONIC ACCEPTANCE. You agree that CBS may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

Canon Business Solutions, Inc.

MAINTENANCE AGREEMENT ADDENDUM

Contract Date:	Contract Number:	Related Acquisition Agreement Number: 604232
Customer: Fullerton School District		
Address: 1401 West Valencia, Fullerton, CA 92833		
Term of Agreement: 60 months	Equipment Description (2) – iR3235i	

WHEREAS, Canon Business Solutions, Inc. ("CBS"), and the above-described Customer ("You") have determined that it is for their mutual benefit to enter into this Maintenance Agreement Addendum ("Addendum") to the above-described Maintenance Agreement ("Agreement"). All capitalized terms used below that are not defined in this Addendum shall have the meanings set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

1. Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
 - a. Section 7: Change all references from the State of New York to reflect the State of California and change all references from the City of New York to City of Fullerton.
 - b. The following language shall be added: **Section 10: TAX EXEMPT:** CBS shall not charge any sales, use, value added or similar tax provided that You provide a valid tax exempt certificate.
2. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this addendum as though they were expressly set forth herein.
3. In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

Canon Business Solutions, Inc.

Fullerton School District

By: _____

By: _____

Name: _____

Name: DR. GARY CARDINALE

Title: _____

Title: ASST. Supt. BUS. SVCS.

Date: _____

Date: _____





MAINTENANCE AGREEMENT

CANON BUSINESS SOLUTIONS

Canon Business Solutions, Inc. ("CBS")
 300 Commerce Square Blvd., Burlington, NJ 08016
 (800) 613-2228

Salesperson Reagan Martin Order Date / /

Customer ("You"): Customer Account:		Equipment Location: Customer Account:	
Company: Fullerton School District		Company: Fullerton School District/Nutrition Services	
Address: 1401 W. Valencia Drive		Address: 389 West Truslow	
City: Fullerton	State: CA Zip: 92833	City: Fullerton	State: CA Zip: 92832
Contact: Ron Mullins	Phone#: 714.447.2846	Contact: Debbie Hjorth	Phone#: 7.447.7435
Email Address: ron_mullins@fsd.k12.ca.us Fax#: 7.447.7772			

Maintenance Billing Entity		PO Required	Key to Meter Read Collection Options
Base Charge: <input checked="" type="checkbox"/> CBS <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	E = Email
Per Image Charge: <input checked="" type="checkbox"/> CBS <input type="checkbox"/> Canon Financial Services, Inc. ("CFS")			F = Fax
Base Charge Billing Cycle		Image Dependent (if yes, complete below:)	
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Consumables Inclusive	# of Months <u>n/a</u> OR Maximum Covered Images <u>n/a</u> (whichever comes first)	
	<input checked="" type="checkbox"/> Toner <input type="checkbox"/> Other _____		
Excess Per Image Charge Billing Cycle		Price Plan	Initial Term
<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Coverage Plan	<input type="checkbox"/> Standard <input checked="" type="checkbox"/> Fixed	<u>60</u> Months (min. 12)
	<input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet		

Subject to the terms and conditions of this Agreement, CBS agrees to service the Equipment listed below or in any Addendum(s) to this Agreement (the "Equipment") at the charges stated herein or therein. For newly installed Equipment, the Start Date is provided in Paragraph 1 of the Additional Terms and Conditions. The Start Date for previously in place Equipment is / / .

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Meter Method
iR3235i			6000 n/a	\$0.0140 n/a	\$84.00	E
Contact: Debbie Hjorth Phone #: 714.447.7435 Fax #: 714.447.7425 Equipment Location: Fullerton School District/Nutrition Services Email Address: debbie_hjorth@fsd.k12.ca.us						
iR3235i			12000 n/a	\$0.0131 n/a	\$157.20	E
Contact: Debbie Hjorth Phone #: 714.447.7435 Fax #: 714.447.7425 Equipment Location: Fullerton School District/Nutrition Services Email Address: debbie_hjorth@fsd.k12.ca.us						
Contact: _____ Phone #: _____ Fax #: _____ Equipment Location: _____ Email Address: _____						
Contact: _____ Phone #: _____ Fax #: _____ Equipment Location: _____ Email Address: _____						
Contact: _____ Phone #: _____ Fax #: _____ Equipment Location: _____ Email Address: _____						
					Subtotal from Supplemental Addendum	
CUSTOMER SATISFACTION POLICY WITHIN THREE YEARS OF ORIGINAL INSTALLATION OF ANY NEWLY INSTALLED CANON BRAND EQUIPMENT SPECIFIED ABOVE, CBS WILL, UPON WRITTEN REQUEST, REPLACE SUCH EQUIPMENT WITH A LIKE UNIT IF THE EQUIPMENT IS CONTINUOUSLY UNDER THIS AGREEMENT FROM THE DATE OF INSTALLATION, YOU FULFILL ALL OF THE TERMS OF THIS AGREEMENT APPLICABLE TO YOU AND YOU GIVE CBS A REASONABLE OPPORTUNITY TO CURE ANY SERVICE PROBLEMS WHICH YOU MAY HAVE PRIOR TO REQUESTING A REPLACEMENT.					Subtotal	\$241.20
					Tax	
					Total	\$241.20
CBS agrees to provide Level "I" support for the following Application Software, as provided in Paragraph 3(b) of the Additional Terms and Conditions _____ (Product Name)						

BY YOUR SIGNATURE BELOW, YOU AGREE TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature _____
 Printed Name Dr. Gary Cardinale Title Asst. Superintendent, Business Date _____

ADDITIONAL TERMS AND CONDITIONS

These are the additional terms and conditions referred to on the face page to which they are attached (such face page, and any addendum(s) hereto, collectively with these terms and conditions, the "Agreement").

1. TERM. Maintenance under this Agreement shall start on the date (the "Start Date") of installation for newly installed Equipment covered under toner inclusive or image dependent service. For all other newly installed Equipment, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the face page for all previously in place Equipment.

(a) The initial term specified on the face page shall renew for successive 12 month renewal terms unless either party gives written notice of non-renewal at least 15 days prior to the expiration of the then-current term (except that in the case of image dependent service, the renewal terms shall be of the same duration as the initial term). CBS shall notify you of the renewal charges 30 days prior to the expiration of the current term.

2. CHARGES. Base charges shall be billed in advance and per image charges, including images in excess of covered images, shall be billed in arrears on a periodic basis as specified on the face page. Invoices shall be due and payable upon receipt. Applicable taxes shall be added to the charges. Prepaid charges shall not be refundable except as provided in 3 (a) below. If payments are late, CBS may charge you and you agree to pay, a late charge equal to the higher of ten percent (10%) of the amount due or ten dollars (\$10) for each billing period or portion of a billing period such payment is delayed as reasonable collection fees, not to exceed the maximum amount permitted by law. If the Standard Price Plan is selected on the face side, the charges specified on the face page are subject to an annual increase up to 10% (as determined by CBS in its sole discretion) on each anniversary of the start date. Fixed Price Plans shall not increase during the initial term. If you have selected CFS on the face page as the billing entity, your maintenance charges will appear on your periodic lease invoice along with standard lease charges. CFS will remit your payment of maintenance charges to CBS upon receipt.

(a) If image dependent service is selected, there shall be no per image charges; however, notwithstanding paragraph 1 above and 2(b) below, the then-current term shall terminate at the end of the number of months specified on the face page or on the date when the images made exceed the maximum covered images specified on the face page, whichever event occurs sooner.

(b) Toner inclusive and image dependent service includes replenishment of consumables specified on the face page for exclusive use with the Equipment. CBS may terminate this Agreement if you use the consumables in a different manner. In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by CBS, CBS may invoice you for such excess usage. You may purchase additional toner from CBS if required during the term. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CBS' property and shall be returned promptly upon termination of this Agreement.

(c) If you have selected the fleet coverage plan, the base charge and the covered images shall apply to the fleet, irrespective of the usage of individual units of Equipment in the fleet.

(d) If you have elected to utilize the imageWARE Remote feature of the Equipment, you authorize CBS (a) to transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and (b) to store, analyze and use such data for purposes related to servicing the Equipment and for product improvement.

(e) You agree to provide meter readings to CBS, if applicable, in accordance with the meter read option selected and CBS' normal procedures. If you selected CBS' eManage website, you shall complete CBS' registration process governing access to and use of such website. CBS may change your meter read options from time to time upon 60 days notice. If CBS does not receive timely meter readings from you, you agree to pay invoices that reflect CBS' estimates of meter readings. CBS reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.

3. COVERED SERVICE. CBS shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CBS' normal practice. Such service shall be performed during CBS' local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, except holidays).

(a) You shall afford CBS full, free and safe access to the Equipment to perform on-site service. CBS may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CBS' authorized service territory. If, in CBS' opinion, any Equipment cannot be maintained in good working order through CBS' routine maintenance services, CBS shall, at its option, either (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by CBS in connection with maintenance services hereunder shall become the property of CBS and you disclaim any interest therein.

(b) CBS shall make available to you from time to time and at prevailing prices, if any, such upgrades and bug fixes for the "Software" (namely, the software licensed as part of the Equipment and the Application Software listed on the face of this Agreement) as are provided to CBS by suppliers of the Software and are required (i) for compatibility, (ii) to maintain supportability or (iii) for other reasons controlled by the Software suppliers. CBS shall also use reasonable efforts to provide Level 1 support on the Software. Level 1 support consists of providing help-line telephone assistance in operating the Software and identifying service problems, facilitating contact between you and the supplier of the Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. You acknowledge that CBS can only coordinate such support for the Software to the extent that the Software supplier addresses and rectifies the problems. You further acknowledge that it is your responsibility to acquire packages for support and maintenance ("Support Contracts")

for any Application Software and to complete the registration or other qualifications process applicable to such Support Contracts if you desire support for service problems beyond Level 1 support.

4. NON-COVERED SERVICE. The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with CBS' then current labor, parts and supply charges: (a) replacement of any consumable supply item, including, without limitation, paper, toner, ink, waste containers, clear toner, fuser oil or staples (except for toner inclusive service to the extent provided in Subparagraph 2(b) above), other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by CBS and which cause abnormally frequent service calls or service problems; service performed by personnel other than CBS personnel; transportation of the Equipment; accident; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) repairs or service required as a result of inadequate operation of the Equipment (e.g., CBS technician is dispatched to rectify a problem described in the operator manual); (f) work which you request to be performed outside of CBS' regular business hours; or (g) repair of RIP or other network/system connection device, except when listed on face page.

5. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY. CBS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY CBS. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. CBS SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS CAUSED BY CBS' NEGLIGENCE. CBS SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. DEFAULT. You shall be in default of this Agreement if you fail to perform any of your obligations under this Agreement, including making prompt undisputed payments when due. CBS may terminate this Agreement upon your default with thirty (30) days notice to you. If an overdue payment is disputed in good faith within thirty (30) days after the due date thereof, you shall pay all undisputed amounts and promptly make a good faith effort to resolve such dispute with CBS. In the event of your default, CBS may, without limiting its other rights and remedies available under applicable law and this Agreement, require you to pay all charges then due but unpaid, including any applicable late charges, plus the remaining base charges for the balance of the term (not to exceed a period of 6 months). You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CBS, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. BOTH PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN SUCH PROCEEDINGS. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE YEAR OF THE DATE THE CLAIM ACCRUES.

8. ENTIRE AGREEMENT. This Agreement shall be binding upon you when you sign this Agreement, and shall be binding upon CBS upon the installation of the Equipment by CBS or commencement of the covered services if this Agreement is for renewal of a prior maintenance agreement or for equipment previously installed. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service for the Equipment and Software, superseding all previous proposals agreements, oral or written. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CBS as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by both you and an officer of CBS. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CBS' prior written consent, and any attempted assignment without such consent shall be void. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Equipment and Software, except to the extent set forth on the original of this Agreement.

9. ELECTRONIC ACCEPTANCE. You agree that CBS may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

FULLERTON SCHOOL DISTRICT
District 22 – Fullerton School District
District 40 – CFD No. 2000-1 (Van Daele)
District 48 – CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2a

ACTION ITEM

DATE: June 30, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent
Business Services
SUBJECT: HOLD PUBLIC HEARING AND ADOPT 2009/2010 ANNUAL BUDGET – ALL FUNDS

Background: State law requires that the Board of Trustees conduct a Public Hearing of the Proposed Final Budget. The Board is required to adopt a budget by July 1st of each year.

The Board Members are acting as three different entities when adopting the 2009/2010 Budget: (1) as the legislative body of the Fullerton School District identified as District 22; (2) as the legislative body of Community Facilities District No. 2000-01 (Van Daele) identified as District 40; and (3) as the legislative body of Community Facilities District No 2001-1 (Amerige Heights) identified as District 48.

The Board received the Proposed 2009/2010 Budget prior to the Board Meeting and had opportunity to meet with the administration to discuss any areas on which further clarification was needed. Any changes to reflect the State Adopted Budget will be presented in the form of budget resolutions over the coming months and recapped in the First Interim Financial Report to be presented to the Board by December 8, 2009.

Rationale: The State Department of Education requires every school district in the State of California to adopt a budget by July 1 of each year.

Funding: Not applicable.

Recommendation: Hold Public Hearing and adopt the 2009/2010 Annual Budget – All Funds.

GC:gs

ACTION ITEM

DATE: June 30, 2009

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE 2009/2010 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT AND ADOPT RESOLUTION #09/10-02

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves 203 three to five-year-olds in classes at Commonwealth, Maple, Richman, and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves 144 four and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools. In previous years, the State had separate contracts for each program. Effective July 1, 2009, one contract will cover both programs. The funds are to be used for staffing, materials, and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services.

Rationale: The State Preschool Program and the Prekindergarten Family Literacy Program provide an enriched preschool practice emphasizing experiences that support skills and concepts for school readiness. The Prekindergarten Family Literacy Program also emphasizes early literacy and provides an interactive family component. Health services and parent education covering a variety of topics are provided in both programs. The programs are designed for children of low to medium socio-economic families. Resolution #09/10-02 delegates contract authority for the period July 1, 2009 through June 30, 2010 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a maximum total reimbursable amount of \$1,323,336, with \$773,324 allotted to the State Preschool Program and \$550,012 allotted to the Prekindergarten Family Literacy Program. Funding is applied to Child Development budget (12).

Recommendation: Approve 2009/2010 Child Development State Preschool Contract and adopt Resolution #09/10-02.

MD:MC:ln
Attachment



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CSPP-9356

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS and CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

This contract is effective from July 01, 2009 through June 30, 2010. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,323,336.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 38,491.4

Minimum Days of Operation (MDO) Requirement 180

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Mitch Hovey, Ed.D, District Superintendent				
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,323,336	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,323,336	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-9356

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 773,324	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 773,324	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 550,012	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24818-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 550,012	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6050 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 09/10-02**

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the governing board of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2009 through June 30, 2010 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding, subject.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 30th day of June, 2009 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Hilda Sugarman, President
Board of Trustees

Attest: _____
Ellen Ballard, Clerk
Board of Trustees

ACTION ITEM

DATE: June 30, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE REQUESTS FROM HERMOSA DRIVE SCHOOL AND NICOLAS JUNIOR HIGH SCHOOL TO WAIVE LAPTOP SURVEY PERCENTAGE REQUIREMENT FOR INCOMING STUDENTS FOR 2009/2010 AS AUTHORIZED IN THE ACLU SETTLEMENT AGREEMENT**

Background: Parents at schools participating in the Laptops for Learning program were surveyed regarding their interest in participating in this program during the 2009/10 school year. The settlement agreement with the ACLU requires that for new students, at least 90% of families need to indicate a willingness to participate in a lease-purchase agreement or to request a grant-in-aid or scholarship to help defray the cost of the laptop. The school can also use any of its local/state/federal funding apart from the District's unrestricted funds to supplement family contributions.

Two schools are requesting that they be allowed to use local categorical funds or funds raised through school or foundation fund-raising efforts. Hermosa Drive School fourth grade parents indicated 50% support while incoming GATE students indicated 87.5% support. Nicolas Junior High School plans to use categorically-funded laptops that it already owns for this program. These two schools are requesting the Board's approval to waive the 90% support requirement and be allowed to make up the difference in funding with school categorical funds or funds raised through school and foundation fund-raising activities.

Rationale: Staff believes that based on past performance, the needed fund-raising will be successful, and therefore supports the requests. The survey percentages, while not meeting the 90% criterion specified in the settlement agreement, still represent significant support for the Laptops for Learning program.

Funding: Categorical funds and funds raised through local and foundation efforts will be used to meet requirements for additional school-raised funds.

Recommendation: Approve requests from Hermosa Drive School and Nicolas Junior High School to waive the laptop survey percentage requirement for incoming students for 2009/2010 as authorized in the ACLU settlement agreement.

JM:tl

ACTION ITEM

DATE: June 30, 2009

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **APPROVE LEASE SCHEDULE WITH ACADEMIC CAPITAL GROUP, INC., FOR THE DISTRICT'S APPLE COMPUTERS AND SERVICES DISTRICTWIDE, AND DELEGATE TO THE SUPERINTENDENT, ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES, DIRECTOR OF BUSINESS SERVICES, AND/OR FINANCIAL ANALYST, THE POWER TO NEGOTIATE AND APPROVE TERMS AND CONDITIONS WITH ACADEMIC CAPITAL GROUP, INC., THAT ARE IN THE BEST INTEREST OF THE DISTRICT**

Background: The District is continuing the 1:1 Laptop Program as part of the District's support for the concept of 21st Century Learning. The District will purchase approximately 350 laptops this upcoming year. In turn, parents whose students are in the program will lease many of these laptops at the District's cost. Categorical funds, donations, and benefactors will pay for the remaining computers. In order to ease the cash-flow impact on parents and the District, the laptops and accompanying services will be financed over a three-year period. Apple has agreed to reduce the cost of the equipment by the same amount as the interest cost of this lease to make it more affordable.

A Master Lease Agreement setting forth the terms and conditions of financing with Academic Capital Group, Inc., was approved by the Board on June 22, 2004.

Rationale: In order to proceed with the Laptop 1:1 Program, which is a part of the District's concept of 21st Century Learning, a new lease purchase schedule is required each year to purchase machines for the incoming grades.

Funding: Categorical, Parent Fees, Donations, and General Fund.

Recommendation: Approve Lease Schedule with Academic Capital Group, Inc., for the District's Apple computers and services Districtwide, and delegate to the Superintendent, Assistant Superintendent of Business Services, Director of Business Services, and/or Financial Analyst, the power to negotiate and approve all terms and conditions with Academic Capital Group, Inc., that are in the best interest of the District.

GC:RG:gs