

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, October 12, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

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

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

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

Public Comments – Policy (see above)

Introductions/Recognitions

Golden Hill School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on September 24, 2010

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

Consent Items

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

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered E22B0015, E22C0020 through E22C0028, E22D0141 through E22D0177, E22M0061 through E22M0071, E22R0178 through E22R0219, E22T0008, E22V0032 through E22V0043, and E22X0209 through E22X0217 for the 2010/2011 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 130178 through 130235 and out-of-date sequence purchase order numbered GS-130003 for the 2010/2011 school year.
- 1e. Approve/Ratify warrants numbered 75474 through 75609 for the 2010/2011 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7811 through 7866 for the 2010/2011 school year.
- 1g. Approve/Ratify Second Amendment to Grant Agreement No. FC-SR2-07 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2010 through June 30, 2011.
- 1h. Adopt Resolution #10/11-13 Proclaiming October 21, 2010 as "Lights on After School Day" for the Fullerton School District.
- 1i. Approve Amendment to Consultant Agreement between Fullerton School District and David Swenson for Nicolas Junior High School for the 2010/2011 school year.
- 1j. Approve Consultant Agreement between Fullerton School District and Action Learning Systems, Inc., (ALS) for Nicolas Junior High School from October 12, 2010 through June 30, 2011.
- 1k. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction or by other means, as allowed by Education Code sections 17545-17555 and 60500-60530.
- 1l. Approve purchase of office and school supplies/equipment from a piggyback bid of Newport-Mesa Unified School District, Bid #102-09, awarded to Office Depot.
- 1m. Approve/Ratify agreement with Nigro & Nigro, PC to perform auditing services for the Fullerton School District for the fiscal years 2010/2011 through 2012/2013.
- 1n. Approve contract with Silver State Coach, Inc. to provide transportation for field trips, effective October 12, 2010 through June 30, 2011.
- 1o. Adopt Resolution Numbers 10/11-B008 through 10/11-B012 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1p. Approve/Ratify warrant number 1068 for the 2010/2011 school year (District 40, Van Daele).
- 1q. Approve/Ratify warrants numbered 1104 and 1105 for the 2010/2011 school year (District 48, Amerige Heights).
- 1r. Approve/Ratify Student Placement Agreement with University of Southern California commencing September 24, 2010 through September 23, 2011.
- 1s. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2010 - September 30, 2010).
- 1t. Approve/Ratify Affiliation Agreement for School Counseling and School Psychology fieldwork with Azusa Pacific University commencing July 1, 2010 through June 30, 2013.

Discussion/Action Items

2a. Adopt Resolution #10/11-14 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2010/211.

2b. Approve Resolution #10/11-15 authorizing the issuance of General Obligation (GO) Bond Series A and B Refunding Bonds.

Administrative Reports

3a. First Reading of New and Revised Board Policies

New:

Instruction

BP 6161.2, Damaged or Lost Instructional Materials

Revised:

Instruction

BP 6020, Parent Involvement

BP 6154, Homework/Makeup Work

3b. First Reading of Revised Board Bylaw 9250 Remuneration, Reimbursement and Other Benefits

3c. First Reading of New and Revised Board Policies

New:

Personnel

BP 4111.2, BP 4211.2, BP 4311.2 Legal Status Requirement

BP 4158, BP 4258, BP 4358 Employee Security

Revised:

Personnel

BP 4119.21, BP 4219.21, BP 4319.21 Professional Standards

Community Relations

BP 1312.1 Complaints Concerning District Employees

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, October 26, 2010, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 28, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:35 p.m. and Minard Duncan led the pledge of allegiance to the flag.

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda:

At 4:36 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •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 5:38 p.m. and Trustee Duncan led the pledge of allegiance. President Berryman reported the Board approved 5-0 the Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID# 613362 for reimbursement for reasonable attorney fees and costs in OAH Case No. 2010030295 payable to "Augustin Egelsee LLP" in the amount of \$5000.00. In addition, the Board approved 5-0 to approve the Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID# 800036 for reimbursement for tuition and fees related to the Student's placement at a private school, and all related services required by the student including but not limited to Occupational Therapy and transportation payable to "Glen Hall and Kathleen Kunz" in the amount of \$26,000.00.

Public Comments

Fred Partida, Fullerton parent, shared his thoughts regarding the 2009/2010 Budget Advisory Committee and commented he recommends the committee be continued for 2010/2011 and include more diversity amongst the committee members. Dr. Hovey shared the minutes from the Budget Advisory Committee meetings were posted on the District website. Dr. Hovey clarified the Budget Advisory Committee consisted of certificated staff, classified staff, administrators, parents, and community members.

Introductions/Recognitions

Dr. Hovey introduced Juleen Faur, Assistant Principal at Valencia Park School and spoke briefly about Mrs. Faur's background.

Superintendent's Report

Dr. Hovey shared he and Janet Morey, Assistant Superintendent of Educational Services, had an opportunity to visit Valencia Park, Orangethorpe, Richman, Nicolas, Maple, Golden Hill, Sunset Lane, and Rolling Hills during the Staff Development Day on September 24 to show appreciation for the hard work efforts from all staff members. Dr. Hovey stated he is proud of the progress the schools sites are making. Dr. Hovey announced Kurt Koerth, Richman School Physical Education teacher, was awarded the Silver Medalist \$2500.00 cash award for the Governor's Spotlight Award. He shared that Rolling Hills School was the recipient of a Home Depot grant worth approximately \$10,000.00 that helped renovate the school including the garden. Dr. Hovey announced each school site and the District Office will be participating in the *Great California ShakeOut Drill* to be held on October 21, 2010, at 10:21 a.m.

Information from the Board of Trustees

Trustee Thornley- She shared the Board has been busy attending Back to School Night's. Trustee Thornley stated she was very excited to see the enthusiasm for the start of school.

Trustee Duncan- He stated that he attended several Back to School Nights and staff was very positive. Trustee Duncan shared that he, along with several Executive Cabinet members and Board members, attended the Orange County School Boards Association (OCSBA) meeting on September 22, 2010. Trustee Duncan shared that the Maple School Reunion Dance will be held on Saturday, October 2, 2010.

Trustee Sugarman- She thanked the League of Women Voters for hosting the Board Candidate forums across Fullerton. Trustee Sugarman congratulated Maple School for receiving a donation from the Soroptomist Club for Maple School's Mustang Ladies. Trustee Sugarman shared her thoughts regarding articles from the Los Angeles Times on teacher evaluation.

Trustee Ballard- no report.

President Berryman- She commented on the importance of maintaining good communication with the community on the progress of our schools. She stated that it is our responsibility to educate the community on the good things the District is doing. She shared that she and Trustee Duncan attended the DAR meeting on September 18, 2010, and presented information about Fullerton School District. President Berryman attended the Ribbon Cutting Ceremony for Phase II of La Vista and La Sierra High Schools. She commended FETA for participating in Race for the Cure and stated she had the opportunity to participate as well. President Berryman stated she met Dr. Rajen Vurdien, the new Fullerton College President, to continue the collaboration between the District and Fullerton College. President Berryman commented on the great job the DELAC Committee members were doing and appreciates their continued commitment to get more parent involvement.

Information from PTA, FETA, CSEA, FESMA

DELAC- Julie Brandon- Diana Lee- Mrs. Lee shared that the first DELAC Committee meeting was held on September 17, 2010 and had great attendance from parents. Mrs. Lee stated topics of discussion included but were not limited to: responsibilities of the DELAC committee, reclassification of English Learners, CELDT testing, and STAR testing.

Mrs. Brandon shared that there was discussion regarding the needs and information DELAC Committee members wanted on future agendas for 2010/2011. Mrs. Brandon stated the upcoming DELAC Committee meeting will be held on November 19, 2010. Future meetings are scheduled for January 21, March 11, and May 20, 2011.

PTA Council- Georgene Bravo- She shared the first PTA Council meeting was held on September 28, 2010 for the elementary and high school district. She stated PTA Council approved their budget for 2010/2011. Mrs. Bravo shared PTA membership is still underway at the school sites. She stated the 2010-2011 PTA Reflections theme is "Together We Can." Mrs. Bravo commented that Walk to School Day is October 6, Red Ribbon week is October 18-29, and the Artist Pin Auction is October 30, 2010.

FETA- Karla Turner- She commented that schools have been in session for numerous weeks and it hard to believe that September is almost over. She commented that public schools in California are doing great things with less funding than ever before. Ms. Turner commented on the new documentary "Waiting for 'Superman'". She is looking forward to a great 2010-2011 school year.

President Berryman- She commented that, at the PTA Meeting, Dr. George Giokaris, Superintendent of Fullerton Joint High School District, commended the elementary school district for doing a great job preparing students for high school.

CSEA- Marleen Acosta- She stated Tom Lynch, Custodian, was elected at Vice President to CSEA Chapter #130. She thanked Mark Douglas, Assistant Superintendent of Personnel Services for the clarification provided to staff regarding furlough days.

FESMA- Robert Johnson- He stated that September 24, 2010 was the District's first Staff Development Day. Staff at school sites are preparing for upcoming student conferences. He stated that the District and school sites are off to a great school year.

Approve Minutes

Moved by Hilda Sugarman, seconded by Minard Duncan and carried 5-0 to approve the corrected minutes of the Regular meeting on September 14, 2010, clarifying Georgene Bravo's report (PTA President) stating: *Ms. Bravo reported the PTA Convention will be held this spring.*

Consent Items

Moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to approve all consent items including revised Board agenda item #1h.

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 E22B0010 through E22B0014, E22C0018 through E22C0019, E22D0121 through E22D0140, E22M0050 through E22M0060, E22R0114 through E22R0177, E22V0027 through E22V0031, and E22X0195 through E22X0208 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130090 through 130177 and out-of-date sequence purchase orders numbered DJ-130002 and GS-130002 for the 2010/2011 school year.

- 1e. Approve/Ratify warrants numbered 75307 through 75473 for the 2010/2011 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7786 through 7810 for the 2010/2011 school year.
- 1g. Approve Telecommunications of Orange County (TOC) Agreement for 2010/2011.
- 1h. Approve Independent Contractor Agreement with Barbara Cristiano for teaching music theory and piano keyboarding to support the Math and Music Program at Fern Drive School from October 5, 2010 through June 30, 2011.
- 1i. Approve Consultant Agreement between Fullerton School District and Action Learning Systems (ALS), Inc. to provide support for Program Improvement and California Gateway's Intensive Intervention Program for 2010/2011.
- 1j. Approve/Ratify Classified Personnel Report.
- 1k. Approve/Ratify 2010/2011 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.
- 1l. Adopt Resolution #10/11-10 indicating intent to participate in *The Great ShakeOut Drill* on October 21, 2010 at 10:21 a.m. as Fullerton School District continues to provide a safe learning and working environment for all students and staff.
- 1m. Approve/Ratify Consultant Agreement Between Fullerton School District and David Swenson for Nicolas Junior High School for the 2010/2011 school year.
- 1n. Approve/Ratify Consultant Agreement between Fullerton School District and Rebecca Fabion effective September 7, 2010 through June 30, 2011.

Discussion/Action Items

President Berryman announced that 2b and 2c would be addressed at this time.

2b. Adopt Resolution No. 10/11-11 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Series A General Obligation Bonds, appointing certain professionals in connection with the refinancing and approving certain related actions.

Gary Cardinale, Assistant Superintendent of Business Services, introduced Tim Carty from Piper Jaffray. Mr. Carty shared with the Board the District has an opportunity to refinance outstanding Series A General Obligation Bonds and Certificates of Participation. It was then moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to adopt Resolution No. 10/11-11 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Series A General Obligation Bonds, appointing certain professionals in connection with the refinancing and approving certain related actions.

2c. Adopt Resolution No.10/11-12 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Certificates of Participation, appointing certain professionals in connection with the refinancing and approving certain related actions.

It was moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to adopt Resolution No.10/11-12 of the Board of Trustees of the Fullerton School District stating its intention to pursue a refinancing of outstanding Certificates of Participation, appointing certain professionals in connection with the refinancing and approving certain related actions.

2a. Approve New and Revised Board Policies.

New:

Personnel

BP 4112.61, BP 4212.61, BP 4312.61 Employment References

BP 4113.4, BP 4213.4, BP 4313.4 Temporary Modified/Light-Duty Assignment

BP 4119.43, BP 4219.43, BP 4319.43 Universal Precautions

BP 4131.1 Beginning Teacher Support/Induction

BP 4135 Solicit and Selling

BP 4139 Peer Assistance and Review
BP 4141.6, BP 4241.6 Concerted Action/Work Stoppage
BP 4157 Employee Safety

Revised:
Personnel
BP 4111, BP 4211, BP 4311 Recruitment and Selection

Fred Partida, Fullerton parent, commented on Board Policies 4111, 4211, and 4311 and the importance of establishing a hiring interview committee that is comprised of a diverse group of people.

President Berryman announced Board Policies 4135, 4111, 4211, and 4311 were being pulled for further discussion. It was moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to approved the New and Revised Board Policies with the exception of Board Policies 4135, 4111, 4211, and 4311.

The Board held discussion regarding Board Policies 4111, 4211, and 4311. Trustee Duncan expressed his concerns regarding recruiting candidates with ethnic diversity. Mark Douglas, Assistant Superintendent of Personnel Services, shared with the Board the District establishes a diverse group of people when creating a hiring interview committee which consists of classified staff, certificated staff, administrators, and community member(s).

It was then moved Hilda Sugarman, seconded by Ellen Ballard and carried 5-0 to approve Board Policies 4111, 4211, and 4311.

The Board had discussion regarding BP 4135. Trustee Sugarman expressed her concern about limiting the ability of an organization to hold activities outside of school hours. Mark Douglas reviewed in detail BP 4135 and clarified concerns brought forward from the Board. It was then moved by Hilda Sugarman, seconded by Ellen Ballard, and carried 5-0 to approve BP 4135 with the revision: "Educational tours may be promoted on school premises only if they are sponsored **or approved** by the District.

2d. Approve Lease Schedule No. 13 between Fullerton School District and Academic Capital Group, Inc., for 2010/2011.

Janet Morey, Assistant Superintendent of Educational Services, explained to the Board the District needs to purchase an additional 25 laptops due to a higher demand. It was then moved by Ellen Ballard, seconded by Lynn Thornley and carried 4-1 (President Berryman opposed) to approve Lease Schedule No. 13 between Fullerton School District and Academic Capital Group, Inc., for 2010/2011.

Administrative Reports

3a. Fullerton School District 2009/2010 State and Federal Student Assessment Report.

Janet Morey shared information regarding the State and Federal Student Assessment Report. Sung Chi, Coordinator of Educational Services, presented a comprehensive report on the District's 2009/2010 State and Federal Student Assessment Report. Laura Rydell, Director of Student Support Services explained the tests available for students for disabilities. Julie Brandon, Program Specialist, reviewed information regarding English Learners.

3b. Developer Fees Report.

Gary Cardinale, Assistant Superintendent of Business Services reviewed the Developer Fees Report.

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

There were no requests.

Adjournment

President Berryman adjourned the Regular meeting on September 14, 2010 at 8:03 p.m.

CONSENT ITEM

DATE: **October 12, 2010**

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

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

SUBJECT: **APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT**

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

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON OCTOBER 12, 2010**

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Kathryn Allen	Substitute Teacher	Employ	100	09/21/10
Lauren Douglas	Substitute Teacher	Employ	100	09/21/10
Marian Gaudette	Substitute Teacher	Employ	100	09/21/10
CanDee Johnson	Substitute Teacher	Employ	100	09/21/10
Melinda Perkins	Substitute Teacher	Employ	100	09/22/10
Arlene Ramirez	Substitute Teacher	Employ	100	09/17/10
James Ratzlaff	Substitute Teacher	Employ	100	09/21/10
Maria Teven	Substitute Teacher	Employ	100	09/09/10
Rachelle Van Der Ham	Substitute Teacher	Employ	100	09/21/10
Douglas Elkins	Music(30%)/Beechwood	III/1	100	10/01/10
Jeffrey Ingram	PE/Commonwealth, Golden Hill, Rolling Hills	II/2	341	09/22/10

REHIRE(S)

Temporary teachers rehired effective 09/20/10

Jennifer Johnson Amy Lees

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Amanda Haselton	A.P.E./Woodcrest	Leave of Absence	10/06/10-10/13/10
Patricia Sato	Cultural Connections/Beechwood	Leave of Absence	11/05/10-06/17/11

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 October 12, 2010.

Clerk/Secretary

CONSENT ITEM

DATE: October 12, 2010

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

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

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

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

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

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

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

GC:ds
Attachment

FULLERTON SCHOOL DISTRICT
Gifts – October 12, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Beechwood	RCW Investments, LLC (Parent)	Monetary donation of \$10,000.00 for staff development
Beechwood	Target Take Charge of Education (Community Partner)	Monetary donation of \$507.44 for staff development
Beechwood	Jill Stecher (Parent)	Monetary donation of \$315.00 for the school
Beechwood	Albert Bushala (Student)	Monetary donation of \$4,235.00 for the technology program
Fern Drive	Target Take Charge of Education (Community Partner)	Monetary donation of \$627.79 for the school
Fern Drive	Jinny Park (Parent)	Monetary donation of \$500.00 for the school
Fisler	Target Take Charge of Education (Community Partner)	Monetary donation of \$325.80 for the school
Fisler	Toyota Motor Sales, USA, Inc. (Community Partner)	Monetary donation of \$2,000.00 for the school
Laguna Road	Wells Fargo Foundation Educational Matching Gift Program (Community Partner)	Monetary donation of \$198.00 for the school
Laguna Road	Target Take Charge of Education (Community Partner)	Monetary donation of \$406.23 for the school
Nicolas Jr. High	Blanca Gomez (Community Member)	Donation of instructional materials for RSP classes
Orangethorpe	Fullerton Families & Friends by John Wilson Phelps II Trust Est. 09-88 (Community Partner)	Monetary donation of \$5,000.00 for the school
Parks Jr. High	Mr. & Mrs. John Choi (Parent)	Monetary donation of \$100.00 for the Home Economics class
Parks Jr. High	Toyota Motor Sales, USA, Inc. (Community Partner)	Monetary donation of \$100.00 for the ASB Band

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director of Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED E22B0015, E22C0020 THROUGH E22C0028, E22D0141 THROUGH E22D0177, E22M0061 THROUGH E22M0071, E22R0178 THROUGH E22R0219, E22T0008, E22V0032 THROUGH E22V0043, AND E22X0209 THROUGH E22X0217 FOR THE 2010/2011 FISCAL YEAR

Background: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors. Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail – Canceled Purchase Orders, or Purchase Order Detail – Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

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

Rationale: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b), Roles of Board of Trustees.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered E22B0015, E22C0020 through E22C0028, E22D0141 through E22D0177, E22M0061 through E22M0071, E22R0178 through E22R0219, E22T0008, E22V0032 through E22V0043, and E22X0209 through E22X0217 for the 2010/2011 fiscal year.

GC:SS:ds
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22B0015	HOLT MCDOUGAL	512.00	512.00	0138055103 4100	Instructional Material K 8 / Textbooks
E22C0020	ORANGE CNTY DEPARTMENT OF EDUC	50.00	50.00	0130227101 5210	Econ Impact Aid Sunset Lane / Conferences and Meetings
E22C0021	ORANGE CNTY DEPARTMENT OF EDUC	300.00	300.00	0122430101 5210	Title III Limited Engl Fisler / Conferences and Meetings
E22C0023	ORANGE CNTY DEPARTMENT OF EDUC	30.00	30.00	0124354101 5210	ARRA IDEA Preschool B611 Instr / Conferences and
E22C0024	RIVERSIDE PUBLISHING COMPANY	199.00	199.00	0150655359 5210	STAR Testing Prog (Mandate) DC / Conferences and
E22C0025	CALIFORNIA MATH COUNCIL SOUTH	150.00	150.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
E22C0026	SCHOOL SERVICES OF CALIFORNIA	350.00	175.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			175.00	0153750799 5210	Business Administration DC / Conferences and Meetings
E22C0027	CASBO	475.00	475.00	0153750799 5210	Business Administration DC / Conferences and Meetings
E22C0028	PUENTE HILLS SELPA	150.00	150.00	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and
E22D0141	SUPPLY MASTER	358.10	358.10	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
E22D0142	OFFICE DEPOT BUSINESS SERVICE	62.64	62.64	0130418103 4310	SBCP Instr Laguna / Materials and Supplies Instr
E22D0143	AT&T MOBILITY	326.25	326.25	0109712279 4350	Supp Grant Supp Admin Common / Materials and Supplies
E22D0144	AT&T MOBILITY	195.75	195.75	0109712109 5900	Suppl Grant Support Commonwlth / Communications
E22D0145	SUPPLY MASTER	482.42	482.42	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22D0146	GOV CONNECTION	982.01	982.01	0110217199 4310	Computer Ladera Vista / Materials and Supplies Instr
E22D0147	AMAZON.COM	352.91	352.91	0110217199 4310	Computer Ladera Vista / Materials and Supplies Instr
E22D0148	CDW.G	66.00	66.00	0110217199 4310	Computer Ladera Vista / Materials and Supplies Instr
E22D0149	SCHOOL SPECIALTY	532.59	532.59	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22D0150	SCHOOL SPECIALTY	341.26	341.26	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22D0151	PRO ED	72.44	72.44	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22D0152	READ NATURALLY	178.13	178.13	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22D0153	APPLE COMPUTER INC.	473.06	473.06	0110225109 4310	Instruction Richman DC / Materials and Supplies Instr
E22D0154	FREE WILL PRINTING COMPANY	1,174.69	587.35	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0154	*** CONTINUED ***				
			58.74	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			117.47	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			58.74	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			58.74	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
			58.74	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
			117.47	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			117.44	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
E22D0155	NYSTROM	236.31	118.15	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
			118.16	0130418103 4310	SBCP Instr Laguna / Materials and Supplies Instr
E22D0156	SOUTHPAW ENTERPRISES	1,189.49	1,189.49	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22D0157	CDW.G	126.26	126.26	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22D0158	BARNES AND NOBLE INC	65.25	65.25	0140155239 4310	Curriculum Development Discret / Materials and Supplies
E22D0159	ROCHESTER 100 INC	399.66	399.66	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0160	VERIZON WIRELESS	114.61	114.61	0135252823 4350	School Safety Utilities / Materials and Supplies Office
E22D0161	SUPPLY MASTER	507.87	507.87	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0162	SCHOOL SPECIALTY	122.93	122.93	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
E22D0163	DISCOUNT SCHOOL SUPPLY	306.14	306.14	0124954392 6410	ARRA IDEA PreschB619 Pupil Svc / New Equip Less
E22D0164	SUPPLY MASTER	141.32	141.32	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
E22D0165	SUPPLY MASTER	2,635.74	1,561.43	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
			1,074.31	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
E22D0166	SUPPLY MASTER	746.73	746.73	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
E22D0167	SUPPLY MASTER	3,044.64	456.71	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			456.71	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			2,131.22	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22D0168	SUPPLY MASTER	1,673.54	1,673.54	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
E22D0169	COMPLETE BUSINESS SYSTEMS	719.81	719.81	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0170	LAKESHORE LEARNING	1,464.86	1,464.86	0110130109 4310	CSR Option II Program Fisler / Materials and Supplies Instr
E22D0171	GROW PUBLICATIONS	131.78	131.78	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
E22D0172	REALLY GOOD STUFF	491.75	491.75	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
E22D0173	PC AND MACEXCHANGE	228.68	228.68	0130418103 4310	SBCP Instr Laguna / Materials and Supplies Instr
E22D0174	AMAZON.COM	1,181.91	590.96	0132952101 4310	Afir Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
			295.48	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			295.47	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
E22D0175	AMAZON.COM	281.14	281.14	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22D0176	OAK TREE PRODUCTS	1,642.13	1,642.13	0130430103 4310	SBCP Instr Fisler / Materials and Supplies Instr
E22D0177	E L ACHIEVE	6,768.75	6,768.75	0122428101 4310	Title III Ltd Engl Val Park / Materials and Supplies Instr
E22M0061	TOXCO INC	652.50	652.50	0154053829 5899	Hazardous Materials and Waste / Other Expenses
E22M0062	GRAINGER INC, WW	371.93	371.93	1453327819 4363	Deferred Maint Sunset Lane / Materials and Supplies
E22M0063	GANAHL LUMBER	842.42	842.42	1453325819 4363	Deferred Maint Richman School / Materials and Supplies
E22M0064	GRAINGER INC, WW	348.00	348.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0065	GEARY PACIFIC SUPPLY	2,257.65	2,257.65	1453324819 4363	Deferred Maint Raymond School / Materials and Supplies
E22M0066	AMBIENT ENVIRONMENTAL INC	12,950.00	12,950.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0067	AMBIENT ENVIRONMENTAL INC	2,700.00	2,700.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0068	AMBIENT ENVIRONMENTAL INC	2,700.00	2,700.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0069	COVENANT AIR SYSTEM	4,102.00	4,102.00	1453323819 5640	Deferred Maint Parks Jr High / Repairs by Vendors
E22M0070	AMERICAN FIRE SAFETY	171.31	171.31	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0071	AMBIENT ENVIRONMENTAL INC	14,950.00	14,950.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22R0178	OFFICE DEPOT BUSINESS SERVICE	34.25	34.25	0153050799 4350	Business Administration DC / Materials and Supplies
E22R0179	D AND D SECURITY RESOURCES INC	485.89	485.89	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
E22R0180	DAILY JOURNAL CORPORATION	55.20	55.20	0153150759 5902	Warehouse DC / Communications Advertisement

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0181	STAPLES 025724519	268.59	268.59	0153050799 4350	Business Administration DC / Materials and Supplies
E22R0182	LINGUI SYSTEMS INC	325.88	325.88	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0183	HEINEMANN PUBLISHING	34.19	34.19	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
E22R0184	INTL BACCALAUREATE NORTH AMERI	8,400.00	8,400.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
E22R0185	OFFICE DEPOT BUSINESS SERVICE	77.69	77.69	0130655223 4350	Peer Assistance Review Prog / Materials and Supplies
E22R0186	LINGUI SYSTEMS INC	2,047.50	2,047.50	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0187	E L ACHIEVE	4,061.26	4,061.26	0130252101 4310	Econ Impact Aid Instruct Distr / Materials and Supplies Inst
E22R0188	ORIENTAL TRADING COMPANY	100.09	100.09	0151354341 4350	Health Services / Materials and Supplies Office
E22R0189	MOVIE LICENSING USA	6,694.00	6,694.00	0140055249 4310	Multi Media Technology DC / Materials and Supplies Instr
E22R0190	SCHOOL MATE	665.00	665.00	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
E22R0191	LINGUI SYSTEMS INC	86.89	86.89	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0192	ORANGE CNTY DEPARTMENT OF EDUC	68,159.00	68,159.00	0153050799 5810	Business Administration DC / Data Processing Services
E22R0193	DIMICK, SANDI	134.30	134.30	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
E22R0194	M G DISPOSAL SYSTEMS	68.64	68.64	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22R0195	THERAPRO	154.38	154.38	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0196	PAR INC	997.52	997.52	0151154321 4315	Psychological Services / Materials Test Kits Protocols
E22R0197	DISCOUNT SCHOOL SUPPLY	257.47	257.47	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0198	RENAISSANCE LEARNING INC	3,903.00	3,903.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
E22R0199	DECISION INSIGHT LLC	15,080.00	15,080.00	0140955259 5810	Information Systems ServicesDC / Data Processing
E22R0200	GOV CONNECTION	93.42	12.94 80.48	0125554101 6410 0151454391 4350	LEA Medi Cal Reimburse Speech / New Equip Less Than Special Services / Materials and Supplies Office
E22R0201	OFFICE DEPOT BUSINESS SERVICE	1,217.85	1,217.85	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0202	OFFICE DEPOT BUSINESS SERVICE	267.06	267.06	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0203	LINGUI SYSTEMS INC	60.80	60.80	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0204	PEREDA, ENRIQUETA	53.00	53.00	1231852101 5880	Pre K Family Literacy Instr / Fingerprinting
E22R0205	SAN DIEGO MUSEUM OF MAN	543.20	543.20	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22R0206	REUBEN H FLEET SCIENCE CENTER	204.00	204.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22R0207	GONZALEZ, BITIA	184.03	184.03	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0208	WARREN, NAIDENE	242.18	242.18	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0209	MARTINDALE, JESSE	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
E22R0210	LEE, JULIENNE	78.44	78.44	0140055249 4310	Multi Media Technology DC / Materials and Supplies Instr
E22R0211	RACHEL'S CHALLENGE	2,300.00	2,300.00	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
E22R0212	RACHEL'S CHALLENGE	1,800.00	1,800.00	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
E22R0213	AMAZON.COM	1,062.34	1,062.34	0130252271 4200	Econ Impact Aid Sch Admin Dist / Books Other Than
E22R0214	SCHOLASTIC MAGAZINES	1,580.06	1,580.06	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22R0215	BRAINPOP LLC	995.00	995.00	0130423103 4310	SBCP Instr Parks / Materials and Supplies Instr
E22R0216	FOLLETT SOFTWARE COMPANY	340.00	340.00	0134523101 4310	English Lang Acq Prg Parks / Materials and Supplies Instr
E22R0217	FULLERTON EXCELLENCE IN	1,500.00	1,500.00	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
E22R0218	YORK INSURANCE SERVICES GROUP	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
E22R0219	AMAZON.COM	205.59	205.59	0109555101 4310	Beckman Science Instructional / Materials and Supplies
E22T0008	CCP INDUSTRIES INC	259.82	129.91	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			129.91	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
E22V0032	MARKREADY ELECTRIC INC	2,840.00	2,840.00	0152950109 5640	Districtwide Expense Instruct / Repairs by Vendors
E22V0033	DELL COMPUTER CORPORATION	1,234.21	441.42	0160690371 4350	Food Services / Materials and Supplies Office
			792.79	0160690371 6410	Food Services / New Equip Less Than \$10,000
E22V0034	GOV CONNECTION	1,535.56	696.01	0110217129 4310	Physical Education Ladera Vist / Materials and Supplies
			839.55	0110217129 6410	Physical Education Ladera Vist / New Equip Less Than
E22V0035	APPLE COMPUTER INC.	33,966.54	5,810.72	0109211109 6410	Sch Theme Resrch Instr Beechwd / New Equip Less Than
			3,486.50	0130411103 4310	SBCP Instruction Beechwood / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22V0035	*** CONTINUED ***				
			24,669.32	0130411103 6410	SBCP Instruction Beechwood / New Equip Less Than
E22V0036	INNOVENTIONS INC	4,812.26	576.45	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
			4,235.81	0140955259 6410	Information Systems ServicesDC / New Equip Less Than
E22V0037	CONCEPTS SCHOOL AND OFFICE FUR	4,317.38	863.48	2567050851 6410	Facilities / New Equip Less Than \$10,000
			3,453.90	2567211859 6410	Fac Growth Dev Fees Beechwood / New Equip Less Than
E22V0038	AT KRATTER AND COMPANY INC	1,843.31	217.50	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			1,625.81	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
E22V0039	PHONAK HEARING SYSTEMS	1,015.32	207.31	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			808.01	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
E22V0040	APPLE COMPUTER INC.	21,054.73	14,964.81	0122152101 4310	ARRA Title II EETT Instruction / Materials and Supplies
			6,089.92	0122152101 6410	ARRA Title II EETT Instruction / New Equip Less Than
E22V0041	PRENTKE ROMICH COMPANY	3,393.01	271.88	0124154392 4310	ARRA IDEA Basic Pupil Enhance / Materials and Supplies
			3,121.13	0124154392 6410	ARRA IDEA Basic Pupil Enhance / New Equip Less Than
E22V0042	MACGILL AND COMPANY	2,872.09	2,872.09	0125554101 6450	LEA Medi Cal Reimburse Speech / Repl Equip Less Than
E22V0043	MITY LITE INC	1,337.63	1,337.63	0142054201 6410	Special Ed Administration / New Equip Less Than \$10,000
E22X0209	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
E22X0210	PEPPER MUSIC, J W	500.00	500.00	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
E22X0211	ALBERTSON'S INC	250.00	250.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
E22X0212	ALBERTSON'S INC	250.00	250.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
E22X0213	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22X0214	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0142554279 4350	Calif Childrens Services Instr / Materials and Supplies Offi
E22X0215	SOUTHWEST SCHOOL SUPPLY	1,000.00	1,000.00	0151354341 4350	Health Services / Materials and Supplies Office
E22X0216	SMART AND FINAL STORES CORPORA	500.00	500.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
E22X0217	OFFICE DEPOT BUSINESS SERVICE	950.00	950.00	0132952271 4350	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010**

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	275,163.62		
		Fund 12 Total:	4,275.93		
		Fund 14 Total:	7,574.00		
		Fund 25 Total:	4,317.38		
		Fund 68 Total:	9,187.50		
		Total Amount of Purchase Orders:	300,518.43		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **10/12/2010**

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22B0013	HOUGHTON MIFFLIN COMPANY	17,769.10	+937.88	0138055103 4100	Instructional Material K 8 / Textbooks
E22X0073	SOUTHWEST SCHOOL SUPPLY	1,000.00	+500.00	0110224109 4310	Instruction Raymond DC / Materials and Supplies Instr
E22X0078	SOUTHWEST SCHOOL SUPPLY	3,500.00	+3,000.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22X0083	SOUTHWEST SCHOOL SUPPLY	8,100.00	+7,500.00	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
E22X0088	SOUTHWEST SCHOOL SUPPLY	7,500.00	+5,000.00	0130229101 4310	Econ Impact Aid Woodcrest / Materials and Supplies Instr
E22X0094	SOUTHWEST SCHOOL SUPPLY	11,000.00	+4,000.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies Instr
Fund 01 Total:			20,937.88		
Total Amount of Change Orders:			20,937.88		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0022	ORANGE CNTY DEPARTMENT OF	30.00	30.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
	Fund 12 Total:	30.00			
	Total Amount of Purchase Orders:	30.00			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/12/2010

FROM 09/07/2010 TO 09/20/2010

PO
NUMBER **VENDOR**

PO **CHANGE ACCOUNT**
TOTAL **AMOUNT NUMBER**

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/12/2010

FROM 09/07/2010 TO 09/20/2010

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/12/2010

FROM 09/07/2010 TO 09/20/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E48R002	RUTAN AND TUCKER	667.00	667.00	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
	Fund 01 Total:	667.00			
	Total Amount of Purchase Orders:	667.00			

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/12/2010

FROM 09/07/2010 TO 09/20/2010

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/12/2010

FROM 09/07/2010 TO 09/20/2010

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

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Lisa Reynoso, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 130178 THROUGH 130235 AND OUT-OF-DATE SEQUENCE
PURCHASE ORDER NUMBERED GS-130003 FOR THE 2010/2011 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 7, 2010 through September 20, 2010 contains purchase orders numbered 130178 through 130235 and out-of-date sequence purchase order numbered GS-130003 for the 2010/2011 school year totaling \$326,156.63. Purchase order numbered 130200 was voided.

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 130178 through 130235 and out-of-date sequence purchase order numbered GS-130003 for the 2010/2011 school year.

GC:LR:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
09-07-10 through 09-20-10

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
	NONE			
	Out of Date Sequence P.O.'s			
9/1/2010	Gold Star Foods	GS-130003	Commodity	103.54
	Processed Food & Commodity P.O.'s			
	Total OPEN Purchase Orders			
	Total Purchase Orders Out of Date Sequence			
	Total Processed Food & Commodity P.O.'s			
	Total Purchase Orders from Purchase Order Detail Report			
	TOTAL PURCHASE ORDERS			
				\$ -
				103.54
				-
				326,053.09
				\$ 326,156.63

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/7/2010 and 9/20/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
A & R Distributors	130180	9/8/2010	9/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$29.96
A & R Distributors	130195	9/10/2010	9/29/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,500.40
A & R Distributors	130198	9/13/2010	10/6/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,435.83
A & R Distributors	130199	9/13/2010	10/13/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,564.02
A & R Distributors	130216	9/13/2010	9/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$34.88
A & R Distributors	130225	9/13/2010	9/22/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$478.77
Vendor Total:						\$5,043.86
California School Nutrition Association	130228	9/14/2010	9/14/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$45.00
Vendor Total:						\$45.00
Fullerton School District	130193	9/10/2010	9/10/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$47,976.21
Fullerton School District	130194	9/10/2010	9/30/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$190,000.00
Vendor Total:						\$237,976.21
Swift Produce	130184	9/10/2010	9/13/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$868.00
Swift Produce	130185	9/10/2010	9/14/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$92.20
Swift Produce	130186	9/10/2010	9/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$76.35

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/7/2010 and 9/20/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130187	9/10/2010	9/16/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$45.45
Swift Produce	130188	9/10/2010	9/10/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$59.90
Swift Produce	130189	9/10/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$37.79
Swift Produce	130229	9/15/2010	9/20/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$63.90
Swift Produce	130230	9/15/2010	9/21/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$63.90
Swift Produce	130231	9/15/2010	9/22/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$63.90
Swift Produce	130232	9/15/2010	9/23/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$63.90
Swift Produce	130233	9/15/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$63.90
Vendor Total:						\$1,499.19
Gold Star Foods	130179	9/8/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,397.90
Gold Star Foods	130183	9/9/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$503.70
Gold Star Foods	130197	9/10/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$9,553.96
Gold Star Foods	130206	9/13/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$165.80
Gold Star Foods	130207	9/13/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$215.00
Gold Star Foods	130208	9/13/2010	10/8/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$9,277.91
Gold Star Foods	130209	9/13/2010	10/8/2010			<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/7/2010 and 9/20/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods	130209	9/13/2010	10/8/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$145.00
Gold Star Foods	130210	9/13/2010	10/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$9,053.93
Gold Star Foods	130211	9/13/2010	10/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$205.00
Gold Star Foods	130212	9/13/2010	10/22/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,128.71
Gold Star Foods	130213	9/13/2010	10/22/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$140.00
Gold Star Foods	130218	9/13/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$626.40
Gold Star Foods	130220	9/13/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,585.52
Gold Star Foods	130221	9/13/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,419.42
Gold Star Foods	130223	9/13/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$160.65
Vendor Total:						\$38,723.90
P & R	130182	9/9/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$24.68
					P.O. Total:	\$306.68
P & R	130190	9/10/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$358.80
Vendor Total:						\$665.48
ASR Food Distributors, Inc.	130178	9/8/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$138.84
ASR Food Distributors, Inc.	130192	9/10/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,518.50
ASR Food Distributors, Inc.	130196	9/10/2010	9/24/2010			<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/7/2010 and 9/20/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	130196	9/10/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,148.05
ASR Food Distributors, Inc.	130201	9/13/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$11,233.15
ASR Food Distributors, Inc.	130202	9/13/2010	10/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,153.30
ASR Food Distributors, Inc.	130203	9/13/2010	10/22/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,618.80
ASR Food Distributors, Inc.	130217	9/13/2010	10/8/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,500.39
ASR Food Distributors, Inc.	130222	9/13/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$763.20
ASR Food Distributors, Inc.	130224	9/13/2010	9/24/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,062.32
Vendor Total:						\$29,284.60
Chefs' Toys	130235	9/17/2010	9/17/2010			<input type="checkbox"/>
					Sales Tax:	\$0.59
					P.O. Total:	\$7.31
Vendor Total:						\$7.31
Campus Foods	130191	9/10/2010	9/23/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$858.00
Campus Foods	130204	9/13/2010	9/30/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$592.50
Campus Foods	130205	9/13/2010	10/7/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,235.25
Campus Foods	130219	9/13/2010	9/23/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$84.60
Campus Foods	130226	9/13/2010	10/14/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$757.16
Campus Foods	130227	9/13/2010	9/30/2010			<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/7/2010 and 9/20/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Campus Foods	130227	9/13/2010	9/30/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,277.28
Campus Foods	130234	9/16/2010	9/23/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,721.24
					Vendor Total:	\$8,803.31
Trade Supplies	130181	9/9/2010	10/20/2010			<input type="checkbox"/>
					Sales Tax:	\$13.96
					P.O. Total:	\$1,575.28
					Vendor Total:	\$1,575.28
U.S. Foodservice, Inc.	130214	9/13/2010	10/13/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,162.65
U.S. Foodservice, Inc.	130215	9/13/2010	10/20/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,266.30
					Vendor Total:	\$2,428.95

GRAND TOTAL \$326,053.09

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Suwen Su, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 75474 THROUGH 75609 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 75474 through 75609 for the 2010/2011 school year totaling \$533,706.45. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$462,996.03
12 Child Development	9,446.04
14 Deferred Maintenance	39,221.00
21 Building Fund	157.23
25 Capital Facilities	2,208.50
68 Workers' Compensation	17,824.36
81 Property/Liability Insurance	1,853.29
Total	\$533,706.45

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 75474 through 75609 for the 2010/2011 school year.

GC:SS:ds

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7811 THROUGH 7866 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 7811 through 7866 for the 2010/2011 school year. The total amount presented for approval is \$87,913.86. Warrants numbered 7829 and 7837 were voided.

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 7811 through 7866 for the 2010/2011 school year.

GC:LR:dlh

CONSENT ITEM

DATE: October 12, 2010

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/RATIFY SECOND AMENDMENT TO GRANT AGREEMENT NO. FC-SR2-07 BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FULLERTON SCHOOL DISTRICT FOR THE PROVISION OF SERVICES EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011**

Background: In 2002, the Orange County Children and Families Commission established a School Readiness Initiative to define and promote school readiness for all children from prenatal to age five. The entitlement for this grant comes from Proposition 10 funds. In 2006, Commission and District entered into the original agreement for provision of project services. The First Amendment to Agreement awarded additional monies for family literacy for an additional three years ending June 30, 2010. The Second Amendment to Agreement awards the District an additional \$125,000.00 to provide increased or additional services and extends the term of the Agreement by twelve (12) months from July 1, 2010 through June 30, 2011.

Rationale: The increase in funds supports staff and materials to enhance the Family Literacy component within the School Readiness Program. This will be accomplished by ensuring that parents have an understanding of early literacy and know how to create a literacy rich environment.

Funding: The Commission will provide an extra \$125,000.00 for an additional twelve (12) months. Funding is applied to School Readiness budget (01).

Recommendation: Approve/Ratify Second Amendment to Grant Agreement No. FC-SR2-07 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2010 through June 30, 2011.

MD:MC:ln
Attachment

SECOND AMENDMENT TO GRANT AGREEMENT NO. FC-SR2-07
BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
FULLERTON SCHOOL DISTRICT
FOR THE PROVISION OF SERVICES

This **SECOND AMENDMENT TO AGREEMENT** ("Second Amendment") is entered into as of the 5th Day of May, 2010 ("Date of Amendment"), which date is enumerated for the purpose of reference only, by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **FULLERTON SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). The Original Agreement, the First Amendment and this Second Amendment are and shall continue to be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

- A.** COMMISSION and CONTRACTOR previously entered into that certain Agreement for the Provision of Project Services dated May 3, 2006, under which the COMMISSION granted funds for the "Project" described in Exhibits A, A-1 and B therein ("Original Agreement").
- B.** Pursuant to the Original Agreement, COMMISSION granted to CONTRACTOR funds to further the purposes of and implement COMMISSION's Strategic Plan.
- C.** On December 5, 2007 COMMISSION awarded additional funding of \$211,424 and entered into a First Amendment with CONTRACTOR provide additional or expanded Services under the terms and conditions of the Original Agreement.
- D.** COMMISSION hereby awards an amount not to exceed \$125,000 in order to provide increased or additional Services to CONTRACTOR and CONTRACTOR desires to accept the additional funding in order to continue to provide services pursuant to the terms and conditions of the Original Agreement, as amended by this Second Amendment. The Original Agreement, the First Amendment and this Second Amendment are referred to collectively as the "Agreement".
- E.** The parties desire by this Second Amendment to extend the Term of the Agreement by twelve (12) months.
- F.** The parties desire by this Second Amendment to amend and restate COMMISSION's Maximum Payment Obligation.
- G.** The parties desire by this Second Amendment to amend Exhibit A-1 to add the Work Plan for the period July 1, 2010 through June 30, 2011 (Amended Work Plan). The Amended Work Plan is added to Exhibit A-1 of the Original Agreement. A copy of the Amended Work Plan in Exhibit A-1 for the period July 1, 2010 through June 30, 2011 is attached herein and incorporated by reference.

H. The Project Summary, Exhibit A, of the Original Agreement sets forth parameters, tasks, and scope of the Services to be provided by Contractor, as provided in this Second Amendment to the Original Agreement, and is herein amended to reflect the milestones identified in the Amended Work Plan.

I. The parties desire by this Second Amendment to amend and restate Exhibit B, Project Budget. This restated Exhibit B shall replace the existing Exhibit B in the Original Agreement. A copy of the restated Exhibit B is attached herein and incorporated by reference.

J. The parties desire by this Second Amendment to amend and restate Attachment 1 to Exhibit B, the Staffing Table. This restated Attachment 1 to Exhibit B shall replace the existing Attachment 1 to Exhibit B in the Original Agreement. A copy of the restated Attachment 1 to Exhibit B is attached herein and incorporated by reference.

K. The parties desire by this Second Amendment to amend and restate Attachment 2 to Exhibit B, the Direct Project Expenses Table. This restated Attachment 2 to Exhibit B shall replace the existing Attachment 2 to Exhibit B in the Original Agreement. A copy of the restated Attachment 2 to Exhibit B is attached herein and incorporated by reference.

L. Capitalized terms in this Second Amendment are as set forth in the Original Agreement, or as specifically defined herein.

NOW, THEREFORE, based upon the foregoing Recitals, which are hereby a substantive part of this Second Amendment, and in consideration of the covenants contained herein, COMMISSION and CONTRACTOR hereby agree as follows:

1. Term. The Term, as defined in Paragraph 1 of the Original Agreement, is extended twelve (12) months. The Term is amended and shall be the period commencing July 1, 2006 and continuing through June 30, 2011.

2. Maximum Payment Obligation. Additional funding of \$125,000 is provided by COMMISSION to CONTRACTOR by this Second Amendment for a cumulative total of One Million Two Hundred Fifty Nine Thousand Four Hundred Twenty Four Dollars (\$1,259,424). Paragraph 16 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows "The 'Maximum Payment Obligation' of COMMISSION to CONTRACTOR under this Agreement shall be ONE MILLION TWO HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS or the actual reasonable cost incurred and paid for performance of the Services, whichever is *less*"; which amount is the sum of (a) the first allocation of \$923,000 on May 3, 2006; (b) the second allocation of \$211,424 on December 5, 2007; and (c) the third allocation of \$125,000 as specified in the amended and restated Exhibit B to Second Amendment to Agreement, attached hereto as Exhibit B and fully incorporated herein by this reference.

3. Subparagraph 16.1.1 of the Agreement is hereby amended to read as follows:

"16.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2006 through June 30, 2007 shall be \$230,750.00."

4. Subparagraph 16.1.2 of the Agreement is hereby amended to read as follows:

"16.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2007 through June 30, 2008 shall be \$282,847.54."

5. Subparagraph 16.1.3 of the Agreement is hereby amended to read as follows:

“16.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2008 through June 30, 2009 shall be \$330,369.27.”

6. Subparagraph 16.1.4 of the Agreement is hereby amended to read as follows:

“16.1.4. The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2009 through June 30, 2010 shall be \$290,457.19.”

7. Subparagraph 16.1.5 of the Agreement is hereby added to read as follows:

“16.1.5. The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2010 through June 30, 2011 shall be \$125,000.00.”

8. Subparagraph 4.8 of Exhibit A to the Agreement is hereby added to read as follows:

“4.8 The Parties agree that for purposes of this Agreement, each “Full Time Equivalent (FTE)” position(s) equals a minimum of sixteen hundred (1,600) hours per year.”

9. Amended and Restated Work Plan, Exhibit A-1. The Amended Work Plan, Exhibit A-1, attached hereto and incorporated herein by this reference, is added to the Agreement and sets forth the performance tasks and outcomes to be achieved for final period of the Term, the period July 1, 2010 through June 30, 2011.

10. No Other Changes. Except as amended by this Second Amendment, the terms of the Original Agreement as amended by the First Amendment shall remain in full force and effect as written and entered into between COMMISSION and CONTRACTOR.

[Signature blocks for Second Amendment start on next page]

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of the date and year set forth above in the first paragraph hereof and have executed this Second Amendment in the County of Orange, State of California.

**CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY:**

By: _____
Chair

**SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION**

BY _____
DARLENE J. BLOOM
Clerk of the Children and Families Commission
of Orange County

DATED: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Terry C. Andrus, Commission Counsel

FULLERTON SCHOOL DISTRICT, a California
public school district, organized and existing under
the laws of the State of California

Dated: _____

By: _____
Mitch Hovey, Superintendent

EXHIBIT A-1

Work Plan for the period July 1, 2010 – June 30, 2011

Commission Lead: Cinda Muckenthaler
 Approved by: Perlee Trout Evaluation Manager 9-20-10

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Fullerton School District	State School Readiness Program	Linda Jimenez Martinez, SR Coordinator	Linda Jimenez@fsd.k12.ca.us 714-447-7477	FC-SR2-07

Project Abstract (a short description of the project):

The School Readiness (SR) program will provide integrated services to children 0-5 and their families, living within the boundaries of low-performing schools within the district, in order to increase their readiness for Kindergarten. Services will include quality early education programs, health screenings, mental health services, speech therapy, and resource/referral services for the district area.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data			Start Date	End Date
				Modality	Unit	Client Type		
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC 2.2.1 Children receive developmental screening using AAP recommended tools (e.g. PEDS, ASQ). <u>Note:</u> 48-Valencia Park 48- Maple 48- Commonwealth 72- Richmond 50-Learning Learning Link (Sense of Wonder) Drop In	In-person consultation/ service	Services completed	Children 0-5	7/1/2010	6/30/2011
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.3 Children receive vision screening	In-person consultation/ service	Services completed	Children 0-5	7/1/2010	6/30/2011

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 Approved by: Perlee Trout Evaluation Manager 9-20-10

HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.4 Children receive hearing screening	In-person consultation/ service	Services completed	Children 0-5	266 children	7/1/2010	6/30/2011
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	In-person consultation/ service	Services completed	Children 0-5	266 children	7/1/2010	6/30/2011
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.6 Children receive health status screening (e.g., asthma, allergies, etc.)	In-person consultation/ service	Services completed	Children 0-5	266 children	7/1/2010	6/30/2011
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.8 Children receive comprehensive screening (Includes: vision, hearing, height, weight, health, and developmental milestones using PEDS or ASQ)	In-person consultation/ service	Services completed	Children 0-5	266 children	7/1/2010	6/30/2011

EXHIBIT A-1
Work Plan for the period July 1, 2010– June 30, 2011

Commission Lead: Cinda Muckenheimer
 Approved by: Perlee Trout Evaluation Manager 9-20-10

HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.10 Parents receive education, resources, referrals, and support regarding their child's developmental concerns	In-person consultation/ service	Client contact	Parent	200 parents	7/1/2010	6/30/2011
HC.3 Children have and use a regular place for medical and dental care	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage. (H)	HC.3.1.1 Children are assisted with their health insurance enrollment	In-person consultation/ service	Services completed	Children 0-5	20 children	7/1/2010	6/30/2011
HC.3 Children have and use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health care home	In-person consultation/ service	Services completed	Children 0-5	20 children	7/1/2010	6/30/2011
HC.3 Children have and use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9%. (C)	HC.3.4.2 Children receive a dental screening	In-person consultation/ service	Services completed	Children 0-5	266 children	7/1/2010	6/30/2011
HC.4 Children grow up healthy	Healthy body weight	HC.4.2 Decrease the proportion of overweight children to 5% (H)	HC.4.2.1 Parents receive nutrition and physical activity education	In-person consultation/ service	Services completed	Parent	20 parents	7/1/2010	6/30/2011
HC.4 Children grow up healthy	Immunization	HC.4.3 Increase age appropriate immunization levels to at least 95% (C)	HC.4.3.1 Children screened for up to date immunizations	In-person consultation/ service	Services completed	Children 0-5	266 children	7/1/2010	6/30/2011

EXHIBIT A-1
Work Plan for the period July 1, 2010– June 30, 2011

Commission Lead: Cinda Muckenthaler
 Approved by: Perree Trout Evaluation Manager 9-20-10

Coal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data			Start Date	End Date
				Modality	Unit	Client Type		
SF.3 Caregivers have ready access to family support services and resources.	Information and Referral	SF.3.1 Increase community awareness of and linkage to available services (P)	SF.3.1.4 Parents receive follow up on referrals and services are accessed	Phone consultation	Services completed	Parent	7/1/2010	6/30/2011
SF.4 Families have resources to support the management and treatment of their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.4 Parents receive education, resources, referrals, and support regarding their child's behavioral health issues for their child	In-person consultation/ services	Services completed	Parent	7/1/2010	6/30/2011

Coal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data			Start Date	End Date
				Modality	Unit	Client Type		
EL.1 Children have the developmental skills* to be proficient learners in school	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home <u>Note:</u> Learning Link (Sense of Wonder) Drop In Learning Link	In-person consultation/ services	Client contact	Children 0-5	7/1/2010	6/30/2011

EXHIBIT A-1

Work Plan for the period July 1, 2010– June 30, 2011

Commission Lead: Cinda Muckenthaler
 Approved by: Perfee Trout Evaluation Manager 9-20-10

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data			Target #	Start Date	End Date
				Modality	Unit	Client Type			
EL.1 Children have the developmental skills* to be proficient learners in school*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills.	Math proficiency	EL.1.4 80% of typically developing children are effective learners in numeracy.	EL.1.4.1 Children participating in early math programs <u>Note:</u> Learning Link (Sense of Wonder) Drop In	In-person consultation/ services	Client contact	Children 0-5	50 children	7/1/2010	6/30/2011
EL.1 Children have the developmental skills* to be proficient learners in school	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.2 Children with special needs participate in early childhood care and education programs	In-person consultation/ services	Client contact	Children 0-5	2 children	7/1/2010	6/30/2011
EL.1 Children have the developmental skills* to be proficient learners in school	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELCCO, and develop improvement plans, when needed, to improve the quality of existing district and/or community ECE programs <u>Note:</u> Learning Link	Annual Report		Provider	1 provider	7/1/2010	6/30/2011
EL.1 Children have the developmental skills* to be proficient learners in school	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	EL.1.8.1 Children receive center-based early care and education services other than preschool <u>Note:</u> Learning Link	In-person consultation/ services	Client contact	Children 0-5	50 children	7/1/2010	6/30/2011

EXHIBIT A-1
Work Plan for the period July 1, 2010– June 30, 2011

Commission Lead: Cinda Muckenthaler
 Approved by: Perlee Trout Evaluation Manager 9-20-10

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data			Target #	Start Date	End Date
				Modality	Unit	Client Type			
EL.1 Children have the developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	EL.1.8.4 Children receive enhanced school readiness services through other preschool programs Note: 48- Valencia Park 48- Maple 48- Commonwealth 72- Richmond	Classroom	Client contact	Children 0-5	216 children	7/1/2010	6/30/2011

**Exhibit B to Grant Agreement FC-SR2-07
PROJECT BUDGET**

FULLERTON SCHOOL DISTRICT	Funds Due 7/1/06 - 6/30/07	Funds Due 7/1/07 – 6/30/08	Funds Due 7/1/08 – 6/30/09	Funds Due 7/1/09 – 6/30/10	Funds Due 7/1/10 – 6/30/11
Staffing	\$155,108.83	\$179,276.17	\$213,050.87	\$192,648.76	\$83,348.00
Benefits	\$63,875.82	\$64,375.10	\$69,582.62	\$66,087.69	\$34,277.00
Direct Project Expenses	\$3,211.76	\$22,738.79	\$32,979.23	\$19,546.59	\$3,192.00
Indirect/Administrative	\$0	\$0	\$0	\$0	\$4,183.00
Other	\$8,553.59	\$16,457.48	\$14,756.55	\$12,174.15	\$0
TOTAL FUNDS DUE	\$230,750.00	\$282,847.54	\$330,369.27	\$290,457.19	\$125,000.00

MAXIMUM PAYMENT OBLIGATION: \$1,259,424

Attachment 1 to Exhibit B

STAFFING TABLE					
Position Title: School Readiness Teacher	Year 1	Year 2	Year 3	Year 4	Year 5
	\$52,528 1.00 FTE	\$95,307 1.00 FTE	\$100,307 1.00 FTE	\$100,307 1.00 FTE	0
Minimum Qualifications: Child Development Permit Teacher with one year recent teaching experience within the past four years.					
Job Duties: Under the direction of the School Readiness Coordinator participate in the development, implementation, and evaluation of a high-quality Kindergarten Readiness Program; provide a safe and nurturing environment for growth and development of the children in the program and involve parents and families with student. Teach four (4) days a week for two (2) three (3) hour sessions. The fifth day of the week will be spent on Parent and Child Time activities.					
Position Title: 2 Instructional Assistants					
	\$28,300 3.5 hours	\$29,609 3.5 hours	\$29,609 3.5 hours	\$29,609 3.5 hours	0
Minimum Qualifications: Sufficient education to successfully pass a state mandated basic skills proficiency examination in both English and the targeted primary language at a level equivalent to graduation from high school. Knowledge of The cultural heritage of pupils of limited English proficiency and the basic methods of instruction. Ability to Work effectively with children ages three (3) to five (5); maintain effective and harmonious working relationships with students, fellow employees, teachers, and administrative staff; follow oral and written instructions; keep simple records; read at a level equivalent to standard newspaper items addressed to the general reader; understand routine correspondence or reports in both English and the primary language; perform translation of teaching aids, instructional materials, tests, notes home to parents, etc., in both English and the primary language; speak, read, and write in both English and the primary language. Recent experience in working with children or youth groups. (Include education, licenses, and experience as applicable)					
Job Duties: Under the direction of the School Readiness Coordinator, provide instructional assistance to the teacher in the classroom with children, confer with teacher on assigned tasks to ensure coordination of instructional efforts, provide support to children in their primary language, keeps order in the classroom, halls and playground, relieve the teacher of routine clerical duties and perform other related duties as required.					
Position Title: School Readiness Nurse					
	\$65,900 1.00 FTE	\$67,680 1.00 FTE	\$67,680 1.00 FTE	\$67,680 1.00 FTE	\$92,939 1.00 FTE
Minimum Qualifications: School Nurse Services Credential, Bachelor's degree and CA Registered Preschool nurse License. Knowledge: Knowledge of nursing functions and process. Ability to Work effectively with children, families and other staff; have good oral and written communication skills, bilingual skills would be beneficial; Basic computer skills including the ability to use word processing and spreadsheets software to enter data in to the OCERS data system. Experience: Minimum of six months related job experience.					
Job Duties: Under the direction of the School Readiness Coordinator, the District's Lead preschool nurse and Director of Student Support Services, the preschool nurse will perform general nursing duties including evaluating, assessing, documenting, referring, and follow-up with health-related issues consistent with Performance Standards and State regulations. To assess and evaluate the health and developmental status of children; to interpret the health and developmental assessments to parents, teachers, administrators and other professionals directly concerned with the child's health; design individual health plans as needed, and refer children and parent or guardian to appropriate community resource for necessary service; perform physical nursing assessments and screenings for children; responsible for training and monitoring personnel involved with dispensing any medication kept at school; maintain health records and provide ongoing documentation if necessary; maintain appropriate medical supplies and equipment and stock first aid kits; responsible to train staff in first aid and CPR; and develop a health curriculum for children, families and staff; plan parent workshops related to health issues of children birth to 5 such as first aid, common childhood illnesses, CPR etc. and teach children good health skills. Provide services as described in subparagraphs 3.2.1, and 3.2.2, of Exhibit A to this Agreement.					

Attachment 2 to Exhibit B

Position Title: School Readiness Site Leads	\$42,700 8 hours	\$44,360 8 hours	\$44,360 8 hours	\$44,360 8 hours	\$24,686 .50 FTE
<p>Minimum Qualifications: Equivalent to graduation from high school. Knowledge of the Fullerton School District community and other community service organizations and basic methods of instruction. Ability to: Understand a preschool program and school site policies and effectively communicate these to parents; reassure parents regarding the District programs and encourage them to participate in school activities; learn about community services available and explain them; be able to communicate in both English and Spanish; maintain effective and harmonious working relationships with students, fellow employees, teachers and administrative staff; follow oral and written instructions; keep records, provide transportation for home visits (Possession of a valid Class 3 California Driver's license). Experience: Any equivalent to two years of practical experience in working with community service organizations, or youth groups with an emphasis on helping children and families with a variety of needs.</p> <p>Job Duties: Under the direction of the School Readiness Coordinator assist in the implementation of the State Prop 10 grant for the Kindergarten Readiness Program at Richman, assist in the implementation of various social services and programs, coordinate and make home visits as necessary, assist in completing enrollment, consent and medical forms; make notations and keep records, locate needed resources, make referrals, and follow up of identified family needs; serves as a liaison between home and school; plan and arrange parenting classes; assist preschool nurse with immunization, dental and medical program; attend parent meetings; act as an interpreter at various meetings and perform other related duties as needed. Work five (5) days a week 8 hours each day. Provide services as described in subparagraphs 3.3.1, 3.3.2, 3.3.5, 3.4.3, 4.4, 4.5, and 4.8 of Exhibit A to this Agreement.</p>					

Position Title: Clerk	\$29,555 6 hours	\$31,915 6 hours	\$31,915 6 hours	\$31,915 6 hours	0
<p>Minimum Qualifications: Equivalent to graduation from high school including or supplemented by course work in office occupations. Knowledge of: Office practices and procedures, including office machine and equipment operation, filing systems and telephone technique; proper English and Spanish language skills (speaking, reading and writing). Ability to: Operate standard office equipment; computer skills; maintain records and prepare complex reports; perform clerical work of above average difficulty and calculations with speed and accuracy; understand and carry out oral and written directions; perform complex tasks with a minimum of supervision and direction; pass a typing skills performance examination; speak, read and write in both English and Spanish and work cooperatively with others. Experience: Equivalent to at least two years of experience in clerical and typing work.</p> <p>Job Duties: Under the direction of the School Readiness Coordinator perform a wide variety of general and specialized clerical and typing of above average difficulty; type letters, memorandums, reports and other materials from marginal notes, rough drafts or verbal instructions; compile information from various sources and type various forms; required to complete and prepare various reports; input data into OCERS; review documents for accuracy, completeness and conformance to instructions and established procedures; compile and tabulate statistical data; develop and maintain files; prepare class schedules, attendance forms and register students; phone parents; operate both MAC and PC computer to input and retrieve data; verify accuracy of data processing reports; operate standard office equipment; and perform other related duties as needed. Work five (5) days a week 8 hours each day.</p>					

Summary Table of Staffing Costs	7/1/06 – 6/30/07	7/1/07 – 6/30/08	7/1/08 – 6/30/09	7/1/09 – 6/30/10	7/1/10 – 6/30/11	TOTAL
	\$218,984.65	\$243,651.27	\$282,633.49	\$258,736.45	\$117,625.00	\$1,121,630.86

DIRECT PROJECT EXPENSES TABLE

Expense Type	Year 1	Year 2	Year 3	Year 4	Year 5	1-2 sentence narrative description of expenses.
Classroom & Office Materials/Supplies	\$2,408.82	\$17,054.09	\$24,734.42	\$14,659.94	\$992	Annual cost for crayons, paint, paper, books and other supplies need for the SR classroom.
Additional Early Literacy Expenses	\$802.94	\$5,684.70	\$ 8,244.81	\$ 4,886.65	\$0	Latino Family Literacy program & literacy party materials.
Audit	\$0	\$0	\$0	\$0	\$2,200	
Total Direct Project Expenses	\$3,211.76	\$22,738.79	\$32,979.23	\$19,546.59	\$3,192.00	

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **ADOPT RESOLUTION #10/11-13 PROCLAIMING OCTOBER 21, 2010 AS “LIGHTS ON AFTER SCHOOL DAY” FOR THE FULLERTON SCHOOL DISTRICT**

Background: Lights On After School is a national celebration of after school programs and promotes the critical importance of quality after school programs in the lives of children, their families and their communities. This year, “Lights On After School Day” is October 21, 2010.

Rationale: More than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school. The Fullerton School District After School Programs service 19 school sites with 1,800 school-age students attending on a daily basis.

Funding: Not applicable.

Recommendation: Adopt Resolution #10/11-13 proclaiming October 21, 2010 as “Lights On After School Day” for the Fullerton School District.

MD:MC:ln
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #10/11-13
PROCLAIMING OCTOBER 21, 2010 AS
LIGHTS ON AFTER SCHOOL DAY

WHEREAS, the Fullerton School District stands firmly committed to quality after school programs and opportunities because they:

- provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural, and academic skills;
- support working families by ensuring their children are safe and productive after the regular school day ends;
- build stronger communities by involving our students, parents, business leaders, and adult volunteers in the lives of our young people, thereby promoting positive relationships among children, youth, families and adults; and
- engage families, schools and diverse community partners in advancing the welfare of our children;

WHEREAS, Fullerton Parks & Recreation, Fullerton School District, Fullerton Boys & Girls Club, and the North Orange County YMCA have provided significant leadership in the area of community involvement in the education and well-being of our youth and grounded in the principle that quality after school programs are key to helping our children become successful adults;

WHEREAS, Lights On After School, a national celebration of after school programs, promotes the critical importance of quality after school programs in the lives of children, their families and their communities;

WHEREAS, more than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school;

WHEREAS, many after school programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights;

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

THURSDAY, OCTOBER 21, 2010 AS LIGHTS ON AFTER SCHOOL DAY.

Fullerton School District enthusiastically endorse Lights On After School and commit our school community to engage in innovative after school programs and activities that ensure the lights stay on and the doors stay open for all children after school.

Signed this 12th day of October, 2010 by:

Beverly Berryman, President

CONSENT ITEM

DATE: October 12, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Mathew Barnett, Ph.D., Principal, Nicolas Junior High School

SUBJECT: **APPROVE AMENDMENT TO CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DAVID SWENSON FOR NICOLAS JUNIOR HIGH SCHOOL FOR THE 2010/2011 SCHOOL YEAR**

Background: Nicolas Junior High School is in need of technology support during the 2010/11 school year. Mr. Swenson has unique knowledge of the applications of technology within the classroom, inventory, repair, and distribution of technology equipment. He works closely with teachers to maximize the use of technology within core curriculum, which makes him invaluable for the implementation of the Anytime-Anywhere Laptop program as well as the other 900 computers on campus. These services are rendered for the time period of August 1, 2010 through June 30, 2011. On September 28, 2010, the Board of Trustees approved the Consultant Agreement for David Swenson to support the technology program at Nicolas Junior High School. The per diem amount and funding sources that were originally submitted were revised.

Rationale: In the past, the District has entered into consulting agreements with individuals that provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services. Mr. Swenson had specialized experience and skills that facilitate the Nicolas Junior High technology program.

Funding: Cost is \$148.00 per day and not to exceed \$21,000.00. This will be funded 50% from Nicolas Junior High School's cost center 0130420103-5805 and 50% from cost center 0121220101-5805.

Recommendation: Approve Amendment to Consultant Agreement between Fullerton School District and David Swenson for Nicolas Junior High School for the 2010/2011 school year.

JM:MB:nm
Attachment

ADDENDUM

CONSULTANT AGREEMENT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND DAVID SWENSON

This addendum is to increase the amount originally agreed upon and Board approved on September 28, 2010 (Consent Item #1m) to include an increase in the per diem daily rate, contract amount and a funding source change.

Original amount of Agreement: \$125.00 per diem, total contract price not to exceed \$19,000.00

Requested Increase: \$148.00 per diem, total contract price not to exceed \$21,000.00

Total Amended Cost: \$2,000.00

The amended budget numbers for the consultant is from Nicolas Junior High School's categorical program funds: 50% from 0121220101 – 5805 and 50% from 0130420103-5805.

THIS AMENDED AGREEMENT IS ENTERED INTO THIS 12th Day of October 2010.

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

Date

David Swenson
Consultant

Date

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Mathew Barnett, Ph.D., Principal, Nicolas Junior High School
SUBJECT: APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTION LEARNING SYSTEMS, INC., (ALS) FOR NICOLAS JUNIOR HIGH SCHOOL FROM OCTOBER 12, 2010 THROUGH JUNE 30, 2011

Background: Nicolas Junior High School is committed to improving student achievement by increasing the capacity of its junior high school teachers to support their students in mastering grade level content standards in order to fulfill the mission statement.

Rationale: Action Learning Systems began teacher training and technical support during the 2008/09 school year and continued into 2009/10. Their services in the area of direct interactive instruction, action walks, and assessment analysis have helped teachers create lessons that focus on student learning. In the 2010/11 school year, plans are to continue implementation of direct interactive instruction, action walks, and the analysis of assessment data. ALS will also give technical support using the State approved materials in all subject areas.

Funding: Cost not to exceed \$10,000.00 from Nicolas Junior High School's cost center 0121220101-5805.

Recommendation: Approve Consultant Agreement between Fullerton School District and Action Learning Systems, Inc., (ALS) for Nicolas Junior High School from October 12, 2010 through June 30, 2011.

JM:MB:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, 3940 Industrial Blvd #100, Sacramento, CA , 95691** hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

Consulting on Program Improvement monitoring and other services to support Nicolas Junior High School's academic program.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **October 12, 2010 to June 30, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **ten thousand Dollars (\$10,000.00)**. CONSULTANT shall submit a billing statement to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.

5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers,

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

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

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further

performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

15. Employment With Another Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the

actual time in which services are actually being performed pursuant to this AGREEMENT.

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

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

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

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

DISTRICT:

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

CONSULTANT:

Action Learning Systems
3940 Industrial Blvd. #100
Sacramento, CA 95691
916-447-0762

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THE 12th Day of October 2010.

Fullerton School District
(Name of District)

Action Learning Systems
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Kit Marshall
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: **DECLARE LISTED ITEMS AS SURPLUS, NOT SUITABLE FOR SCHOOL PURPOSES, AND AUTHORIZE DISTRICT STAFF TO DISPOSE OF ITEMS AT A PUBLIC AUCTION, OR BY OTHER MEANS, AS ALLOWED IN EDUCATION CODE SECTIONS 17545-17555 AND 60500-60530**

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

The Business Services Department is requesting that obsolete items which have been collected from District sites be declared as surplus property and “not suitable for school purposes.” These surplus items were collected from all sites at the direction of site managers. All items have been made available to District employees to claim for school use prior to holding a public auction. The remaining items are designated as “not suitable for school purposes” and offered for sale. For those items that do not sell, the Assistant Superintendent of Business Services requests Board authorization to declare the property is of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means as allowed by Education Code sections 17545-17555 and 60500-60530.

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

Funding: Not applicable.

Recommendation: Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545-17555 and 60500-60530.

GC:RM:gs
Attachment

Summary - Surplus List

ITEM	QTY
	AS OF 09.27.2010
Audio/Video Components , Misc.	14
Beverage Cooler	1
Book Cases	7
Cabinets,Metal & Wood	10
Cameras,Various	4
Cassette Recorders	8
Carts,Various Styles	16
Chair, Rack	1
Chairs,Student	128
Chairs,Other	24
Chart Holder	1
Computers,Desktop	144
Computer Components , Misc.	29
Copier	1
Desks, Computer	5
Desks,Student	31
Desks, Teacher	2
Divider Walls	3
Easel, Portable	1
Fax Machine	1
Folders,Three Ring	30
Head Phones	6
Heater , Floor	1
Head Phones	1
Instructional Materials , Misc.	1 lot
Keyboards,Computer	29
Monitors,Computer	32
Office Supplies , Misc.	7
Pianos	5
Phonograph	1
Podium	1
Printers	24
Projector, LCD	1
Projectors, Overhead	67
Radios, Walkie-Talkie	8
Refrigerator	1
Small Electronics	4
Stage Prop	1
Table	1
TVs (some with carts)	18
TV, Wall Mounts	6
Typewriters	2
Vacuum	1
VCRs	10

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: **APPROVE PURCHASE OF OFFICE AND SCHOOL SUPPLIES/EQUIPMENT FROM A PIGGYBACK BID OF NEWPORT-MESA UNIFIED SCHOOL DISTRICT, BID #102-09, AWARDED TO OFFICE DEPOT**

Background: The Fullerton School District is continuing to utilize Just-In-Time Warehousing (JITW) to minimize the expenditure of District funds on a standing office and school supplies inventory. This bid was awarded to Office Depot by the Newport-Mesa Unified School District after extensive analysis including price comparisons, system compatibility to issue electronic invoicing, and ease of web-based ordering processes. Staff determined Office Depot to be the lowest-priced, qualified responsible bidder based on the four bids received. Public Contract Code section 20118 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the Board determines it to be in the best interest of said district to utilize a bid from another district.

Rationale: The Board of Trustees of the Fullerton School District determines it is in the best interest of the District to purchase office and school supplies/equipment from the Newport-Mesa Unified School District, Bid #102-09, awarded to Office Depot.

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve purchase of office and school supplies/equipment from a piggyback bid of Newport-Mesa Unified School District, Bid #102-09, awarded to Office Depot.

GC:RM:gs
Attachment

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 Bear St., Costa Mesa, CA 92626

**Office & School Supplies and Equipment District Wide
Bid #102-09**

ADDENDUM #1

NOTICE TO BIDDERS

This Addendum #1 forms a part of the Contract and modifies the original bid #102-09 advertised on December 9 and December 16, 2008 with sealed bids originally due no later than **10:00 AM January 7, 2009**. Please read the entire document and acknowledge receipt of Addendum #1 by signing and printing your name in the space provided below and **include** the assigned addendum with the other bid documents. Failure to do so may subject the bidder to disqualification.

GENERAL CLARIFICATION

A piggyback clause is added to the bid package. Each vendor has the option to grant or not grant the piggyback clause should it be awarded a contract.

PIGGYBACK/COOPERATIVE PURCHASE: Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for up to three (3) years for supplies or materials, published by Newport-Mesa Unified School District, from the awarded vendor.

The bid is piggybackable to public entities throughout the County of Orange, California.

OPTION GRANTED OPTION NOT GRANTED

Any questions should reference Bid #102-09 and be submitted in writing and faxed to the Purchasing Dept. at (714) 424-7581. Timely responses will be faxed back to you.

Received by: Paul Martorella
Printed Name: PAUL MARTORELLA
Company Name: OFFICE DEPOT
Date: 1-7-09



NEWPORT-MESA Unified School District

2985-A Bear Street • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF TRUSTEES

Dana Black • Dave Brooks • Michael Collier
Walt Davenport • Martha Fluor • Judy Franco • Karen Yelsey
Jeffrey C. Hubbard, Ed. D., Superintendent

Mailing Address: P.O. Box 1368
Newport Beach, CA 92663-1368

EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION OF THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT

HELD

March 10, 2009

It was recommended that the Board of Education approve the Consent Calendars for Business Services, Elementary Education, Human Resources, Secondary Education, and Superintendent.

Motion made by: David Brooks

Seconded by: Judy Franco

Votes

Unanimously Approved

17. CONSENT - BUSINESS SERVICES

- a. SchoolDude.com Data System - Master 5-Year Contact

Minutes

Authorize Deputy Superintendent to enter into Independent Master Contract Agreement #IM235-09 between Newport-Mesa Unified School District and SchoolDude.com for the period starting April 30, 2009 through April 29, 2014.

- b. Agreement - Vavrinek, Trine, Day & CO.

Minutes

Authorize the Deputy Superintendent to retain Vavrinek, Trine, Day, and Co. as the District auditor for the three-year period of 2009-10, 2010-11 and 2011-12 at a maximum annual fee of \$51,000 for 2009-11 and a maximum annual fee of \$53,000 for 2011-12.

- c. Master Independent Contractor Agreement #IM38-09 with Environmental Nature Center

Minutes

Approve the Master Independent Contractor Agreement #IM38-09 with Environmental Nature Center for the period of 2/1/2009 through 1/31/2014.

- d. Mandated Cost Claim Preparation Agreement - School Innovations and Advocacy (SI&A)

Minutes

Authorize the Deputy Superintendent to enter into a contract for professional services with SI&A for mandate reimbursement claim preparation services.

- e. Award of Bid #102-09 Office and School Supplies/Equipment

Minutes

Approve the award of Office and School Supplies/Equipment Bid #102-09 to Office Depot for up to three years, renewable annually.

- f. Phase II Paving Costa Mesa High School - PENCO Engineering

Minutes

SUPERINTENDENT

Newport - Mesa Unified School District

Meeting: Regular Meeting of the Board of
Education : 17. CONSENT - ELEMENTARY EDUCATION

Created : March 11, 2010 at 04:19 PM

Renewal of Contract #102-09 Office and School Supplies/Equipment with Office Depot for year 2010-2011

March 13, 2010

Status: Ready for Director/Coord.

Recommendation

It is recommended that the Board of Education approve renewal of Contract #102-09 with Office Depot with no price increase on contracted items, for the period of March 10, 2010 through March 9, 2011.

Budget Impact

Budget Area(s): Varies district-wide. The year-to-date in 2009-2010 expenditure from all fund lines is \$367,327.00

Background

On March 10, 2009, the Board of Education approved the award of Contract #102-09 with Office Depot for office and school supplies/equipment.

Current Consideration

Per the terms and conditions of Contract #102-09, this contract may be renewed by mutual consent for up to three years. Office Depot has confirmed its desire to renew the contract for a second year for the period of March 10, 2010 through March 9, 2011 with no price increase on contracted items.

Approved by

Jeffrey C. Hubbard, Ed.D.
Superintendent

Submitted by

Paul H. Reed Deputy Superintendent and Chief Business Official

Associated File Attachments

 #102-09 signed renewal letter Office Depot (Files)



NEWPORT-MESA Unified School District

2985-A Bear Street • Costa Mesa • California 92626 • (714) 424-5000

BOARD OF TRUSTEES

Dana Black • Dave Brooks • Michael Collier

Walt Davenport • Martha Fluor • Judy Franco • Karen Yelsey

Jeffrey C. Hubbard, Ed. D., Superintendent

Mailing Address: P.O. Box 1368
Newport Beach, CA 92663-1368

March 2, 2010

Office Depot
Paul Martorella
336 E. Willow St
Signal Hill, CA 90755

RE: #102-09 Office & School Supplies/Equipment

Per the terms and conditions of Contract #102-09 for office & schools supplies/equipment, this contract may be renewed by mutual consent for an additional one (1) year. This renewal would be year two of a three-year contract.

In order to renew Contract #102-09 for the period March 10, 2010 through March 9, 2011, please sign and return this acknowledgment to my office. Also, please fax me a copy of this signed renewal letter within five (5) working days, so that we will be better able to expedite the original agreement when it is received via U.S. mail. Our fax number is 714-424-7581.

Yours truly,

Jeffery Trader
Administrative Director, Fiscal Services

ACCEPTED: Renewal of Contract #102-09
March 10, 2010 through March 9, 2011

Office Depot

Regional Vice President
Title

/mk
Return to Purchasing

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Suwen Su, Director, Business Services

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH NIGRO & NIGRO, PC TO PERFORM AUDITING SERVICES FOR THE FULLERTON SCHOOL DISTRICT FOR THE FISCAL YEARS 2010/2011 THROUGH 2012/2013**

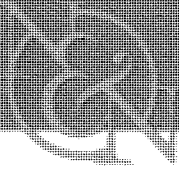
Background: The District has retained the auditing services of Nigro & Nigro, PC to perform the annual audit of the District's financial statements for several years. The Administration recommends entering into an agreement for an additional three years with Nigro & Nigro, PC.

Rationale: California Education Code section 41020 states that the County Superintendent of Schools shall provide for an audit of all funds under his/her jurisdiction and control. The Code also states that the governing board of each district shall either provide for an audit of the books and accounts of the district, or make arrangements with the County Superintendent of Schools having jurisdiction over the district to provide for such auditing.

Funding: Cost is not to exceed \$43,000.00 for the 2010/2011 fiscal year, \$44,000.00 for the 2011/2012 fiscal year, and \$45,000.00 for the 2010/2013 fiscal year from General Fund (01).

Recommendation: Approve/Ratify agreement with Nigro & Nigro, PC to perform auditing services for the Fullerton School District for the fiscal years 2010/2011 through 2012/2013.

GC:SS:ds
Attachment



September 20, 2010

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

We are pleased to confirm our understanding of the services we are to provide Fullerton School District for the fiscal years ended June 30, 2011, 2012, and 2013. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Fullerton School District as of and for the fiscal years ended June 30, 2011, 2012, and 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Fullerton School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Fullerton School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of Funding Progress

Supplementary information other than RSI also accompanies Fullerton School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards
2. Other schedules and/or information as required by the State Controller's Office.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles

JEFF NIGRO, CPA, CFE
ELIZABETH NIGRO, CPA

PH: 951-698-8783 FAX: 951-699-1064
25090 JEFFERSON AVE., MURRIETA, CA 92562

WEB: www.nncpas.com
Licensed by the California Board of Accountancy

and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that

appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Fullerton School District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether

from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Fullerton School District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and related addenda for the types of compliance requirements that could have a direct and material effect on each of Fullerton School District's major programs. The purpose of these procedures will be to express an opinion on Fullerton School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Nigro Nigro & White and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nigro Nigro & White personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

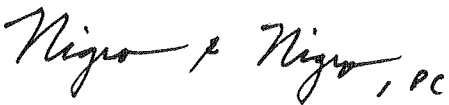
We expect to begin our audit as soon as possible and to issue our reports no later than December 15. The maximum annual fee for auditing services under the terms of this agreement shall not exceed \$43,000 for 2010-11, \$44,000 for 2011-12, and \$45,000 for 2012-13, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing*

Standards or the Audit Guide issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the District during the period under this agreement, shall be in addition to the above maximum fee. In addition to such payment for auditing services, the auditor shall be reimbursed for such mileage as may be necessary, at the standard IRS rate. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the Audit Guide. This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ended June 30, 2011, and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 1 of each year. Additional extensions beyond 2013 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Nigro & Nigro, PC

RESPONSE:

This letter correctly sets forth the understanding of Fullerton School District.

Signature

Title

Date

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Mike Brito, Director, Transportation Services

SUBJECT: APPROVE CONTRACT WITH SILVER STATE COACH, INC. TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE OCTOBER 12, 2010 THROUGH JUNE 30, 2011

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. The District would like to be in contract with Silver State Coach, Inc. to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through June 30, 2011, with Silver State Coach, Inc. to provide field trip transportation on an as-needed basis.

The Fullerton School District Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Silver State Coach, Inc. has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

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

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Cost is not to exceed \$15,000.00 from General Fund (01)—School Site Funds.

Recommendation: Approve contract with Silver State Coach, Inc. to provide transportation for field trips, effective October 12, 2010 through June 30, 2011.

GC:MB:dv

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTION NUMBERS 10/11-B008 THROUGH 10/11-B012 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt Resolution Numbers 10/11-B008 through 10/11-B012 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

GC:BS:ds
Attachment

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR EXPENDITURE
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$27,814 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	-\$2,186
8699	All Other Local Revenue	30,000
	Total:	<u>\$27,814</u>

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$18,150
2000	Classified Salaries	3,841
3000	Employee Benefits	7,156
4000	Books and Supplies	5,915
5000	Services & Other Operating Expenses	116,420
7000	Other Outgo	60,976
9770	Designated for Economic Uncertainties	-184,644
	Total:	<u>\$27,814</u>

Explanation: This Resolution reflects increased revenue from the Fullerton Collaborative and a reduction to the School Safety Violence Prevention program. It also includes 2009/10 carryover, adjustments for groundwater monitoring and soil remediation, and adjustments to project overall expenditures in the Unrestricted General Fund.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

**FULLERTON SCHOOL DISTRICT
Orange County, California
RESOLUTION FOR EXPENDITURE
District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$590,590 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
CATEGORICAL**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$509,046
8590	All Other State Revenue	-7,906
8699	All Other Local Revenue	89,450
	Total:	\$590,590

WHEREAS, the Board of Trustees of the Fullerton School District can show just cause for the expenditure of such funds.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42602 of the Education Code of California, such funds are to be appropriated according to the following schedule:

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$298,890
2000	Classified Salaries	-19,916
3000	Employee Benefits	44,290
4000	Books and Supplies	81,858
5000	Services & Other Operating Expenses	169,213
7000	Other Outgo	16,762
9770	Designated for Economic Uncertainties	-507
	Total:	\$590,590

Explanation: This Resolution reflects an increase to revenue and expenditures for the new 2010/11 Children Reaching Excellence in the Arts and Academics Through Engagement (CREATE) program and the Enhancing Education Through Technology (EETT) Grant funded by the American Recovery and Reinvestment Act (ARRA). This Resolution also includes adjustments for Beckman and school site donations as well as a reduction to Prop 10 OC Families and adjustments to project estimated expenditures in the categorical budgets.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$2,000
2000	Classified Salaries	-4,300
3000	Employee Benefits	1,247
4000	Books and Supplies	-288
5000	Services & Other Operating Expenses	1,341
	Total:	\$ 0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to project estimated expenditures in the Child Development Fund.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$5,000
5000	Services & Other Operating Expenses	-5,000
	Total:	\$ 0

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to project estimated expenditures in the Deferred Maintenance Fund.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

FULLERTON SCHOOL DISTRICT
Orange County, California
TRANSFER OF FUNDS
District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that transfers between expenditure classifications for the current fiscal year from sources listed in Section 42600 of the Education Code of California are as follows:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$11,000
9780	Other Designations	11,000
	Total	<u>\$ 0</u>

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects a reduction to expenditures in the Property and Liability Fund for groundwater monitoring now paid in the Unrestricted General Fund.

Approved: Wendy Benkert, Ed.D.
Assistant Superintendent of Business
Orange County Department of Education

Date: _____

By: _____

CONSENT ITEM

DATE: October 12, 2010

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

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

PREPARED BY: Suwen Su, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1068 FOR THE 2010/2011 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1068 for the 2010/2011 school year totaling \$859.50. Warrants are issued by school districts as payment for goods and services.

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

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

Recommendation: Approve/Ratify warrant number 1068 for the 2010/2011 school year (District 40, Van Daele).

GC:SS:ds

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 1104 AND 1105 FOR THE 2010/2011 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1104 and 1105 for the 2010/2011 school year totaling \$1,476.15. Warrants are issued by school districts as payment for goods and services.

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

Funding: Funding is taken from District 48, General Fund 01.

Recommendation: Approve/Ratify warrants numbered 1104 and 1105 for the 2010/2011 school year (District 48, Amerige Heights).

GC:SS:ds

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY STUDENT PLACEMENT AGREEMENT WITH UNIVERSITY OF SOUTHERN CALIFORNIA COMMENCING SEPTEMBER 24, 2010 THROUGH SEPTEMBER 23, 2011

Background: University of Southern California is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the District for providing master teachers to teacher candidates. The University will pay an honorarium of \$500 to each master teacher.

The agreement is for a one-year period and may be terminated by either party with written notice. Absent termination by either party, upon completion of the initial term of this Agreement as set forth, this Agreement shall automatically renew for successive one-year periods.

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

Funding: Not applicable.

Recommendation: Approve/Ratify Student Placement Agreement with University of Southern California commencing September 24, 2010 through September 23, 2011.

MLD:nm
Attachment



Rossier School
of Education

MAT@USC Program

September 24, 2010

Mark Douglas
Assistant Superintendent of Personnel Services
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833

Dear Mr. Douglas:

We're excited about working with you and your faculty to help train a new generation of great teachers. To make our relationship most effective, we've created this agreement. Please feel free to email or call us if any of its terms are unclear or problematic.

Term and Parties

This Agreement will be effective from **September 24, 2010 to September 23, 2011**, and is between:

The University of Southern California ("USC") is a California nonprofit educational institution; our address is Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089. Our program (the "Program") is a Master of Arts in Teaching.

2tor, Inc. ("2tor") is a Delaware corporation; its office is at 8201 Corporate Drive, Suite 190, Landover, Maryland 20785. USC and 2Tor are collectively referred to herein as "we"; and

You are **Fullerton School District** ("You"); your address is **1401 W. Valencia Drive, Fullerton, CA 92833** (the "School or District").

You, 2tor and USC are the "Parties."

Placement of USC's Program Teacher Candidates.

1. *Cooperating Schools:* You will host a teacher candidate or candidates during a period of observation and/or practice, allowing them to observe students and/or teach well planned lessons mediated by Master Teachers. This will occur during school operating hours and in multiple classrooms. These aspects of learning to teach may also extend to interviewing teachers, school leaders, students, and other members of the school community.

You may terminate any teacher candidate for any violation of your regulations or for other reasonable cause in accordance with your standard policies or practice.

2. *Master Teachers*: Through your recommendation, our observation and candidate reference, we will identify teachers working within the School or District, based on their experience, that we believe would make outstanding Master Teachers to supervise and prepare teacher candidates. Both you and we must approve the participation of any teacher as a Master Teacher, but you will make your best effort to approve enough Master Teachers to place the teacher candidates as mentioned above. If a Master Teacher is unable to perform his or her duties pursuant to this Agreement, the District agrees to provide the teacher candidate with the best possible alternative Master Teacher to supervise and prepare the teacher candidate, and not a substitute teacher who the District employs as a replacement for the original Master Teacher.

3. *Honorarium*: 2tor will pay an honorarium of \$500 to each Master Teacher for participation in the Program. We may end an individual's participation as a Master Teacher at any time for any reason, in which case the honorarium will be paid pro rata.

4. *Consent for Video*: The performance in the classroom of teacher candidates may be videorecorded, and information about teacher candidates may be obtained by USC or 2tor. The School or District will provide reasonable assistance to teacher candidates in obtaining signed video release forms and other necessary consents from each Master Teacher and your students.

Post-Graduation Employment of USC's Candidates

5. *Hiring*: As described, you are hosting some number of USC's teacher candidates in your schools. You will make a reasonable effort to offer these teacher candidates an interview for a full-time teaching position following successful completion of the Program. Should you hire him or her, you make no promise of tenure or any other differential treatment.

6. *Data*: For the first three school years after you hire a teacher candidate, you will assist and cooperate with the teacher candidates and/or USC in collecting student-level performance data for students he or she teaches. We will keep this data confidential and use it only to facilitate analysis of our effectiveness, and will share our findings with you. This paragraph will survive the expiration or termination for any reason of this Agreement.

Legal Matters

7. *Compliance with Law.* Despite anything else in this Agreement, each party to this Agreement will comply with applicable law. We will take all commercially reasonable measures to protect personally-identifiable data about your students consistent with the Family Education Rights and Privacy Act (“FERPA”), and work with you to adhere to your background check policy.

8. *Lack of Employment Relationship.* Master Teachers are your employees, not ours. Neither USC nor 2tor will hire or otherwise determine any Master Teacher’s employment by you. We won’t pay any Master Teacher’s wages, salary, benefit or compensation of any kind, except that (with your permission) 2tor will pay an honorarium to each Master Teacher for participation in the Program. Further, neither 2tor nor USC will supervise or control any Master Teacher during the course of his or her employment by you, except that we will monitor training and feedback given by Master Teachers to teacher candidates.

It is understood and agreed that teacher candidates are not to be considered employees of USC, 2tor or the District. Teacher candidates are fulfilling specific requirements for in-classroom experience as a part of the MAT@USC degree program, led by USC faculty members, which includes assignments that will be completed in the cooperating school setting.

9. *Termination & Renewal.* Any Party may terminate this Agreement with or without cause by providing the other parties written notice pursuant to Section 12. Termination will be effective at the end of the school year during which the notice of termination is issued. For the avoidance of doubt, other than where a District removes a teacher candidate pursuant to Section 1 above, the District shall permit current teacher candidates to complete the current school year at the time of termination. Absent termination by either party pursuant to this Section 9, upon completion of the initial term of this Agreement as first set forth above, this Agreement shall automatically renew for successive one year periods.

10. *Final Agreement.* This Agreement is the final, complete expression of agreement. It supersedes any and all prior or contemporaneous agreements or understandings, written or oral, among the Parties regarding its subject matter and may not be changed without written agreement of each Party.

11. *Indemnification.* USC agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys’ fees where liability is found to exist by reason of the acts or omissions of USC, its employees, agents, trustees or representatives.

2tor agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of 2tor, its employees, agents, trustees or representatives.

You agree to indemnify, defend and hold harmless USC and 2tor, their employees, agents, trustees and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of your employees, agents or representatives.

12. *Notices.* All notices, requests, or demands to or upon any Party under this Agreement will be in writing, and will be deemed given on the date received (or on the next date if such confirmation is not by 3pm), addressed as follows:

For 2tor

2tor, Inc.
8201 Corporate Drive • Suite 190
Landover, MD 20785
Attn: Office of Placement Services
Fax: (888) 878-5380

With a copy to:

Obermayer Rebmann Maxwell &
Hippel LLP
One Penn Center – Suite 1900
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1895
Attn: Todd J. Glassman, Esq.
Fax: (215) 665-3165

For USC

University of Southern California
Rossier School of Education
1149 S. Hill Street Suite H375
Los Angeles, CA 90015
Attn: Erika Klein, Director
Fax: (213) 743-1550

For School or District

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Tel: (714) 447-7450
Fax: (714) 447-7538

13. *Limitation of Liability.* No party will be liable to another or to any other person for any reason for any indirect, consequential, incidental, exemplary, punitive, or special damages, of any nature or character, including, but not limited to, damages for loss of goodwill, profits or data, work stoppage, or material computer failure or malfunction, whether in an action in contract, tort, or otherwise, arising out of or in connection with this Agreement, even if the party at fault or in breach has been advised of the possibility of such damages.

14. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

15. *Descriptive Headings; Interpretation.* The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the word “including” in this Agreement will be by way of example rather than by limitation.

16. *Binding Effect.* This Agreement will be binding upon, and will inure to the benefit of its parties and their respective legal representatives, predecessors, beneficiaries, successors, controlling persons, affiliates, subsidiaries, parents, assigns, officers, directors, employees, and agents.

17. *Counterparts.* This Agreement may be executed in one or more counterparts, including by facsimile. All executed counterparts together will be deemed to be one and the same instrument.

18. *Governing Law.* This Agreement will be construed by and governed under the laws of the State of California, without regard to its conflict of laws principles.

19. *Waiver of Jury Trial.* The Parties hereby irrevocably and unconditionally waive trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

20. *Authorization to Sign.* Each person signing this Agreement represents and warrants that he/she is authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

21. *Confidentiality.* During the term of this Agreement and for a period of two years thereafter, each Party will maintain as confidential and will not use

or disclose (except as required by applicable law or as authorized in writing by the other Parties) any information or materials relating to this Agreement.

Again, we look forward to working with you!

UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION 2tor INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Please sign below if these terms are acceptable

School or District: _____
By: _____
Name:
Title:

CONSENT ITEM

DATE: October 12, 2010

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

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

SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2010 - SEPTEMBER 30, 2010)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians "Complaint Rights" is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2010 – September 30, 2010).

MLD:nm
Attachment

2010-2011 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District:

Fullerton School District

Person completing this form:

Nina Mota

Title:

- | | | |
|--|--------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> Quarter #1 | July 1 to September 30, 2010 | Report due by October 29, 2010 |
| <input type="checkbox"/> Quarter #2 | October 1 to December 31, 2010 | Report due by January 31, 2011 |
| <input type="checkbox"/> Quarter #3 | January 1 to March 31, 2011 | Report due by April 29, 2011 |
| <input type="checkbox"/> Quarter #4 | April 1 to June 30, 2011 | Report due by July 29, 2011 |

Date for information to be reported publicly at governing board meeting:

October 12, 2010

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)	N/A		
TOTALS	0		

Print name of Superintendent: Mitch Hovey, Ed.D.

Signature of Superintendent: _____

Date: _____

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

CONSENT ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY AFFILIATION AGREEMENT FOR SCHOOL COUNSELING AND SCHOOL PSYCHOLOGY FIELDWORK WITH AZUSA PACIFIC UNIVERSITY COMMENCING JULY 1, 2010 THROUGH JUNE 30, 2013

Background: Azusa Pacific University (APU) is accredited to provide a candidate fieldwork program leading to a Master of Arts of Education and a California credential in Educational Counseling and Educational Psychology. The terms and conditions of this agreement are commensurate with those from other universities and colleges.

The District agrees to appoint a staff member as a District representative to administer the District's responsibilities outlined in this agreement related to the program and collaborate with APU's Program Director in implementing students' fieldwork within the District.

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

Funding: Not applicable.

Recommendation: Approve/Ratify Affiliation Agreement for School Counseling and School Psychology fieldwork with Azusa Pacific University commencing July 1, 2010 through June 30, 2013.

MLD:nm
Attachment

AZUSA PACIFIC UNIVERSITY
(DEPARTMENT OF SCHOOL COUNSELING & SCHOOL PSYCHOLOGY)

AFFILIATION AGREEMENT

This agreement is entered into by and between Azusa Pacific University through its Department of School Counseling and School Psychology ("University") and **FULLERTON SCHOOL DISTRICT** ("District").

WHEREAS:

- The University's Department of School Counseling and School Psychology offers the following degree programs: (1) a Master of Arts of Education: Educational Counseling (with an Embedded School Counseling Credential); (2) a Master of Arts of Education: Educational Psychology (with an Embedded School Psychology Credential);
- Field experience is a required and integral component of the University's School Counseling and School Psychology degree programs;
- The University desires the cooperation of public school district (or county offices of education) in the development and implementation of the field experience phase of its School Counseling and School Psychology degree programs;
- The District recognizes its professional responsibility to participate in the education of the University's School Counseling and School Psychology students; and
- The District wishes to join the University in development and implementation of a field program for the University's School Counseling and School Psychology students ("Program").

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the District enter into this agreement ("Agreement") on the terms and conditions set forth below.

I. THE UNIVERSITY AND DISTRICT MUTUALLY AGREE:

- A. **Program Coordination:** To establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.
- B. **Non-Discrimination:** To make no distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, status as a veteran, or other classifications protected by the laws of the United States of America and the State of California.

II. THE UNIVERSITY AGREES:

- A. **Director of Field Education:** To appoint a staff member as Director of Field Education ("Program Director") to administer the University's responsibilities related to the Program and oversee the students' field experience at the District. The Program Director shall be responsible for on-going communication with the District.
- B. **Educational Standards:** To assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing ("CCTC") and National Council for the Accreditation of Teacher Education ("NCATE").
- C. **Student Assignments:** To notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the field experiences. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. **Insurance:** To advise assigned students regarding appropriate health and professional liability insurance. (All students will be covered by the University's group professional liability insurance as required by the terms of this Agreement.)
- E. **Background Screening:** To orient the students to the District's requirements for acceptance, and to have assigned students provide, prior to the commencement of their field assignments, any of the

following information as may be required by the District to determine whether the students meet the District's requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the student is not a sexual offender or listed in any child abuse registry, or confirmation that the student is not on an OIG or GSA exclusion list; and (iii) drug screening.

- F. **District Rules and Regulations:** To require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.
- G. **Confidentiality of Student Records:** To require assigned students to comply with all federal, state and local laws and ordinances concerning the confidentiality of student records of the District's pupils, and not to disclose such records except to University and District officials who have a legitimate need to know consistent with their official responsibilities.
- H. **Evaluation Forms:** To supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by that District.

III. THE DISTRICT AGREES:

- A. **District Representative & District Supervisors:** To appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the University's Program Director in implementing the student's field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned students. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students.

- B. **Facility Use:** To provide the physical facilities and equipment necessary to conduct the field experience.
- C. **Space and Storage:** To provide assigned students, whenever possible, with use of library facilities, reasonable study and storage space.
- D. **Field Experience:** To make available to the University a written description of the planned educational program (including objectives) to be followed during the field experience. The District shall advise the University of any changes in its personnel, operations or policies which may affect the field experience.
- E. **Site Inspections:** To permit inspection by the University of the facilities, services available for learning experiences, student records, and such other items pertaining to the field experience.
- F. **Student Assignments:** To determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate.
- G. **District Rules and Regulations:** To provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.
- H. **Student Evaluations:** To evaluate the performance of assigned students on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. (The completed evaluation will be forwarded to the University promptly upon conclusion of each student's field experience.)

- I. **Student Deficiency:** To provide notice to the University, as soon as practicable and at least by mid-term of a student's field experience, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any patient's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Program Director.
- J. **Confidentiality of Student Records:** To comply with all federal, state and local laws and ordinances concerning the confidentiality of student records of the University's students, and not to disclose such records except to University and District officials who have a legitimate need to know consistent with their official responsibilities.

IV. GENERAL TERMS AND CONDITIONS

- A. **Student Non-Employee Status:** The parties hereto agree the University's students are fulfilling specific requirements for field experiences as part of a degree requirement, and therefore the students are not to be considered employees or agents of either the University or the District for any purpose, including compensation or employee benefit programs. Students shall, however, for Workers' Compensation purposes, be entitled to coverage under the University's Workers' Compensation coverage. It is further understood that the students shall not at any time replace or substitute for any District employee. Nor shall the students perform any of the duties normally performed by an employee of the District except such duties as are a part of their training and are performed by the students under the direct supervision of a District employee. The District is at all times responsible for care of its enrolled pupils.
- B. **Notices:** Any and all notices required or permitted under this Agreement must be in writing, with a reference to this Agreement (and any specific provisions of this Agreement at issue or under which notice is being given). Any of the parties may change the contact information to be used for the purpose of giving notice under this Agreement by giving written notice of such change to the other party, as provided in this section. Notices must be addressed and delivered as follows:

<p><u>To the University:</u> Department of School Counseling and School Psychology/Field Education Azusa Pacific University P.O. Box 7000, 901 East Alostia Avenue Azusa, California 91702 Fax: 626-815-5351</p> <p><u>(With a copy to):</u> Office of General Counsel Azusa Pacific University P.O. Box 7000, 901 East Alostia Avenue Azusa, California 91702 Fax: (626) 334-0718</p>	<p><u>To the District:</u> Fullerton School District 1401 West Valencia Drive Fullerton, California 92833</p>
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Notice shall be deemed effective only: (a) upon delivery when personally delivered; (b) on the next business day after deposit with a globally recognized commercial overnight carrier for overnight delivery, with written verification of receipt; (c) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; or (d) on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail.

- C. **Insurance:** Each party to this Agreement shall provide and maintain Workers' Compensation including Employer's Liability insurance as required under the laws of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder, which shall include, but not be limited to: (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.

- D. **Length of Term:** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement will be automatically renewed after appropriate review by both parties, unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
- E. **No Third-Party Beneficiary Rights:** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
- F. **Termination:** If either party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party, provided that any such termination by the District shall not be effective as to any students participating in the Program at the date of mailing said notice, until such students have completed their assigned clinical experience at the District.
- G. **Assignment:** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other party.
- H. **Waivers and Modifications:** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
- I. **Relationship of Parties:** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employer-employee, or agency relationship between any of the parties, and no party shall have the authority to bind the other party in any respect.
- J. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- K. **Entire Agreement:** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to this Agreement.

Executed this _____ day of _____, 20_____.

<p><u>DISTRICT:</u></p> <p>FULLERTON SCHOOL DISTRICT 1401 West Valencia Drive Fullerton, California 92833</p> <hr/> <p>Signature</p> <p>By: _____</p> <p>Its [official title]: _____</p>	<p><u>UNIVERSITY:</u></p> <p>AZUSA PACIFIC UNIVERSITY P.O. Box 7000, 901 East Alost Avenue Azusa, California 91702-7000</p> <p><i>Mark S. Dickerson</i></p> <hr/> <p>Signature</p> <p>By: <u>Mark Dickerson</u></p> <p>Its [official title]: <u>Vice President</u></p>
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MAIL/DELIVER THIS FORM TO: *Dept. of School Counseling & School Psychology/Field Education*
Azusa Pacific University
P.O. Box 7000, 901 East Alost Avenue
Azusa, California 91702-7000

DISCUSSION/ACTION ITEM

DATE: October 12, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **ADOPT RESOLUTION #10/11-14 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2010/2011**

Background: *Education Code Section 60119 and California Code of Regulations, Title 5, Section 9531(c)* require local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on October 1, 2010 at the Fullerton Main Library, Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School, Nicolas Jr. High School, and Parks Jr. High School. Press releases were sent to the Los Angeles Times, Orange County Register, Korean Times, and the Fullerton Observer.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #10/11-14 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2010/2011.

JM:nm
Attachment

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION 10/11-14 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL
MATERIALS FOR 2010/2011

WHEREAS, Education code Section 60119 establishes steps and procedures to ensure the availability of text books and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10 days notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teacher and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board of those subjects, and

WHEREAS, a public hearing was held on October 12, 2010, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum frame work adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program and Intensive Intervention,
- (v) Visual & Performing Arts.

For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by *CCR, Title 5, Section 9531(c)*.

WHEREAS, between the 2008-09 through the 2012-13 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course

within the Fullerton School District / Orange County Department of Education, have standards-aligned textbooks or instructional materials from the same adoption cycle.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board makes the determination that each pupil of the District, has available sufficient textbooks and instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2010/2011 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2010/2011 school year, that the Governing Board of the Fullerton School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade eight has been provided with a standards-aligned textbook or basic instructional materials purchased from the approved standards-aligned adoption list in the areas of history/social science, mathematics, reading/language arts, science, and to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Mitch Hovey Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 12th day of October 2010, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF this 12th day of October 2010.

Beverly Berryman, President
Fullerton School District

Mitch Hovey Ed.D., Secretary
Fullerton School District

Resolution: #10/11-14

9/24/10nm

DISCUSSION/ACTION ITEM

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: **APPROVE RESOLUTION #10/11-15 AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION (GO) BOND SERIES A AND B REFUNDING BONDS**

Background: The purpose of this Resolution is to refinance existing Series A and B General Obligation (GO) Bonds that were approved by the voters on March 5, 2002, in the amount not to exceed \$47,000,000.00 for the purpose of taking advantage of potential savings from lower interest rates, thus reducing property tax rates.

Included as a separate document is the complete Resolution necessary to request the Board of Supervisors of the County of Orange to refund General Obligation Bonds on behalf of the District. Some of the information in the Resolution is left blank (interest rates, cost, etc.), because the exact information will not be known until the time of the sale.

The bond refunding documents are available in the Business Services Office.

Rationale: In order to take advantage of the current reduced interest rate environment, refunding bonds need to be issued to permit property tax savings to flow back to the public.

Funding: All costs of the refinancing will be paid from the proceeds, and there is no impact to the General Fund.

Recommendation: Approve Resolution #10/11-15 authorizing the issuance of General Obligation (GO) Bond Series A and B Refunding Bonds.

GC:RG:gs
Attachment

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF
FULLERTON SCHOOL DISTRICT (ORANGE COUNTY, CALIFORNIA)
2010 GENERAL OBLIGATION REFUNDING BONDS**

WHEREAS, a duly called election was held in the Fullerton School District, Orange County, California (the "District"), on March 5, 2002 (the "Authorization") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent or more of the voters of the District voting a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$49,700,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to the Authorization, the Board of Supervisors of Orange County (the "County") has previously issued on behalf of the District the following series of bonds (i) \$40,000,457.95 of Fullerton School District (Orange County, California) General Obligation Bonds, 2002 Election, Series A (the "Series A Bonds"); (ii) \$9,699,542.05 of Fullerton School District (Orange County, California) General Obligation Bonds, 2002 Election, Series B (the "Series B Bonds," and, together with the Series A Bonds, the "Prior Bonds");

WHEREAS, pursuant to Section 53550 of the Government Code of the State of California (the "Government Code"), the District is authorized to issue refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds");

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

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

SECTION 1. Purpose. To refund all or a portion of the outstanding principal amount of the Prior Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the District authorizes the issuance of the Refunding Bonds, to be styled as "Fullerton School District (Orange County, California) 2010 General Obligation Refunding Bonds" (the "Refunding Bonds"), in one or more series, in an aggregate principal amount not to exceed \$47,000,000, and with appropriate series designation if more than one series is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby appoint U.S. Bank National Association to act as the authenticating agent, bond registrar, transfer agent and paying agent

(collectively, the “Paying Agent”) for the Refunding Bonds. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds shall be sold at one or more negotiated sales upon the direction of the Superintendent of the District (the “Superintendent”) or the Assistant Superintendent, Business Services (the “Business Services Official”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the “Purchase Contract”) by and between the District and Piper & Jaffray & Co. (the “Underwriter”), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and the Superintendent, the Assistant Superintendent, Business Services, or a designated deputy thereof (the “Authorized Officers”), each alone, are hereby authorized to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum all-inclusive interest rate of the Refunding Bonds shall not exceed the maximum rate allowed by law and the Underwriter’s discount, excluding original issue discount thereon, shall not exceed 1.0% of the aggregate principal amount of the Refunding Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$47,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) “**Act**” means Sections 53550 *et seq.* of the California Government Code.
- (b) “**Accreted Interest**” means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Principal Amount thereof as of the date of calculation.
- (c) “**Accreted Value**” means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Principal Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on February 1, 2011 (unless otherwise provided in the Purchase Contract)) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.
- (d) “**Accretion Rate**” means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Principal Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing February 1, 2011), produces the Maturity Value on the maturity date.
- (e) “**Bond Insurer**” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal and Maturity Value of and interest on the Refunding Bonds.

(f) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2011 with respect to the interest on the Current Interest Bonds, August 1 of each year commencing February 1, 2011 with respect to the principal payments on the Current Interest Bonds and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(g) **“Capital Appreciation Bonds”** means the Refunding Bonds the Accreted Interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such Refunding Bonds in the Official Statement.

(h) **“Current Interest Bonds”** means the Refunding Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(i) **“Depository”** means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(j) **“DTC”** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(k) **“Escrow Agent”** means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunding Bonds.

(l) **“Escrow Agreement”** means the agreement governing the deposit of funds to refund the Refunded Bonds, dated as of November 1, 2010 by and between the District and Escrow Agent.

(m) **“Federal Securities”** means direct or indirect noncallable obligations of, or noncallable, nonprepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America, but excluding investments in mutual funds or unit investment trusts.

(n) **“Information Services”** means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent, Inc.’s Called Bond Department; or Standard & Poor’s J. J. Kenny Information Services Called Bond Service.

(o) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(p) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(q) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates.

(r) **“Paying Agent”** means U.S. Bank National Association or any successor thereto.

(s) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the initial principal amount thereof.

(t) **“Record Date”** means the fifteenth (15th) day of the month preceding each Bond Payment Date.

(u) **“Term Bonds”** means those Refunding Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(v) **“Transfer Amount”** means, with respect to any outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value or any integral multiple thereof (except for that one Capital Appreciation Bond may be issued in an odd denomination). The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of DTC.

Each Current Interest Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract or the Official Statement (the “Date of Delivery”), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest with respect to the Current Interest Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial issuance. Capital Appreciation Bonds will not bear interest on a current basis.

The Capital Appreciation Bonds shall mature in the years set forth in the Purchase Contract or the Official Statement and shall compound interest at the Accretion Rates to their Maturity Value as shown in the Accreted Value Table attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

No Refunding Bond attributable to the refunding of the Series A Bonds shall mature later than August 1, 2026. No Refunding Bond attributable to the refunding of the Series B Bonds shall mature later than August 1, 2026.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners (defined herein) of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(C) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued or accreted to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued or accreted to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the

Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each the Refunding Bond is registered in the Bond Register as the absolute owner (the “Registered Owner” or “Owner”) of such the Refunding Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value or Principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word “Nominee” in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository’s book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository’s book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the

beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value or Principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified

in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees of the District, or a designee thereof, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Vice President or Clerk of the Board, or a designee thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

There shall be attached to each Refunding Bond, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Clerk of the Board of Trustees, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

Clerk, Board of Trustees

SECTION 8. Paying Agent; Transfer and Exchange. Pursuant to Section 2 hereof, the Board has appointed U.S. Bank National Association to act as the Paying Agent for the Refunding Bonds.

So long as any of the Refunding Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for six years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption price, if any, payable on the Current Interest Bonds and the Accreted Value and redemption price, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement.

[REMAINDER OF PAGE LEFT BLANK]

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

FULLERTON SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2010 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
___% per annum August 1, _____ _____, 2010 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Fullerton School District (the "District") in Orange County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2011. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2011, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the "Act") in order to (i) advance refund the outstanding \$40,000,457.95 Fullerton School District, General Obligation Bonds, 2002 Election, Series A, dated July 3, 2002, (ii) advance refund the outstanding \$9,699,542.05 Fullerton School District, General Obligation Bonds, Election 2002, Series B, dated August 23, 2005 and (iii) pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the

District adopted on October 12, 2010 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$_____ represents the initial principal amount and \$_____ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1 are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium:

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

\$

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in

such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Fullerton School District, Orange County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees of the District, all as of the date stated above.

FULLERTON SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

_____ (Facsimile Signature)
Clerk, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By: _____ (Facsimile Signature)
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Clerk, Board of Trustees

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

**REGISTERED
NO.**

**REGISTERED
\$**

FULLERTON SCHOOL DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2010 GENERAL OBLIGATION REFUNDING BOND

<u>ACCRETION RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
___ % per annum	August 1, ___	_____, 2010	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

MATURITY VALUE:

The Fullerton School District (the "District") in Orange County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value being comprised of the Principal Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing February 1, 2011, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Principal Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially U.S. Bank National Association, Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the designated office of the Paying Agent.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the "Act") in order to (i) advance refund the outstanding \$40,000,457.95 Fullerton School District, General Obligation Bonds, 2002 Election, Series A, dated July 3, 2002, (ii) advance refund the outstanding \$9,699,542.05 Fullerton School District, General Obligation Bonds, Election 2002, Series B, dated August 23, 2005 and (iii) pay all necessary legal, financial, and

contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on October 12, 2010 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this bond is a part, in the initial principal amount of \$_____ and the Maturity Value of \$_____.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds are not subject to redemption prior to maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Fullerton School District, Orange County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees of the District, all as of the date stated above.

FULLERTON SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Clerk, Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2010.

_____, as Paying Agent

By: _____ (Facsimile Signature)
Authorized Signatory

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Clerk, Board of Trustees

(Form of Legal Opinion)

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of the net proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities shall be transferred to the Escrow Agent for deposit in the escrow fund (the “Escrow Fund”) established under the Escrow Agreement, which amount, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds. Premium or proceeds of the sale of the Refunding Bonds necessary to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in a fund held by the Paying Agent and known as “Fullerton School District 2010 General Obligation Refunding Bonds Cost of Issuance Fund” (the “Cost of Issuance Fund”) and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds. The District may alternatively pay costs of issuance out of premium or proceeds deposited into the Escrow Fund.

Any accrued interest and premium received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the “Fullerton School District 2010 General Obligation Refunding Bonds Debt Service Fund” (the “Debt Service Fund”) for the Refunding Bonds and used only for payments of principal and interest on the Refunding Bonds. The Debt Service Fund may, at the discretion of the District, be held by the County. Any premium received by the District from the sale of the Refunding Bonds not needed to pay for cost of issuance shall be deposited in either the Debt Service Fund or the Escrow Fund. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding any of the foregoing, the provisions of this Section 12 as they relate to the application of any premium received by the District from the sale of the Refunding Bonds may be amended by the Purchase Contract or the Official Statement so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal and Maturity Value of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector of Orange County, if the Debt Service Fund is held by the County, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal and Maturity Value of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), interest earned on the investment of monies held

in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the “Fullerton School District 2010 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal and Maturity Value of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the Principal and Maturity Value of and interest on the Refunding Bonds when and as the

same fall due. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal, interest or Accreted Value of the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal, interest or Accreted Interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Refunding Bonds outstanding and designated for defeasance (including all Principal, Accreted Value and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all Principal, Accreted Value and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s or “Aaa” by Moody’s Investors Service.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District Officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds, and the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds attributable to the refunded Series A Bonds and the Series B Bonds, respectively, will be less than the net interest cost to maturity plus the principal amount of the Refunding Bonds attributable to Refunded Bonds.

(c) The Board anticipates that the Refunding Bonds will be redeemed on the first optional prepayment date of such Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association as Escrow Agent for the Refunding Bonds and authorizes the preparation of the Escrow Agreement by Bond Counsel. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints Piper Jaffray & Co., El Segundo, California, as Underwriter, and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel.

(f) Notwithstanding any other provisions herein, the provisions of this Resolution may be amended by the Purchase Contract and the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 21. Resolution to Treasurer-Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of Orange County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 12th day of October, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Fullerton School District

Attest:

Clerk, Board of Trustees
Fullerton School District

CLERK'S CERTIFICATE

I, _____, Clerk of the Board of Trustees of the Fullerton School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on October 12, 2010, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2010

Clerk

ADMINISTRATIVE REPORT

DATE: October 12, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

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

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

New:
Instruction
BP 6161.2, Damaged or Lost Instructional Materials

Revised:
Instruction
BP 6020, Parent Involvement
BP 6154, Homework/Makeup Work

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification and propose revisions prior to approval of these policies at the October 26, 2010 Board of Trustees meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

JM:nm
Attachments

Fullerton School District

Board Policy

Parent Involvement

BP 6020

Instruction

Board Adopted: November 28, 2006

Board Revised:

The Board of Trustees recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in District and school activities; advisory, decision-making, and advocacy roles, and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The Superintendent or designee shall regularly evaluate and report to the Board of Trustees on the effectiveness of the District's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the District's parent involvement program for schools that receive Title I funding. The Superintendent or designee shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program **by seeking input through established District and school site committees.** (Education Code 11503)

The Superintendent or designee shall ensure that the District's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the District will carry out each activity listed in 20 USC 6318. (20 USC 6318)

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. The Superintendent or designee also shall involve parents/guardians of participating students in decisions regarding how the District's Title I funds will be allotted for parent involvement activities. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds will develop a school-level parent involvement policy **and a Title I - Parent Compact approved by School Site Council on an annual basis** in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children. (Education Code 11504)

Legal References:

EDUCATION CODE

11500-11506 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

64001 Single plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

UNITED STATES CODE, TITLE 20

6311 Parental notice of teacher qualifications and student achievement

6312 Local educational agency plan

6314 Schoolwide programs

6316 School improvement

6318 Parent involvement

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CSBA PUBLICATIONS

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

STATE BOARD OF EDUCATION POLICIES

89-01 Parent Involvement in the Education of Their Children, rev. 1994

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

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

WEB SITES

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

California Department of Education, Family, School, Community Partnerships:
<http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

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

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

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

CSBA Revisions

(3/91 6/96) 8/06

Fullerton School District

Board Policy

Homework/Makeup Work

BP 6154

Instruction

Board Adopted: June 12, 2007

Board Revised:

The Board of Trustees recognizes that homework contributes toward building responsibility, self-discipline and life-long learning habits, and that time spent on homework directly influences students' ability to meet the district's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives.

The Superintendent or designee shall ensure that administrators and teachers develop and implement an effective homework plan at each school site. As needed, teachers may receive training in designing relevant, challenging and meaningful homework assignments that reinforce classroom learning objectives.

Although it is the student's responsibility to do most homework assignments independently, the Board expects teachers at all grade levels to use parents/guardians as a contributing resource. When students repeatedly fail to do their homework, parents/guardians shall be notified and asked to contact the teacher.

Makeup Work

Students who miss school work because of an excused absence shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time. (Education Code 48205)

Students who miss school work because of unexcused absences shall be given the opportunity to make up missed work. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.

Legal References:

EDUCATION CODE

48205 Absences for personal reasons

48913 Completion of work missed by suspended student

48980 Parental notifications

58700-58702 Tutoring and homework assistance program; summer school apportionment credit

Management Resources:

SBE POLICIES

Parent Involvement in the Education of Their Children, 1994

Policy Statement on Homework, 1995

CSBA Revisions

(6/89 2/97) 2/99

Fullerton School District

Board Policy

Damaged or Lost Instructional Materials

BP 6161.2

Instruction

Board Adopted:

The Board of Trustees recognizes that instructional materials are an expensive resource and that each student is entitled to sufficient instructional materials in accordance with law. Instructional materials provided for use by students remain the property of the District. Students are responsible for returning borrowed materials in good condition, with no more wear and tear than usually results from normal use.

When materials are lost or so damaged that they are no longer usable, the student shall be issued a replacement material. However, students or parents/guardians shall be responsible for reparation equal to the current replacement cost of the materials. When materials are damaged but still usable, the Superintendent or designee shall determine an appropriate charge.

If it can be demonstrated to the Superintendent or designee's satisfaction that the student has taken all reasonable precautions to safeguard instructional materials issued to him/her, the Superintendent or designee may excuse the student or parent/guardian from payment of reparation.

If reparation is not excused and not paid by the student or parent/guardian, the District may withhold the student's grades in accordance with law and Board policy.

Legal References:

EDUCATION CODE

48904 Willful misconduct; limit of liability of parent or guardian

48904.3 Withholding grades, diplomas or transcripts of students causing property damage or injury

60119 Public hearing on sufficiency of materials

60411 Purchase and use; property of District

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

CODE OF REGULATIONS, TITLE 5

305 Student responsible for care of property

Management Resources:

WEB SITES

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

CSBA Revisions

(3/87 12/91) 7/05

ADMINISTRATIVE REPORT

DATE: October 12, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Mark Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **FIRST READING OF REVISED BOARD BYLAW 9250 REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS**

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies and bylaws, which are adopted by the majority of school districts in our State. Upon review of the current Board Bylaw 9250 Remuneration, Reimbursement and Other Benefits, it is time to revise this bylaw to reflect current laws and practice.

The purpose of this Administrative Report will be to afford Board members the opportunity to review this board bylaw, ask questions, receive clarification, and propose revisions prior to approval of this revised bylaw at the October 26, 2010 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MD:nm
Attachment

Fullerton School District

Board Bylaws

Remuneration, Reimbursement and Other Benefits

BB 9250

Bylaws of the Board

Board Adopted: November 27, 1990

Revised: November 19, 1998, September 11, 2001, August 27, 2002

Remuneration, Reimbursement, and Other Benefits

Each member of the ~~Governing Board~~ **Board of Trustees** may receive the maximum monthly compensation as provided for in law. **(Education Code 35120)**

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this rate shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

If a member does not attend all Board meetings during the month, he/she ~~may receive~~ **is eligible to receive only** a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. **(Education Code 35120)**

~~Members~~ **A member** may be paid for meetings ~~he/she~~ missed when the Board, by resolution, finds that ~~they were~~ **he/she** was performing designated services for the District at the time of the meeting or that ~~they were~~ **he/she** was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. **(Education Code 35120)**

In order to receive compensation for attending any Board meetings, Board members shall be present for at least 80% of the meeting time.

~~District Board members who wish to join the Public Employees Retirement System must file with PERS an election in writing to become a member.~~

Reimbursement of Expenses

Board members shall be reimbursed for all expenses incurred ~~in attending any meeting or in making any trips on official business of the School District~~ when ~~so~~ **authorized in advance by the Board of Trustees. (Education Code 35044)**

The rate of reimbursement shall be the same rate specified for District personnel.

Board members may use District issued credit cards while on official District business. Under no circumstances may personal expenses be charged on District credit cards.

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for District employees.

Health and welfare benefits for Board members shall be no greater than that received by District nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Board members shall not be eligible to accrue multiple health and welfare benefits from two or more public agencies for concurrent services, unless the Board member serves as a regular full-time employee in a separate public agency.

The District shall pay the cost of all premiums ~~required~~ for **active** Board members electing to participate in the District health and welfare benefits program.

Benefits for Retired Board Members

Retired Board members may participate in the health and welfare benefits program provided for District employees. Health and welfare eligibility and benefits terminate when retired Board members reach age 65 or become Medicare eligible, unless otherwise specified by the most generous schedule of benefits offered to nonsafety employees. (Government Code 53208.5)

Health and welfare benefits for retired Board members shall be no greater than that received by District nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any Board member retiring from the Board, after **servicing** at least two terms, may continue the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Legal References:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979)

93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

(11/00 11/01) 11/02

ADMINISTRATIVE REPORT

DATE: October 12, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

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

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

New:
Personnel
BP 4111.2, BP 4211.2, BP 4311.2 Legal Status Requirement
BP 4158, BP 4258, BP 4358 Employee Security

Revised:
Personnel
BP 4119.21, BP 4219.21, BP 4319.21 Professional Standards

Community Relations
BP 1312.1 Complaints Concerning District Employees

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification and propose revisions prior to approval of these policies at the October 26, 2010 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachments

Fullerton School District

Board Policy

Complaints Concerning District Personnel

BP 1312.1

COMMUNITY RELATIONS

Board Adopted: January 27, 1987

Revised:

~~The Board of Trustees advocates close communication between District personnel and parent(s)/guardian of students enrolled in the Fullerton School District.~~

~~Parent(s)/guardian are encouraged to discuss their concerns or complaints with school and District personnel, and members of the Board of Trustees to effect a timely response and resolution of the issue.~~

~~The Board of Trustees shall annually review policies and regulations for complaints regarding school personnel.~~

The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

The Board prohibits retaliation against complainants. The Superintendent or designee, at his/her discretion, may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The District will not investigate anonymous complaints unless deemed necessary by law.

Legal References:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

Management Resources:

CDE LEGAL ADVISORIES

0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)

CSBA Revisions

(6/92 6/93) 6/94

Errata changes 10/96

**Fullerton School District
Board Policy
Legal Status Requirement**

BP 4111.2, 4211.2, 4311.2

PERSONNEL

Board Adopted:

The Board of Trustees shall ensure that the District employs only those individuals who are lawfully authorized to work in the United States.

The Superintendent or designee shall:

1. Verify the employment eligibility of all persons hired by completing the U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, for each individual hired and ensure that the District does not knowingly hire or continue to employ any person not authorized to work in the United States.
2. Ensure that District employment practices do not unlawfully discriminate on the basis of citizenship status or national origin, including, but not limited to, discrimination against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.

Legal References:

UNITED STATES CODE, TITLE 8
1324a Unlawful employment of aliens
1324b Unfair immigrant-related employment practices
CODE OF FEDERAL REGULATIONS, TITLE 8
274a.1-274a.14 Control of Employment of Aliens

Management Resources:

U.S. CITIZENSHIP AND IMMIGRATION SERVICES PUBLICATIONS
Handbook for Employers: Instructions for Completing Form I-9, April 2009
WEB SITES
U.S. Citizenship and Immigration Services: <http://www.uscis.gov>

CSBA Revision
(9/92 3/00) 3/09

Fullerton School District

Board Policy

Professional Standards

BP 4119.21, 4219.21, 4319.21

PERSONNEL

Board Adopted: September 29, 2005

The Board of Trustees expects Fullerton School District employees to maintain the highest ethical standards, **exhibit professional behavior**, follow District policies and regulations, and abide by State and federal laws. Employee conduct should enhance the integrity of the District and advance the goals of the educational programs. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of District students.

The Board of Trustees ~~expects~~ **encourages** District employees to ~~follow~~ **accept** as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong.

Staff Conduct with Students

The Board expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property. Inappropriate employee conduct shall include, but not be limited to, engaging in harassing or discriminatory behavior; engaging in inappropriate socialization or fraternization with a student; soliciting, encouraging, or establishing an inappropriate written, verbal, or physical relationship with a student; furnishing tobacco, alcohol, or other illegal or unauthorized substances to a student; or engaging in child abuse.

An employee who observes or has evidence of inappropriate conduct between another employee and a student shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse shall file a report pursuant to the District's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80331-80338 Rules of conduct for professional educators

Management Resources:

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Standards for School Leaders, 1996

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

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

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

CSBA Revisions

(3/91 11/01) 7/09

Fullerton School District

Board Policy

Employee Security

BP 4158, 4258, 4358

Personnel

Board Adopted:

The Board of Trustees desires to provide a safe, orderly working environment for all employees. As part of the District's comprehensive school safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for assisting them in the event of an emergency situation.

The Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

When violence is directed against an employee by any individual and the employee so notifies the Superintendent or designee, the Superintendent or designee shall take steps to ensure that appropriate legal measures are instituted. When the employee notifies the Superintendent or designee of a threat of bodily harm, the District shall take appropriate measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques and crisis resolution.

The Board recognizes that access to two-way communications devices allows employees to call for assistance from their supervisor or law enforcement in the event of a threat of violence or medical emergency. The District shall provide such communications devices in classrooms to the extent possible.

Employees may possess a pepper spray weapon that meets the requirements of Penal Code 12403.7 on school property when students are not present. On a case-by-case basis, the Superintendent or designee may allow such possession when students are present if justified by unusual dangerous circumstances. Safety measures and proper storage of a pepper spray weapon are expected to be followed per instructions given upon purchase of the pepper spray. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

The Board requires school employees to take immediate action upon being made aware that any person is in possession of an injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal References:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings
32225-32226 Communication devices
35204 Contract with attorney in private practice or use of administrative advisor
35205 Contract for legal services
35208 Liability insurance
35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion Grounds for suspension or expulsion
49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion
49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials
240 Definition of assault
241.2 Assault on school or park property against any person
241.3 Assault against school bus drivers
241.6 Assault on school employee includes board member
242 Definition of battery
243 Battery; definition of "injury" and "serious bodily injury"
243.2 Battery on school or park property against any person
243.3 Battery against school bus drivers
243.6 Battery against school employee includes board member
245.5 Assault with deadly weapon; school employee includes board member
290 Registration of sex offenders
601 Trespass by person making credible threat
626.9 Gun-Free School Zone Act of 1995
626.10 Exceptions to bringing weapons on school grounds
646.9 Stalking
12403.7 Weapons approved for self defense

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality
828.1 District police or security department, disclosure of juvenile records

Management Resources:

CDE CORRESPONDENCE

0401.01 Protecting Student Identification in Reporting Injurious Objects

WEB SITES

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/lss/>

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

CSBA Revisions

(2/95 2/96) 7/01