

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 4, 2008, 4:00 p.m. Closed Session, 5:00 p.m. Open Session
District Administrative Offices, Board Room
1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments

Recess to Closed Session – Agenda:

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

5:00 p.m. - Call to Order, Pledge of Allegiance, and Report From Closed Session

Public Comments - Policy

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

Introductions/Recognitions

Acacia School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Item

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

Approve Minutes

Regular meeting on October 14, 2008

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 C22B0043 through C22B0052, C22C0030 through C22C0049, C22D0298 through C22D0341, C22M0173 through C22M0200, C22R0284 through C22R0321, C22S0078 through C22S0086, C22T0015 through C22T0019, C22V0055 through C22V0068, C22X0307 through C22X0340, C22Y0028 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 110248 through 110356 and 110406 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 66082 through 66523 for the 2008/2009 school year in the amount of \$3,202,123.59.
- 1f. Approve/Ratify Food Services warrants numbered 6474 through 6568 for the 2008/2009 school year totaling \$608,766.18.
- 1g. Approve/Ratify 2008/2009 Agreement for Provision of Orange County Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School – Agreement #33516.
- 1h. Approve/Ratify Agreement with TechRoom, Inc., covering the period of November 4, 2008 through November 4, 2009.
- 1i. Approve/Ratify Change Order #15 for Bernards.
- 1j. Approve/Ratify Amendment No. 1 to Agreement with MTGL, Inc., for structural inspection/materials testing services for Beechwood School Administration/Kitchen Renovation.
- 1k. Approve Guy Doud to be the speaker at the 2009 Welcome Back Address.
- 1l. Approve Independent Contractor Agreement with Fullerton School District and Club Z! to provide supplemental support services for the 2008/2009 school year.
- 1m. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc. to provide supplemental support services for the 2008/2009 school year.
- 1n. Approve Holly Steele to attend out-of-state National Science Teachers Association (NSTA) Conference on Science Education in Portland, Oregon, November 20-22, 2008.

- 1o. Ratify Consultant Agreement for the 2008/2009 school year with Michael E. Davis to provide professional development training in Professional Learning Communities at Beechwood School.
- 1p. Adopt Resolution #08/09-06 to Establish Temporary Inter-fund Transfers of Special or Restricted Fund Monies to the General Fund for 2008/2009.
- 1q. Adopt Resolution #08/09-B40-002 (District 40, Van Daele) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1r. Adopt Resolution #08/09-B48-002 (District 48, Amerige Heights) authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1s. Adopt Resolutions numbered 08/09-B078 through 08/09-B086 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

Discussion/Action Items

- 2a. Approve Board Policy 1312.3 Uniform Complaint Procedures Concerning Educational Programs.
- 2b. Approve/Ratify Authorization for the Orange County Superintendent of Schools and a delegation of Chief Business Officials to negotiate a Tentative Agreement on the District's behalf regarding Calculation of Capital Facilities Fees due to the Orange County Sanitation District.

Administrative Reports

- 3a. First Reading of Revised Board Bylaw and Appendix 9270, Conflict of Interest
- 3b. Annual Report for Williams Settlement Legislation for the 2007/2008 School Year

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, November 18, 2008, 4:30 p.m. closed session, 5:30 p.m. open session, in the Board Room at 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, October 14, 2008, 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 Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:32 p.m., and Trustee Duncan led the Pledge of Allegiance to the flag.

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

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

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:33 p.m., the Board recessed to closed session for: • Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

The Board returned to open session at 5:35 p.m., and Jeff Dotson led the Pledge of Allegiance to the flag. President Thornley stated that in closed session the Board unanimously approved a two-day suspension, without pay, for employee case number 815 and a one-day suspension, without pay, for employee case number 1035, per Education Code section 44932.

Introductions/Recognitions

Ladera Vista Junior High School Principal Margy Price, Assistant Principal Katina Rhodes, and Teacher Jenny Rivera presented a comprehensive overview of the school's Mission Statement, CST and API test results, and special activities.

Superintendent's Report

Dr. Hovey's report: thanked Margy Price and Katina Rhodes for their presentation and commented on the wonderful student artwork displayed on the Board Room walls; reminded everyone in attendance of this Saturday's (October 18) Artists' Pin Auction at the Fullerton Downtown Plaza, and the Ribbon Cutting for the new Arts LAB is at 5:45 p.m.; some of the student artwork on the Board Room walls was framed in collaboration with Cal State Fullerton and are great examples of our students' work; it was K-6 conference week, and yesterday was a student release day; there were many activities and many things happening during the Grades 7-8 staff development day; 15 of the District's 20 schools were able to participate on "Walk to School Day" on October 8; last week's County Superintendent meeting focused solely on the State budget issue, and Dr. Hovey presented a brief PowerPoint update, regarding the budget issue, in an effort to continue to be transparent.

Information from the Board of Trustees

Trustee Duncan's report: attended, along with the Superintendent and Trustee Berryman, the Orange County School Boards Association reception honoring the Schools First Federal Credit Union and President Rudy Hanley for all the work they do for Orange County schools; attended the PAGE meeting where State budget issues were discussed.

Trustee Sugarman's report: complimented the Food Services department on the delicious salad and sandwiches they prepared for the Board and Cabinet this evening and encouraged schools to support Food Services; reminded everyone of this Saturday's (October 18) Artists' Pin Auction, and she is very proud of

the District's Arts Program that is a hallmark program of 24 professional artists that touch the lives of all K-6 teachers and students; thanked the Brownstone Café for providing the food for the Pin Auction; the State spent \$25 million in St. Jude, focusing this year on obesity, and there is a rise in the number of students attending their programs; was told today by Chapman University that in 18 months, living in Orange County may start to improve.

Trustee Ballard impressed upon the Principals to take advantage of the County training that is offered to teachers for GLAD (Guided Language Acquisition Design). Mrs. Ballard stated the training is excellent, well worth the cost, and referred those interested to contact Sue Albano, Director of Educational Services.

Trustee Berryman's report: expressed her appreciation to the principals for sending their school newsletters to the Board Members and stated it's a wonderful way to see what is going on at the schools; the Fullerton Council PTA is sponsoring a no-charge college night for students and parents at Plummer Auditorium on October 28, 6:30 p.m. to 8:30 p.m., and she stated it's a very good program, a wonderful opportunity, and encouraged people to sign up to attend; read a fact in Dr. George Giokaris' newsletter that California high schools' 10th grade exit exams have improved, 28% in math and 13% in English language arts, partly because of the wonderful job that we're doing in the elementary schools; walked to Pacific Drive School on "Walk to School Day" and thanked Principal Gretchen Francisco for inviting her.

Information from PTA, FETA, CSEA, FESMA

Trustee Sugarman stated the PTA is selling tickets to the Brea Mall fundraising event and noted that \$7.00 of the \$10.00 ticket goes to the school.

FETA President Andy Montoya's report: thanked Ladera Vista Principal Margy Price for bringing the UCLA training to teachers; expressed to the Board the importance of visiting the school sites in order to really see what is happening.

CSEA President Joe Ahlert's report: Senator Lou Correa has called for a meeting with CSEA members tomorrow; spoke about a letter from CalPERS President Rob Feckner regarding the stock market and how it affects retirement; announced he will be out of District working for CSEA for a while; requested the Board provide a make-up day for the March 2 Read Across America Day as he will be lobbying in Sacramento on that date.

FESMA Representative Debi Rosengarten's report: for the last few weeks, site administrators have been very busy identifying at-risk students, preparing for conferences, and attending trainings.

Approve Minutes

Moved by Hilda Sugarman, seconded by Minard Duncan and carried 5-0 to approve the minutes of the Regular meeting on September 23, 2008.

Consent Items

Moved by Ellen Ballard, seconded by Hilda Sugarman and carried 5-0 to approve the consent items as presented.

- 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 C22B0038 through C22B0042, C22C0022 through C22C0029, C22D0266 through C22D0297, C22M0155 through C22M0172, C22R0233 through C22R0283, C22S0066 through C22S0077, C22T0012 through C22T0014, C22V0050 through C22V0054, C22X0258 through C22X0306 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 110175 through 110247 for the 2008/2009 school year.
- 1e. Approve/Ratify warrants numbered 65837 through 66081 for the 2008/2009 school year in the amount of \$2,143,169.22.
- 1f. Approve/Ratify Food Services warrant numbered 6474 for the 2008/2009 school year.

- 1g. Adopt Resolution #08/09-03 proclaiming October 27 - 31, 2008, as "Red Ribbon Week" for the Fullerton School District.
- 1h. Approve the 2008/2009 Agreements with the Orange County Department of Education for Inside the Outdoors Field and School Programs.
- 1i. Approve the 2008/2009 Agreement with the Orange County Department of Education for Resident Outdoor Science School.
- 1j. Approve/Ratify Consultant Agreement for the 2008/2009 school year between the Fullerton School District and Judy Smith to provide professional development training in Professional Learning Communities at Pacific Drive School.
- 1k. Approve 2008/2009 Stipends for Peer Assistance and Review (PAR) Joint Panel teacher members.
- 1l. Approve Telecommunications of Orange County Agreement for 2008/2009.
- 1m. Approve Ted Lai to attend the International Student Media Festival in Orlando, Florida from November 5-8, 2008 at no cost to the District.
- 1n. Approve the 2008/2009 Agreement with Camp High Trails for Outdoor Science School.
- 1o. Approve the 2008/2009 Agreement with the Ocean Institute for Outdoor Science School.
- 1p. Approve the 2008/2009 Agreement with Pathfinder Ranch for Outdoor Science School.
- 1q. Approve the 2008/2009 Agreement with Thousand Pines for Outdoor Science School.
- 1r. Approve 2008/2009 overnight outdoor science school field trips for District teachers and students.
- 1s. Approve Student Teaching Agreement with the University of La Verne commencing October 15, 2008.
- 1t. 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 and 17546.
- 1u. Approve Participation Agreement with the MIND Research Institute for a Math + Music software program at Maple School for 2008/2009.
- 1v. Adopt Resolution #08/09-05 proclaiming October 16, 2008 as "Lights On After School Day" for the Fullerton School District.
- 1w. Approve/Ratify 2008/2009 Nonpublic School Contract with Cinnamon Hills Youth Crisis Center for a special education student (MIS ID#2005-00218).
- 1x. Approve School Internship Agreement between Alliant International University and the Fullerton School District commencing October 15, 2008.
- 1y. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2008 – September 30, 2008).
- 1z. Approve/Ratify Classified Personnel Report.

- 1aa. Approve the District to issue a request for quote from Reliance Standard Life Insurance Company for life insurance coverage.
- 1bb. Approve/Ratify Income Agreement #33707 from the Orange County Department of Education for providing Dreamweaver customized technology training.

Discussion/Action Items

- 2a. Hold Public Hearing and Adopt Resolution #08/09-04

President Thornley opened the Public Hearing, and upon hearing no comments, closed the Public Hearing. It was moved by Minard Duncan, seconded by Hilda Sugarman and carried 5-0 to adopt Resolution #08/09-04 Determining Steps to Ensure Availability of Textbooks and Instructional Materials and Certification of Provision of Standards-aligned Instructional Materials for 2008/2009.

Administrative Reports

- 3a. First Reading of Board Policy 1312.3, Uniform Complaint Procedures Concerning Educational Programs

Mark Douglas stated that one paragraph was added in order to be compliant.

- 3b. Presentation of District Response to Intervention (Rtl) Model

Janet Morey, Jennifer Shepard, Darek Jaronczyk, Sue Khalili and Julie Graham presented an overview of the Response to Intervention (Rtl) efforts in the District that included Rtl components, specific examples from the instructional program, and corresponding District initiatives that support Rtl.

- 3c. Presentation of Project TIES Program through the Enhancing Education Through Technology (EETT) Grant

Ted Lai presented a summary of the Project TIES (Technology Integration Enhancing Science) Program and its effect on 21st Century teaching and learning.

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

There were no requests.

The Board Members announced the November 4 Board Meeting will begin at 4:00 p.m. rather than 4:30 p.m.

Adjournment

President Thornley adjourned the Regular meeting on October 14, 2008 at 7:22 p.m.

Beverly Berryman, Clerk, Board of Trustees

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires and an end of temporary assignment.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON November 4, 2008**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Melinda Atnip	Substitute Teacher	Employ	100	10/09/08
Laleh Dorri	Substitute Teacher	Employ	100	09/29/08
Leslie Gottlieb-Turner	Substitute Teacher	Employ	100	10/03/08
Andrew Greene	Substitute Teacher	Employ	100	09/26/08
Janet Hernandez	Substitute Teacher	Employ	100	09/26/08
Siobhan Long	Substitute Teacher	Employ	100	09/23/08
Traci Mauricio	Substitute Teacher	Employ	100	09/30/08
Maira Mendez	Substitute Teacher	Employ	100	10/10/08
Shelley Palesano	Substitute Teacher	Employ	100	10/17/08
Kendra Reiff	Substitute Teacher	Employ	100	09/30/08
Jefferson Sand	Substitute Teacher	Employ	100	10/14/08
Kathy Truong	Substitute Teacher	Employ	100	09/30/08
Melissa Wallace	Substitute Teacher	Employ	100	10/10/08

END OF TEMPORARY ASSIGNMENT

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Jessica Lopez	Preschool/Richman	End of Temp. Assignment	11/03/08

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 November 4, 2008.

Clerk/Secretary

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

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

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

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

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

GC:sf
Attachment

FULLERTON SCHOOL DISTRICT

Gifts – November 4, 2008

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Acacia PTA (PTA)	Monetary donation of \$10,000.00 for K-6 field trips
Acacia	Toyota Motor Sales, USA, Inc. (Parent Employer)	Monetary donation of \$50.00
Acacia	Fullerton Excellence In Education Foundation (Charitable Foundation)	Monetary donation of \$991.60 for the Technology program. Proceeds from Toast to Learning Auction
Acacia	Target- Take Charge of Education (Community Partner)	Monetary donation of \$302.53
Beechwood	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1229.36 for the Technology program. Proceeds from Toast to Learning Auction
Beechwood	Beechwood PTSA (PTA)	Monetary donation of \$8200.00 towards K-8 field trips
District	Beckman Coulter Foundation (Community Partner)	1200 "Science is Awesome" posters to use as prizes
District	Beckman Coulter Foundation (Community Partner)	Monetary donation of \$1200.00 for the 2009 Adventures in Science program
District	Albertson's (Community Partner)	Monetary donation of \$191.78 for the District's Science program
Fern	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$995.28. Proceeds from Toast to Learning Auction
Fern	Yong Ho Kim and Ji Young Park (Parent)	Monetary donation of \$100.00 for the school
Fisler	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1599.82 for the Technology program. Proceeds from Toast to Learning Auction

FULLERTON SCHOOL DISTRICT

Gifts – November 4, 2008

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Golden Hills	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1325.20 for the Technology program. Proceeds from Toast to Learning Auction
Hermosa Drive	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$777.79 for the Laptop program. Proceeds from Toast to Learning Auction
Ladera Vista	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1821.00 for the Laptop program. Proceeds from Toast to Learning Auction
Ladera Vista	Ladera Vista PTSA (PTA)	Monetary donation of \$3000.00 for the "Connect Ed System"
Ladera Vista	Target- Take Charge of Education (Community Partner)	Monetary donation of \$184.05 for instructional supplies
Laguna Road	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1104.03 for the Technology program. Proceeds from Toast to Learning Auction
Laguna Road	California Blue Apparel, Inc. (The Choi Family) (Family Business)	Monetary donation of \$1000.00 for school's use
Laguna Road	Target- Take Charge of Education (Community Partner)	Monetary donation of \$215.59 for school materials
Parks	Dr. and Mrs. Mark Hawkey (Teacher)	Donation of Bogen Manfrotto tripod, head, and dolly (\$450.00)
Parks	Dr. and Mrs. Mark Hawkey (Teacher)	Donation of 46 Simco Formal Wear Dresses (\$3,151.00), microphone with 50 foot cord, and microphone stand
Parks	Fullerton Lions Breakfast Club (Community Partner)	Monetary donation of \$50.00 for the Fine Arts program
Parks	Parks PTSA (PTA)	Monetary donation of \$3970.00 for the Made in the Shade Foundation

FULLERTON SCHOOL DISTRICT
Gifts – November 4, 2008

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1832.06 for the Laptop program. Proceeds from Toast to Learning Auction
Parks	Mojtaba and Angela Khorsandi (Parent)	Monetary donation of \$50.00 for the Science program
Parks	Gregory and Cheryl Richey (Parent)	Donation of Laptop computer
Parks	Kyung and Chang Kim (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Christie K. Chu (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Sung Rye and Sarah Lee (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Ki and Eun Yun Kim (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Don and Dawna Lee (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Yong Kwan Kim (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Peter and Michelle Lemcke (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Denise Walker (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Stephen and Antoinette Diltz (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	Ari and Regina Aleong (Parent)	Monetary donation of \$50.00 for Vocal program
Parks	V.L. De Pasquale (Parent)	Monetary donation of \$50.00 for Vocal program

FULLERTON SCHOOL DISTRICT

Gifts – November 4, 2008

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Konstantinos and Dimitra Kapogianis (Parent)	Monetary donation of \$100.00 for Vocal program
Parks	Mark Tucker and Susie Hong (Parent)	Monetary donation of \$100.00 for Vocal program
Parks	Mojtaba and Angela Khorsandi (Parent)	Monetary donation of \$100.00 for Vocal program
Parks	Robert and Rene Rosenberg (Parent)	Monetary donation of \$100.00 for Vocal program
Parks	Thomas and Ellen Malarkey (Parent)	Monetary donation of \$100.00 for Vocal program
Parks	Janice Abshier (Parent)	Monetary donation of \$100.00 for Vocal program
Richman	David Miyashiro (Former Principal)	Monetary donation of \$2500.00 for the school
Rolling Hills	BP Foundation (Parent Employer)	Monetary donation of \$25.00 to compensate the time parents volunteered in the classrooms
Rolling Hills	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$993.44 for the school. Proceeds from Toast to Learning Auction
Sunset Lane	Fullerton Excellence in Education Foundation (Charitable Foundation)	Monetary donation of \$1421.04. Proceeds from Toast to Learning Auction

CONSENT ITEM

DATE: November 4, 2008

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 C22B0043 THROUGH C22B0052, C22C0030 THROUGH C22C0049, C22D0298 THROUGH C22D0341, C22M0173 THROUGH C22M0200, C22R0284 THROUGH C22R0321, C22S0078 THROUGH C22S0086, C22T0015 THROUGH C22T0019, C22V0055 THROUGH C22V0068, C22X0307 THROUGH C22X0340, C22Y0028 FOR THE 2008/2009 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered C22B0043 through C22B0052, C22C0030 through C22C0049, C22D0298 through C22D0341, C22M0173 through C22M0200, C22R0284 through C22R0321, C22S0078 through C22S0086, C22T0015 through C22T0019, C22V0055 through C22V0068, C22X0307 through C22X0340, C22Y0028 for the 2008/2009 fiscal year.

GC:SS:sf
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22B0043	PIECES OF LEARNING	3,583.23	3,583.23	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
C22B0044	HEINLE AND HEINLE PUBLISHERS	1,370.61	1,370.61	0138852101 4310	IM English Learners Supplement / Materials and Supplies
C22B0045	HOUGHTON MIFFLIN COMPANY	1,161.72	1,161.72	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0046	HOUGHTON MIFFLIN COMPANY	1,528.49	1,528.49	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0047	HOUGHTON MIFFLIN COMPANY	126,898.96	126,898.96	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0048	HOUGHTON MIFFLIN COMPANY	335.31	335.31	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0049	HOLT RINEHART AND WINSTON INC	7,788.20	7,788.20	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0050	BALLARD AND TIGHE PUBLISHERS	3,061.52	3,061.52	0138852101 4310	IM English Learners Supplement / Materials and Supplies
C22B0051	HEINLE AND HEINLE PUBLISHERS	4,121.27	4,121.27	0138852101 4310	IM English Learners Supplement / Materials and Supplies
C22B0052	SOLUTION TREE LLC	387.94	387.94	0130452211 4350	SBCP Instr Supervision Dist / Materials and Supplies Offi
C22C0030	LONG BEACH ASSN OF SCHOOL PSYC	160.00	160.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and Meeti
C22C0031	SAN DIEGO CNTY OFFICE OF EDUCA	200.00	200.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Mee
C22C0032	IDEAS UNLIMITED SEMINARS LLC	199.00	199.00	0132652311 5210	School Counseling Program / Conferences and Meetings
C22C0033	CALIFORNIA ASSN OF SCHOOL COUN	498.00	498.00	0132652311 5210	School Counseling Program / Conferences and Meetings
C22C0034	ORANGE COUNTY COUNCIL FOR GIF	400.00	400.00	0136928101 5210	Qual Educ Invest Act Inst VP / Conferences and Meetings
C22C0035	CALIFORNIA MATH COUNCIL SOUTH	1,275.00	1,275.00	0138352221 5210	Math Science Instr Staff Dev / Conferences and Meetings
C22C0036	ORANGE CNTY DEPARTMENT OF EDU	50.00	50.00	0130452211 5210	SBCP Instr Supervision Dist / Conferences and Meetings
C22C0037	ORANGE CNTY DEPARTMENT OF EDU	55.00	55.00	0124854321 5210	Spec Ed Preschool Psychologist / Conferences and Meetir
C22C0038	BUREAU OF EDUCATION AND RESEAR	199.00	199.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Mee
C22C0039	CALIFORNIA ASSOCIATION FOR GIF	295.00	295.00	0111555211 5210	Gifted Talented Ed Supervision / Conferences and Meetin
C22C0040	COMPUTER USING EDUCATORS INC	195.00	195.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
C22C0041	CALIFORNIA MATH COUNCIL SOUTH	140.00	140.00	0136423101 5210	Sch Block Grant Instr Parks / Conferences and Meetings
C22C0042	UC REGENTS	8,100.00	8,100.00	0121019101 5210	High Priority Inst Maple / Conferences and Meetings

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C22C0043	ORANGE COUNTY READING ASSOCIA'	50.00	50.00	0130211101 5210	Econ Impact Aid Beechwood / Conferences and Meetings
C22C0044	SCHOOL INNOVATIONS AND	225.00	225.00	0152055779 5210	Education Services Discret / Conferences and Meetings
C22C0045	CASBO	450.00	450.00	0153750799 5210	Business Administration DC / Conferences and Meetings
C22C0046	ORANGE CNTY DEPARTMENT OF EDU	360.00	360.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Mee
C22C0047	CAHPERD	370.00	370.00	0124254101 5210	Special Ed IDEA Basic RSP NSH / Conferences and Mee
C22C0048	ORANGE COUNTY READING ASSOCIA'	150.00	150.00	0130627101 5210	Peer Assist Review Inst Sunset / Conferences and Meeting
C22C0049	RIVERSIDE PUBLISHING COMPANY	450.00	450.00	0150855359 5210	Distr Testing (Non Mandate) DC / Conferences and Meeti
C22D0298	FURNITURE ANN	754.25	754.25	2367711851 4350	CC Facilities Beechwood / Materials and Supplies Office
C22D0299	EDUCATIONAL RESOURCES	132.42	132.42	0130410101 4310	SBCP Instr Acacia / Materials and Supplies Instr
C22D0300	PITSCO	437.62	437.62	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22D0301	SOLUTION TREE LLC	299.39	299.39	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0302	EDUCATIONAL RESOURCES	26.94	26.94	0110229109 4310	Instruction Woodcrest DC / Materials and Supplies Instr
C22D0303	GOV CONNECTION	26.61	26.61	0131925101 4310	Phys Educ Block Grant Richman / Materials and Supplies
C22D0304	OFFICE DEPOT BUSINESS SERVICE	529.03	529.03	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0305	HERE COMES MONEY INC	280.15	280.15	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
C22D0306	OFFICE DEPOT BUSINESS SERVICE	216.03	216.03	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0307	SUPPLY MASTER	316.32	316.32	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0308	OFFICE DEPOT BUSINESS SERVICE	290.38	290.38	0130420101 4310	SBCP Instr Nicolas / Materials and Supplies Instr
C22D0309	STAPLES 025724519	224.92	224.92	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0310	DEMCO INC	139.45	139.45	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0311	HOUGHTON MIFFLIN COMPANY	200.53	200.53	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies
C22D0312	VIRCO MANUFACTURING CORPORAT	137.65	137.65	0109724109 4310	Suppl Grant Support Raymond / Materials and Supplies Ir

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C22D0313	APPLE COMPUTER INC.	124.99	124.99	0130924101 4310	Ed Tech Supp Grant Raymond / Materials and Supplies In
C22D0314	SCHOOL SPECIALTY	45.15	45.15	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0315	CULVER NEWLIN INC	363.20	363.20	2367711851 4350	CC Facilities Beechwood / Materials and Supplies Office
C22D0316	TROXELL COMMUNICATIONS	466.41	466.41	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0317	NEW MANAGEMENT	197.82	197.82	0109722279 4350	Supp Grant Admin Pacific Drive / Materials and Supplies
C22D0318	SUPPLY MASTER	1,056.35	1,056.35	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22D0320	TEACHER SUPPLIES	66.47	66.47	0130427101 4310	SBCP Instr Sunset / Materials and Supplies Instr
C22D0321	EDUCATIONAL RESOURCES	132.42	132.42	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
C22D0322	SCHOOL MATE	16.16	16.16	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22D0323	EDUCATIONAL RESOURCES	132.42	132.42	0130927101 4310	Ed Tech Supp Grant Sunset Lane / Materials and Supplies
C22D0324	ORIENTAL TRADING COMPANY	67.82	67.82	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Ins
C22D0325	PS WOOD MACHINES	167.09	167.09	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22D0326	CULVER NEWLIN INC	363.20	363.20	6855158741 4350	American Disability Act DC / Materials and Supplies Offi
C22D0327	IMAGINE LEARNING	172.40	172.40	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22D0328	HOUGHTON MIFFLIN COMPANY	523.78	523.78	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies I
C22D0329	HOLT RINEHART AND WINSTON INC	113.19	113.19	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies I
C22D0330	APPLE COMPUTER INC.	61.42	61.42	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr
C22D0331	SAW CENTER, THE	216.78	216.78	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22D0332	WOODWORKERS SUPPLY INC	240.64	240.64	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22D0333	IDEAL PRINTING COMPANY	540.91	540.91	0130416101 4310	SBCP Instr Hermosa / Materials and Supplies Instr
C22D0334	OFFICE DEPOT BUSINESS SERVICE	513.52	513.52	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0335	SADDLEBACK EDUCATIONAL INC	82.32	82.32	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies In
C22D0336	GOV CONNECTION	364.20	364.20	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr

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C22D0337	SUPPLY MASTER	384.67	384.67	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0338	SUPPLY MASTER	2,266.74	2,266.74	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
C22D0340	BARRETT ROBINSON INC	202.40	202.40	2367719851 6200	CC Facilites Maple / Buildings and Improve of Build
C22D0341	IMAGESTUFF.COM	350.07	350.07	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies In
C22M0173	JRP SERVICES	800.00	800.00	0153453819 5640	Vandalism / Repairs by Vendors
C22M0174	TRAFFIC CONTROL SERVICE INC	902.34	902.34	1453350859 4363	Deferred Maint Facilities / Materials and Supplies Repairs
C22M0175	STATE OF CALIFORNIA GENERAL SE	3.00	3.00	4067050851 6200	Facilities / Buildings and Improve of Build
C22M0176	INTEGRITY ELECTRIC	4,436.31	4,436.31	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0177	INTEGRITY ELECTRIC	7,424.78	7,424.78	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0178	INTEGRITY ELECTRIC	337.46	337.46	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0179	INTEGRITY ELECTRIC	1,003.26	1,003.26	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0180	INTEGRITY ELECTRIC	13,620.00	13,620.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0181	GANAHL LUMBER	381.66	381.66	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0182	SSD ALARM SYSTEMS	49.60	49.60	0154950839 5640	Security / Repairs by Vendors
C22M0183	AMBIENT ENVIRONMENTAL INC	20,025.00	20,025.00	1453317859 5805	Deferred Maint Fac Ladera Vsta / Consultants
C22M0184	CAL PACIFIC CONTRACTORS	6,350.00	6,350.00	1453321859 5640	Deferred Maint Fac Orangethrpe / Repairs by Vendors
C22M0185	GEARY PACIFIC SUPPLY	2,954.74	2,954.74	1453325859 6200	Deferred Maint Fac Richman Sch / Buildings and Improve
C22M0186	GANAHL LUMBER	93.74	93.74	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0187	BRADLEY COMPANY, E B	56.57	56.57	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0188	CRAIG COMMUNICATIONS	978.38	978.38	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0189	M DAVIS PLUMBING AND	3,150.00	3,150.00	1453319859 5640	Deferred Maint Fac Maple Sch / Repairs by Vendors
C22M0190	CARSON SUPPLY COMPANY INC	1,122.95	1,122.95	0153453819 4363	Vandalism / Materials and Supplies Repairs

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C22M0191	AIR FILTRATION SOLUTIONS	7,377.04	7,377.04	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0192	ASTRO PAINTING COMPANY INC	10,150.00	6,200.00	1453321859 6200	Deferred Maint Fac Orangethrpe / Buildings and Improve
			3,950.00	1453330859 6200	Deferred Maint Fac Fislser / Buildings and Improve of Bui
C22M0193	ASTRO PAINTING COMPANY INC	2,700.00	2,700.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0194	MANAGING BUSINESS SOLUTION INC	50,000.00	50,000.00	2167150851 5805	Facilities Improvement / Consultants
C22M0195	GEARY PACIFIC SUPPLY	2,954.74	2,954.74	1453324859 6200	Deferred Maint Fac Raymond / Buildings and Improve of
C22M0196	PCLIQUIDATIONS.COM	165.63	165.63	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
C22M0197	TELQUEST	420.23	420.23	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
C22M0198	THOMPSON ENGINEERING, P A	567.00	567.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0199	GANAHL LUMBER	43.10	43.10	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0200	ORTIZ TRACTOR SERVICE	3,700.00	3,700.00	0153453819 5640	Vandalism / Repairs by Vendors
C22R0284	ORANGE CNTY DEPARTMENT OF EDU	3,369.00	3,369.00	0152950729 5800	Districtwide Expenditures / Other Contracted Services
C22R0285	SAN JOAQUIN CNTY OFFICE OF EDU	1,316.60	658.30	0152151749 5890	Personnel Serv Certificated DC / Advertising for Employr
			658.30	0152258749 5890	Personnel Commission Discret / Advertising for Employrn
C22R0286	REVOLUTION ENTERPRISES INC	75.39	75.39	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0287	NIMCO	186.34	186.34	0125033101 4310	IASA Drug Free Sch EastsideK 6 / Materials and Supplies
C22R0288	LACUESTA, GEORGE	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees Tu
C22R0289	NOTIFICATION TECHNOLOGIES INC	40,200.00	40,200.00	8155050721 4350	EP Safety Mandates PR / Materials and Supplies Office
C22R0290	EDUCATIONAL RESOURCES	90.06	90.06	0110229109 4310	Instruction Woodcrest DC / Materials and Supplies Instr
C22R0291	B AND H PHOTO VIDEO INC	214.42	214.42	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies Ins
C22R0292	HARCOURT OUTLINES INC	146.75	146.75	0110230109 4310	Instruction Fislser DC / Materials and Supplies Instr
C22R0293	CURRAN INC, T D	107.31	107.31	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies C
C22R0294	HOUGHTON MIFFLIN COMPANY	620.64	620.64	0140155239 4310	Curriculum Development Discret / Materials and Supplies

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C22R0295	SOUTHWEST SCHOOL SUPPLY	45.23	45.23	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22R0296	SCHOLASTIC MAGAZINES	95.68	95.68	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies I
C22R0297	DISNEY EDUCATIONAL PRODUCTS	673.00	673.00	0140455249 4310	Multi Media Curriculum Lab DC / Materials and Supplies
C22R0298	AMTRAK GROUP SALES	1,489.11	1,489.11	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0299	GOV CONNECTION	357.73	357.73	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22R0300	SCHOLASTIC BOOK CLUBS	586.04	586.04	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
C22R0301	DIMICK, SANDI	80.80	80.80	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22R0302	UC REGENTS	143.40	143.40	0152258749 4350	Personnel Commission Discret / Materials and Supplies O
C22R0303	SMALL, MARISA	1,226.10	1,226.10	1231852101 5805	Pre K Family Literacy Instr / Consultants
C22R0304	JOHNSON, JANICE E	1,258.00	1,258.00	1231852101 5805	Pre K Family Literacy Instr / Consultants
C22R0305	DIXON, THOMAS	60.98	60.98	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22R0306	REVOLUTION ENTERPRISES INC	80.03	80.03	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
C22R0307	VERIZON WIRELESS	162.60	162.60	0135252261 4350	School Safety Program Parent / Materials and Supplies Of
C22R0308	KNOTT'S BERRY FARM	1,125.75	1,125.75	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0309	MISSION SAN JUAN CAPISTRANO	864.00	864.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0310	THEATREWORKS/USA	656.00	656.00	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
C22R0311	CAROLINA BIOLOGICAL SUPPLY COM	883.58	883.58	0109555109 4310	Beckman Science Instructional / Materials and Supplies Ir
C22R0312	WESTERN GRAPHIX	465.00	465.00	0130413101 4310	SBCP Instr Fern Drive / Materials and Supplies Instr
C22R0313	MONTOYA, KRISTIN	336.62	336.62	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
C22R0314	VETROVEC, STACY	155.15	155.15	0110220149 4310	Design Printmaking Nicolas / Materials and Supplies Instr
C22R0315	CASBO	458.00	458.00	0153750799 5310	Business Administration DC / Dues and Memberships
C22R0316	CDW.G	114.81	114.81	0131652101 4310	Arts and Music Grant Instruct / Materials and Supplies In
C22R0317	MEYER, JANNY	85.00	85.00	0110216109 4310	Instruction Hermosa Drive DC / Materials and Supplies In

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C22R0318	SENSORY EDGE	57.05	57.05	0112154101 4310	Special Day Class Severe / Materials and Supplies Instr
C22R0319	OFFICE DEPOT BUSINESS SERVICE	52.79	52.79	0151454391 4350	Special Services / Materials and Supplies Office
C22R0320	COLONIAL CHESTERFIELD AT RILEY	1,470.00	1,470.00	0111630109 5850	Fisler Donation Discretionary / Admission Fees
C22R0321	LAM, DEVI	270.00	270.00	0138352221 5210	Math Science Instr Staff Dev / Conferences and Meetings
C22S0078	SOUTHWEST SCHOOL SUPPLY	641.97	641.97	0100000000 9320	Unrestricted / Stores
C22S0079	PIONEER CHEMICAL COMPANY	3,585.92	3,585.92	0100000000 9320	Unrestricted / Stores
C22S0080	OFFICE DEPOT BUSINESS SERVICE	1,539.19	1,539.19	0100000000 9320	Unrestricted / Stores
C22S0081	BATTERY EXPRESS	56.03	56.03	0100000000 9320	Unrestricted / Stores
C22S0082	SOUTHWEST SCHOOL SUPPLY	2,238.45	2,238.45	0100000000 9320	Unrestricted / Stores
C22S0083	PIONEER STATIONERS	527.54	527.54	0100000000 9320	Unrestricted / Stores
C22S0084	SCHOOL SPECIALTY	1,154.39	1,154.39	0100000000 9320	Unrestricted / Stores
C22S0085	OFFICE DEPOT BUSINESS SERVICE	1,437.49	1,437.49	0100000000 9320	Unrestricted / Stores
C22S0086	CORPORATE EXPRESS	770.41	770.41	0100000000 9320	Unrestricted / Stores
C22T0015	A 1 TRANSMISSION AND SUPPLY	249.83	249.83	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22T0016	DARTCO TRANSMISSION SALES AND	195.87	195.87	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22T0017	QUALITY GLASS	145.46	145.46	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22T0018	PARKHOUSE TIRE INC	451.78	451.78	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22T0019	HOLLINS AUTO MACHINE	438.74	48.49	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			390.25	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
C22V0055	EXCELLENT 4 KIDS	1,415.62	1,415.62	0110329109 6410	Reimburse Woodcrest Disc / New Equip Less Than \$10,0
C22V0056	APPLE COMPUTER INC.	13,540.76	13,540.76	2567211859 6410	Fac Growth Dev Fees Beechwood / New Equip Less Than
C22V0057	DELL COMPUTER CORPORATION	1,387.20	1,387.20	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
C22V0058	ADAIR OFFICE FURNITURE	3,592.76	2,395.35	2367711851 4350	CC Facilities Beechwood / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22V0058	*** CONTINUED ***				
			1,197.41	2367711851 6410	CC Facilities Beechwood / New Equip Less Than \$10,000
C22V0059	TROXELL COMMUNICATIONS	3,284.22	3,284.22	0130422101 6410	SBCP Instr Pacific Drive / New Equip Less Than \$10,000
C22V0060	SAM ASH MUSIC STORES	673.44	673.44	0131652101 6410	Arts and Music Grant Instruct / New Equip Less Than \$10,000
C22V0061	PHONAK HEARING SYSTEMS	1,208.86	86.20	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			1,122.66	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
C22V0062	PHONAK HEARING SYSTEMS	1,193.87	86.20	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			1,107.67	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
C22V0063	HEWLETT PACKARD COMPANY	1,394.31	521.51	0153750799 4350	Business Administration DC / Materials and Supplies Offi
			872.80	0153750799 6450	Business Administration DC / Repl Equip Less Than \$10,000
C22V0064	CDW.G	2,274.12	2,274.12	2567211859 6410	Fac Growth Dev Fees Beechwood / New Equip Less Than \$10,000
C22V0065	PHONAK HEARING SYSTEMS	2,850.98	2,850.98	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
C22V0066	CULVER NEWLIN INC	1,185.25	1,185.25	2567226859 6410	Fac Growth Dev Fees Rolling Hi / New Equip Less Than \$10,000
C22V0067	GOV CONNECTION	570.00	570.00	0131652101 6410	Arts and Music Grant Instruct / New Equip Less Than \$10,000
C22V0068	SIGNS PLUS	3,985.75	3,985.75	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
C22X0307	ADMINISTRATORS NORTHWEST INC	15,000.00	10,000.00	0152451749 3901	Risk Management Discretionary / Other Benefits Certifica
			5,000.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classifie
C22X0308	FEDERAL EXPRESS CORP	2,259.90	2,259.90	0152950729 5901	Districtwide Expenditures / Communications Postage
C22X0309	PLATERO, DAWN L	5,400.00	5,400.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0310	KOHL, BRIAN	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0311	FISHER, ADAM	15,840.00	15,840.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0312	JONES, DALE	18,000.00	18,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0313	SWARTOUT, ADAM	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0314	LEJUWANN, LAURA	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0315	ARRANGA, TERI	2,442.38	2,442.38	0151454391 5220	Special Services / Mileage
C22X0316	AUTISM COMPREHENSIVE EDUCATIO	42,426.00	42,426.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0317	AUTISM COMPREHENSIVE EDUCATIO	23,002.00	23,002.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0318	AUTISM COMPREHENSIVE EDUCATIO	15,664.00	15,664.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0319	AUTISM COMPREHENSIVE EDUCATIO	50,005.00	50,005.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0320	AUTISM COMPREHENSIVE EDUCATIO	23,375.00	23,375.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0321	ACORN NATURALISTS	400.00	400.00	0109555109 4310	Beckman Science Instructional / Materials and Supplies Ir
C22X0322	AUTISM COMPREHENSIVE EDUCATIO	10,250.00	10,250.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0323	AUTISM COMPREHENSIVE EDUCATIO	2,200.00	2,200.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0324	PACIFIC CHILD AND FAMILY ASSOC	1,375.00	1,375.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0325	PACIFIC CHILD AND FAMILY ASSOC	27,160.00	27,160.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0326	PACIFIC CHILD AND FAMILY ASSOC	78,890.00	78,890.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0327	COYNE AND ASSOCIATES EDUCATION	46,256.00	46,256.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0328	VERIZON WIRELESS	1,000.00	1,000.00	0135252261 5900	School Safety Program Parent / Communications
C22X0329	PEPPER MUSIC, J W	400.00	400.00	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
C22X0330	ROCKLER WOODWORKING AND HAR	300.00	300.00	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22X0331	GRAINGER INC, WW	300.00	300.00	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
C22X0332	LOWES HIW INC	500.00	500.00	0111616109 4310	School Legacy Grant Instr Herm / Materials and Supplies
C22X0333	ORALINGUA SCHOOL	31,475.00	31,475.00	0115554101 5865	Non Public Schools / Nonpublic School Services
C22X0334	ORALINGUA SCHOOL	31,860.00	31,860.00	0115554101 5865	Non Public Schools / Nonpublic School Services
C22X0335	ORALINGUA SCHOOL	31,860.00	31,860.00	0115554101 5865	Non Public Schools / Nonpublic School Services
C22X0336	COYNE AND ASSOCIATES EDUCATION	34,976.00	34,976.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0337	COYNE AND ASSOCIATES EDUCATION	27,728.00	27,728.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/04/2008**

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0338	ROZENBERG MS CCC-SLP, ABBY M	11,070.00	11,070.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0339	TRAVISANO, PAUL	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0340	HOME DEPOT, THE	200.00	200.00	0109712109 4310	Suppl Grant Support Commonwealth / Materials and Suppli
C22Y0028	TRANSPORTATION CHARTER	30,000.00	30,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside Age
	Fund 01 Total:	896,603.60			
	Fund 12 Total:	2,484.10			
	Fund 14 Total:	49,186.82			
	Fund 21 Total:	50,000.00			
	Fund 23 Total:	4,912.61			
	Fund 25 Total:	17,000.13			
	Fund 40 Total:	3.00			
	Fund 68 Total:	363.20			
	Fund 81 Total:	40,200.00			
	Total Amount of Purchase Orders:	1,060,753.46			

Addendum to:

Purchase Order Detail Report – Canceled Purchase Orders
Board of Trustees Meeting 11/04/2008

The purchase order referenced above did not appear on the Canceled Purchase Order detail report. It was canceled before it was printed. The purchased order was canceled per request of the initiator.

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amount</u>	<u>Account Number</u>	<u>Pseudo/Object Description</u>
C22D0339	Barrett Robinson Inc		202.40	2367719851 6200	CC Facilities Maple/Buildings
		202.40			
	Fund 23 Total:	202.40			
	Total Amount of Purchase Orders:	202.40			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22B0007	E L ACHIEVE	9,956.10	+995.61	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
C22D0085	AMERICAN TECHNICAL PUBLISHERS	40.94	+5.61	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0110	BRODART COMPANY	275.63	+29.64	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
C22M0044	LABELLE-MARVIN INC	20,000.00	+1,250.00	1453313859 5805	Deferred Maint Fac Fern Dr / Consultants
			+1,250.00	1453320859 5805	Deferred Maint Fac Nicolas Jr / Consultants
			+1,250.00	1453321859 5805	Deferred Maint Fac Orangethrpe / Consultants
			+1,250.00	1453324859 5805	Deferred Maint Fac Raymond / Consultants
			+1,250.00	1453325859 5805	Deferred Maint Fac Richman Sch / Consultants
			+1,250.00	1453326859 5805	Deferred Maint Fac Rollng Hill / Consultants
			+1,250.00	1453328859 5805	Deferred Maint Fac Valencia Pk / Consultants
			+1,250.00	1453329859 5805	Deferred Maint Fac Woodcrest / Consultants
C22M0170	FIRE CONNECTION	2,455.00	+70.00	1453323859 5640	Deferred Maint Fac Parks Jr Hi / Repairs by Vendors
C22R0121	COUNCIL FOR EXCEPTIONAL CHILDF	94.79	+8.99	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
C22R0217	SMART BUSINESS ADVISORY	4,000.00	+1,200.00	0153750799 5805	Business Administration DC / Consultants
C22R0267	SPARK PROGRAM, THE	13,496.00	+12,596.00	0131952101 5805	Physical Education Block Grant / Consultants
C22R0268	AMAZON.COM	883.73	+856.34	0140155239 4310	Curriculum Development Discret / Materials and Supplies I
C22X0011	U S POSTAL SERVICE	68,000.00	-2,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
C22X0074	HOME DEPOT, THE	1,250.00	+250.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Repa
			+250.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies I
C22X0270	PRINT PRINTING	10,000.00	+9,500.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
C22X0296	DAVIS, CHELSEA KREITLER	22,500.00	+1,800.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22Z0069	VISTA PAINT	8,750.00	+5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
Fund 01 Total:			30,492.19		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 14 Total:	10,070.00		
		Total Amount of Change Orders:	40,562.19		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0319	STAPLES 025724519	828.31	828.31	0130419101 4310	SBCP Instr Maple / Materials and Supplies Instr
C22S0048	MCKESSON MEDICAL	43.10	43.10	0100000000 9320	Unrestricted / Stores
C22V0035	PHONAK HEARING SYSTEMS	2,837.06	741.32 2,095.74	0124754101 4310 0124754101 6410	Low Incidence Materials / Materials and Supplies Instr Low Incidence Materials / New Equip Less Than \$10,000
C22X0078	TECHNOLOGY INTEGRATION GROUP	500.00	250.00 250.00	0140055249 4363 0140955259 4363	Multi Media Technology DC / Materials and Supplies Re Information Systems ServicesDC / Materials and Supplie
Fund 01 Total:		4,208.47			
Total Amount of Purchase Orders:		4,208.47			

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<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 MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<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 CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<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 MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 11/04/2008

FROM 09/23/2008 TO 10/13/2008

<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: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Food Services
SUBJECT: APPROVE/RATIFY FOOD SERVICES PURCHASE ORDERS NUMBERED 110248 THROUGH 110404 AND 110406 FOR THE 2008/2009 SCHOOL YEAR

Background: Board approval is requested for Food Services purchase orders. The purchase order summary dated September 23, 2008 through October 21, 2008 contains purchase orders numbered 110248 through 110404 and 110406 totaling \$443,857.15. Purchase Order 110406 was printed out of order due to date requirement.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services purchase orders numbered 110248 through 110404 and 110406 for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
09-23-08 through 10-21-08

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
8/31/2008	Fullerton School District	110258	Payroll & Exp.	70,774.41
Processed Food & Commodity P.O.'s				
10/1/2008	ASR Food Distributors, Inc.	110277-A	Food	7.50
10/9/2008	ASR Food Distributors, Inc.	110345-A	Food	120.00
9/23/2008	Pierre Frozen Foods	P-110002	Food	3,124.00
10/16/2008	Jennie-O Turkey Store	J-O 110003	Food	6,727.20
9/26/2008	Jennie-O Turkey Store	J-O 110002	Food	823.20
9/30/2008	Gold Star Foods	GS-110002	Commodity	713.07
9/30/2008	DJ Co-ops	DJ-110003	Commodity	575.10
9/29/2008	Cargill Kitchen Solutions, Inc.	CARGILL-110004	Food	623.18
9/29/2008	Cargill Kitchen Solutions, Inc.	CARGILL-110005	Food	141.40
10/20/2008	Cargill Kitchen Solutions, Inc.	CARGILL-110006	Food	44.82
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				70,774.41
Total Processed Food & Commodity P.O.'s				12,899.47
Total Purchase Orders from Purchase Order Summary Report				360,183.27
TOTAL PURCHASE ORDERS				\$ 443,857.15

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

P.O. No: 110258 Vendor No: 1495 Name: Fullerton School District
Date Purchased: 08/31/2008 Location No: 90 Name: CENTRAL KITCHEN
Date Needed: 09/26/2008 Cost: 70,774.41 Tax: 0.00
Total: 70,774.41
Misc Info: 1B & 2A Payroll and District Expenses Discount: 0.00
Open P.O.: no Open Amount: 0.00 Y.T.D. Amount Used: 0.00
Vendor Contact: Phone:(714)447-7400 Fax:()-

999980 ACCRUED SALARIES	1	61,320.8200	61,320.82 N
Account: 9541			
999990 ACCRUED DISTRICT EXPENSES	1	9,453.5900	9,453.59 N
Account: 9561			

Fullerton School District

Food Services

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Date 10/30/2008

Time 08:10

PURCHASE ORDER SUMMARY

(09/23/2008 - 10/21/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	110261	09/26/2008		0.00	151.44	0.00	151.44
	110266	09/29/2008		0.00	1,053.00	0.00	1,053.00
	110282	10/01/2008		0.00	44.67	0.00	44.67
	110283	10/01/2008		0.00	4,701.68	0.00	4,701.68
	110312	10/06/2008		0.00	5,874.66	0.00	5,874.66
	110316	10/06/2008		0.00	229.60	0.00	229.60
	110334	10/07/2008		0.00	605.76	0.00	605.76
	110348	10/10/2008		0.00	526.32	0.00	526.32
	110379	10/21/2008		0.00	354.00	0.00	354.00
	110392	10/21/2008		0.00	689.70	0.00	689.70
	110393	10/21/2008		0.00	318.60	0.00	318.60
	110394	10/21/2008		0.00	1,712.10	0.00	1,712.10
				0.00	16,261.53	0.00	0.00
Arrowhead Water	110317	10/07/2008		0.00	0.00	0.00	115.90
				0.00	0.00	0.00	115.90
ASR Food Distributors, Inc.	110265	09/26/2008		0.00	671.60	0.00	671.60
	110272	09/29/2008		0.00	0.00	0.00	245.00
	110277	10/01/2008		0.00	3,006.92	0.00	3,006.92
	110288	10/03/2008		0.00	0.00	0.00	122.50
	110314	10/06/2008		0.00	85.44	0.00	85.44
	110319	10/07/2008		0.00	0.00	0.00	547.50
	110338	10/07/2008		0.00	1,296.51	0.00	1,296.51
	110344	10/09/2008		0.00	0.00	0.00	0.00
	110345	10/09/2008		0.00	0.00	0.00	0.00
	110352	10/10/2008		0.00	0.00	0.00	98.00
	110361	10/15/2008		0.00	1,397.34	0.00	1,397.34
	110363	10/15/2008		0.00	0.00	0.00	0.00
	110373	10/17/2008		0.00	0.00	0.00	245.00
	110380	10/21/2008		0.00	1,634.40	0.00	1,634.40
	110385	10/21/2008		0.00	0.00	0.00	49.00
	110388	10/21/2008		0.00	1,823.18	0.00	1,823.18
	110395	10/21/2008		0.00	8,396.32	0.00	8,396.32
110396	10/21/2008		0.00	4,201.50	0.00	4,201.50	
110398	10/21/2008		0.00	2,153.40	0.00	2,153.40	
			0.00	24,666.61	0.00	1,307.00	25,973.61
Balian Ice Cream Co.	110384	10/21/2008		0.00	1,634.00	0.00	1,634.00
				0.00	1,634.00	0.00	1,634.00
Calif. School Nutrition Assoc.	110256	09/24/2008		0.00	0.00	0.00	45.00
				0.00	0.00	0.00	45.00

* Totals Are Rounded

Fullerton School District

Food Services

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Date 10/30/2008

Time 08:10

PURCHASE ORDER SUMMARY
(09/23/2008 - 10/21/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Ecolab, Inc,	110260	09/26/2008		0.00	898.07	0.00	898.07
				0.00	898.07	4,577.60	5,475.67
FENN Termite & Pest Control	110343	10/09/2008		0.00	0.00	100.00	100.00
				0.00	0.00	100.00	100.00
Form Plastics	110274	09/30/2008		0.00	0.00	186.84	186.84
	110275	09/30/2008		0.00	0.00	7,618.96	7,618.96
	110320	10/07/2008		0.00	0.00	1,061.86	1,061.86
				0.00	0.00	8,867.66	8,867.66
Fullerton School District	110310	10/06/2008		0.00	0.00	500.00	500.00
	110406	09/30/2008		0.00	0.00	144,489.73	144,489.73
				0.00	0.00	144,989.73	144,989.73
Gold Star Foods	110284	10/01/2008		58.63	0.00	0.00	58.63
	110336	10/07/2008		713.76	0.00	0.00	713.76
	110339	10/07/2008		0.00	0.00	2.12	2.12
	110362	10/15/2008		2,196.52	0.00	0.00	2,196.52
	110365	10/15/2008		232.50	0.00	0.00	232.50
	110366	10/15/2008		1,540.56	0.00	0.00	1,540.56
	110377	10/20/2008		327.40	0.00	0.00	327.40
	110381	10/21/2008		7,959.77	0.00	0.00	7,959.77
	110391	10/21/2008		6,020.71	0.00	0.00	6,020.71
	110399	10/21/2008		6,492.31	0.00	0.00	6,492.31
	110400	10/21/2008		8,892.49	0.00	0.00	8,892.49
	110401	10/21/2008		1,589.40	0.00	0.00	1,589.40
				0.00	36,024.05	2.12	36,026.17
Hobart Service	110249	09/23/2008		0.00	0.00	241.86	241.86
				0.00	0.00	241.86	241.86
Industrial Electric	110286	10/02/2008		0.00	0.00	1,321.58	1,321.58
	110359	10/14/2008		0.00	0.00	90.45	90.45
	110386	10/21/2008		0.00	0.00	282.15	282.15
				0.00	0.00	1,694.18	1,694.18
Joseph Webb Foods, Inc.	110257	09/24/2008		301.15	0.00	0.00	301.15
	110264	09/26/2008		2,571.15	0.00	0.00	2,571.15

* Totals Are Rounded

Fullerton School District

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PURCHASE ORDER SUMMARY
(09/23/2008 - 10/21/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total	
Joseph Webb Foods, Inc.	110281	10/01/2008		0.00	75.40	0.00	42.80	118.20
	110313	10/06/2008		0.00	1,622.64	0.00	0.00	1,622.64
	110315	10/06/2008		0.00	80.24	0.00	0.00	80.24
	110337	10/07/2008		0.00	1,491.95	0.00	0.00	1,491.95
	110341	10/08/2008		0.00	2,089.46	0.00	0.00	2,089.46
	110349	10/10/2008		0.00	156.88	0.00	0.00	156.88
	110350	10/10/2008		0.00	677.04	0.00	88.95	765.99
	110351	10/10/2008		0.00	3,428.73	0.00	0.00	3,428.73
	110364	10/15/2008		0.00	310.72	0.00	0.00	310.72
	110371	10/16/2008		0.00	147.96	0.00	0.00	147.96
	110374	10/20/2008		0.00	964.16	0.00	0.00	964.16
	110383	10/21/2008		0.00	643.36	0.00	0.00	643.36
	110389	10/21/2008		0.00	1,943.39	0.00	0.00	1,943.39
	110390	10/21/2008		0.00	74.40	0.00	0.00	74.40
	110402	10/21/2008		0.00	1,095.50	0.00	0.00	1,095.50
	110403	10/21/2008		0.00	324.18	0.00	0.00	324.18
	110404	10/21/2008		0.00	1,406.58	0.00	0.00	1,406.58
				0.00	19,404.89	0.00	131.75	19,536.64
Le Chef Bakery	110358	10/14/2008		0.00	223.03	0.00	0.00	223.03
				0.00	223.03	0.00	0.00	223.03
P & R	110254	09/24/2008		0.00	0.00	96.33	0.00	96.33
	110263	09/26/2008		0.00	0.00	456.25	0.00	456.25
	110278	10/01/2008		0.00	0.00	1,807.94	0.00	1,807.94
	110279	10/01/2008		0.00	0.00	494.48	0.00	494.48
	110335	10/07/2008		0.00	0.00	996.20	0.00	996.20
	110347	10/10/2008		0.00	0.00	274.00	0.00	274.00
	110355	10/13/2008		0.00	0.00	722.75	0.00	722.75
	110356	10/13/2008		0.00	0.00	3,394.92	0.00	3,394.92
	110376	10/20/2008		0.00	0.00	596.51	0.00	596.51
	110387	10/21/2008		0.00	0.00	570.39	0.00	570.39
				0.00	0.00	9,409.77	0.00	9,409.77
Petty Cash	110360	10/14/2008		0.00	0.00	0.00	278.91	278.91
				0.00	0.00	0.00	278.91	278.91
Schoolhouse Software, Inc.	110357	10/14/2008		0.00	0.00	0.00	525.00	525.00
				0.00	0.00	0.00	525.00	525.00
So. CA School Nutrition Assoc.	110250	09/23/2008		0.00	0.00	0.00	450.00	450.00
				0.00	0.00	0.00	450.00	450.00

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Fullerton School District

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PURCHASE ORDER SUMMARY
(09/23/2008 - 10/21/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
State Board of Equaliz	110368	10/16/2008	0.00	0.00	0.00	263.63	263.63
			0.00	0.00	0.00	263.63	263.63
Supply Master	110370	10/16/2008	0.00	0.00	0.00	671.68	671.68
			0.00	0.00	0.00	671.68	671.68
Swift Produce	110248	09/23/2008	0.00	0.00	0.00	471.95	471.95
	110255	09/24/2008	0.00	0.00	0.00	784.43	784.43
	110259	09/29/2008	0.00	0.00	0.00	596.60	596.60
	110267	09/29/2008	0.00	322.15	0.00	2,569.63	2,891.78
	110273	09/30/2008	0.00	379.00	0.00	496.51	875.51
	110276	10/01/2008	0.00	0.00	0.00	820.23	820.23
	110285	10/02/2008	0.00	0.00	0.00	451.41	451.41
	110287	10/03/2008	0.00	0.00	0.00	404.00	404.00
	110311	10/06/2008	0.00	246.35	0.00	1,206.93	1,453.28
	110318	10/07/2008	0.00	0.00	0.00	615.60	615.60
	110340	10/08/2008	0.00	0.00	0.00	2,219.05	2,219.05
	110342	10/09/2008	0.00	0.00	0.00	400.50	400.50
	110346	10/10/2008	0.00	0.00	0.00	93.35	93.35
	110353	10/13/2008	0.00	56.85	0.00	545.82	602.67
	110367	10/15/2008	0.00	0.00	0.00	1,124.81	1,124.81
	110369	10/16/2008	0.00	0.00	0.00	686.54	686.54
	110372	10/17/2008	0.00	0.00	0.00	272.69	272.69
	110378	10/20/2008	0.00	435.85	0.00	1,625.78	2,061.63
	110397	10/21/2008	0.00	0.00	0.00	237.06	237.06
			0.00	1,440.20	0.00	15,622.87	17,063.07
Sysco Food Service	110354	10/13/2008	0.00	3,485.20	0.00	0.00	3,485.20
			0.00	3,485.20	0.00	0.00	3,485.20
The Popcorn Man	110280	10/01/2008	0.00	1,764.00	0.00	0.00	1,764.00
	110382	10/21/2008	0.00	1,333.75	0.00	0.00	1,333.75
			0.00	3,097.75	0.00	0.00	3,097.75
			0.00	118,027.93	10,307.85	231,847.49	360,183.27

* Totals Are Rounded

Fullerton School District

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Food Services

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PURCHASE ORDER REPORT

PO Type: All

Purchase Date

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110248	09/23/2008	Swift Produce	472	0	90
		Produce rec'd 9/23/08. Inv#502536			
110249	09/23/2008	Hobart Service	242	0	90
		Replaced Switch for Conveyor Warewasher at Nut Ctr			
110250	09/23/2008	So. CA School Nutrition Assoc.	450	0	90
		Pre-Register Lisa & Amanda for all 5 meetings			
110251	09/24/2008	Ecolab, Inc,	4,578	0	99
110252	09/24/2008	Driftwood Dairy	0	0	90
		****CANCELLED****			
110253	09/24/2008	Driftwood Dairy	3,069	0	90
		Dairy purchases from Sept. 8-30, 2008			
110254	09/24/2008	P & R	96	0	99
110255	09/24/2008	Swift Produce	784	323	90
		Produce rec'd 9/24/08 Inv#502591, 502624			
110256	09/24/2008	Calif. School Nutrition Assoc.	45	0	90
		CSNA membership fee for Amanda Colon			
110257	09/24/2008	Joseph Webb Foods, Inc.	301	0	90
		Inv#45097256			
110259	09/29/2008	Swift Produce	597	0	90
		Produce rec'd 9/26/08. Inv#502798			
110260	09/26/2008	Ecolab, Inc,	833	449	90
110261	09/26/2008	A & R Distributors	151	0	99
110262	09/26/2008	Driftwood Dairy	0	0	90
		****CANCELLED****			
110263	09/26/2008	P & R	456	0	99
110264	09/26/2008	Joseph Webb Foods, Inc.	2,618	0	99
110265	09/26/2008	ASR Food Distributors, Inc.	672	0	99
110266	09/29/2008	A & R Distributors	1,053	0	99
110267	09/29/2008	Swift Produce	2,892	2,378	90
		Produce rec'd 9/29/08. Inv#502741, 502680, 502852			
110268	09/29/2008	Coca Cola Co.	1,945	0	90
		Inv#2036423502			
110269	09/29/2008	Coca Cola Co.	470	0	17
		Inv#2006200304			
110270	09/29/2008	Coca Cola Co.	358	0	23
		Inv#2006161705			
110271	09/29/2008	Coca Cola Co.	283	0	20
		Inv#2045252802			

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Purchase Date

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110272	09/29/2008	ASR Food Distributors, Inc. Inv#664823	245	0	90
110273	09/30/2008	Swift Produce Produce rec'd 9/30/08. Inv#502910, 502935	876	379	90
110274	09/30/2008	Form Plastics Quote#02560	187	0	90
110275	09/30/2008	Form Plastics Inv#IV-60086	7,619	0	90
110276	10/01/2008	Swift Produce Produce rec'd 10/1/08. Inv#503009	820	0	90
110277	10/01/2008	ASR Food Distributors, Inc.	3,007	0	99
110278	10/01/2008	P & R	1,808	1,755	99
110279	10/01/2008	P & R	494	0	90
110280	10/01/2008	The Popcorn Man	1,764	0	99
110281	10/01/2008	Joseph Webb Foods, Inc.	118	0	99
110282	10/01/2008	A & R Distributors	45	0	99
110283	10/01/2008	A & R Distributors	4,702	0	99
110284	10/01/2008	Gold Star Foods	59	0	99
110285	10/02/2008	Swift Produce Produce rec'd 10/2/08. Inv#503103	451	0	90
110286	10/02/2008	Industrial Electric Repair Convection Oven @ Nutrition Center	1,322	0	90
110287	10/03/2008	Swift Produce Produce rec'd 10/3/08. Inv#503168	404	0	90
110288	10/03/2008	ASR Food Distributors, Inc. Inv#666403	123	0	90
110289	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,120	474	10
110290	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,692	0	11
110291	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	2,315	0	12
110292	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,326	0	13
110293	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,354	0	15
110294	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,590	0	16

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PO Type: All

Purchase Date

(09/23/2008 - 10/21/2008)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110295	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	3,292	0	17
110296	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,122	0	18
110297	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	2,595	0	19
110298	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	4,136	0	20
110299	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	3,439	1,900	21
110300	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	3,221	0	22
110301	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	2,022	0	23
110302	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	2,093	0	24
110303	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	4,698	0	25
110304	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,351	0	26
110305	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,666	0	27
110306	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	3,942	0	28
110307	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	2,495	0	29
110308	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	1,997	0	30
110309	10/03/2008	Driftwood Dairy Dairy purchases for October, 2008	3,591	0	90
110310	10/06/2008	Fullerton School District June 2008 GAS Reimbursement to the District	500	0	90
110311	10/06/2008	Swift Produce Produce rec'd 10/6/08. Inv#503092, 503122, 503240	1,453	1,166	90
110312	10/06/2008	A & R Distributors	5,875	0	99
110313	10/06/2008	Joseph Webb Foods, Inc.	1,623	0	99
110314	10/06/2008	ASR Food Distributors, Inc.	85	0	99
110315	10/06/2008	Joseph Webb Foods, Inc.	80	0	90
110316	10/06/2008	A & R Distributors	230	0	90
110317	10/07/2008	Arrowhead Water	124	0	90

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PURCHASE ORDER REPORT

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Purchase Date

(09/23/2008 - 10/21/2008)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110318	10/07/2008	Swift Produce	616	0	90
		Produce rec'd 10/7/08. Inv#503332			
110319	10/07/2008	ASR Food Distributors, Inc.	548	0	90
		Inv#666481			
110320	10/07/2008	Form Plastics	1,062	0	90
		Quote#QT-02569			
110321	10/07/2008	Coca Cola Co.	561	0	17
		Inv#2096409007			
110322	10/07/2008	Coca Cola Co.	382	0	20
		Inv#2006062102			
110323	10/07/2008	Coca Cola Co.	469	0	17
		Inv#2006280804			
110324	10/07/2008	Coca Cola Co.	533	0	23
		Inv#2016620103			
110325	10/07/2008	Coca Cola Co.	202	0	17
		Inv#2095317801			
110326	10/07/2008	Coca Cola Co.	652	0	20
		Inv#2036475709			
110327	10/07/2008	Coca Cola Co.	798	0	23
		Inv#2006202104			
110328	10/07/2008	Coca Cola Co.	446	0	17
		Inv#2006063401			
110329	10/07/2008	Coca Cola Co.	352	0	90
		Inv#20953108403			
110330	10/07/2008	Coca Cola Co.	791	0	23
		Inv#2006063503			
110331	10/07/2008	Coca Cola Co.	274	0	20
		Inv#2095319002			
110332	10/07/2008	Coca Cola Co.	697	0	20
		Inv#2006064302			
110333	10/07/2008	Coca Cola Co.	416	0	23
		Inv#2006064404			
110334	10/07/2008	A & R Distributors	606	0	99
110335	10/07/2008	P & R	996	764	99
110336	10/07/2008	Gold Star Foods	714	0	99
110337	10/07/2008	Joseph Webb Foods, Inc.	1,492	0	99
110338	10/07/2008	ASR Food Distributors, Inc.	1,297	0	99
110339	10/07/2008	Gold Star Foods	2	0	90
		Inv#815348			
110340	10/08/2008	Swift Produce	2,219	1,542	90
		Produce rec'd 10/8/08. Inv#503392, 503408			

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110341	10/08/2008	Joseph Webb Foods, Inc. Inv#45100624	2,089	0	99
110342	10/09/2008	Swift Produce Produce rec'd 10/9/08. Inv#503518	401	0	90
110343	10/09/2008	FENN Termite & Pest Control Placement of 4 additional bait stations @ Nut Ctr	100	0	90
110344	10/09/2008	ASR Food Distributors, Inc.	0	0	99
110345	10/09/2008	ASR Food Distributors, Inc.	0	0	99
110346	10/10/2008	Swift Produce Produce rec'd 10/10/08. Inv#503597	93	0	90
110347	10/10/2008	P & R	274	0	99
110348	10/10/2008	A & R Distributors	526	0	99
110349	10/10/2008	Joseph Webb Foods, Inc. Will Call	157	0	90
110350	10/10/2008	Joseph Webb Foods, Inc.	766	0	99
110351	10/10/2008	Joseph Webb Foods, Inc.	3,429	0	99
110352	10/10/2008	ASR Food Distributors, Inc. Inv#667787	98	0	90
110353	10/13/2008	Swift Produce Produce rec'd 10/13/08. Inv#503520, 503651	603	231	90
110354	10/13/2008	Sysco Food Service NO Friday Delivery	3,485	0	99
110355	10/13/2008	P & R Please delivery this in addition to Standing Order	723	0	99
110356	10/13/2008	P & R	3,395	0	99
110357	10/14/2008	Schoolhouse Software, Inc. Remote Training per Invoice#XT000000313	525	0	90
110358	10/14/2008	Le Chef Bakery	223	0	90
110359	10/14/2008	Industrial Electric O-Ring for Pump Head per Zef @ Nutrition Center	90	0	90
110360	10/14/2008	Petty Cash Petty Cash Replenishment	279	66	90
110361	10/15/2008	ASR Food Distributors, Inc.	1,397	0	99
110362	10/15/2008	Gold Star Foods	2,197	0	99
110363	10/15/2008	ASR Food Distributors, Inc.	0	0	99

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110364	10/15/2008	Joseph Webb Foods, Inc.	311	0	99
110365	10/15/2008	Gold Star Foods	233	0	99
110366	10/15/2008	Gold Star Foods	1,541	0	99
		URGENT DELIVERY			
110367	10/15/2008	Swift Produce	1,125	8	90
		Produce rec'd 10/15/08. Inv#503824, 503820			
110368	10/16/2008	State Board of Equaliz	264	0	90
		Sales Tax for July, August and September 2008			
110369	10/16/2008	Swift Produce	687	0	90
		Produce rec'd 10/16/08. Inv#503926			
110370	10/16/2008	Supply Master	672	0	90
		HP Toner cartridges for Lisa and Anna			
110371	10/16/2008	Joseph Webb Foods, Inc.	148	0	99
110372	10/17/2008	Swift Produce	273	0	90
		Produce rec'd 10/17/08. Inv#503998			
110373	10/17/2008	ASR Food Distributors, Inc.	245	0	90
		Inv#669817			
110374	10/20/2008	Joseph Webb Foods, Inc.	964	0	99
110375	10/20/2008	Driftwood Dairy	0	0	90
		cancelled			
110376	10/20/2008	P & R	597	0	99
		RESUME STANDING ORDER			
110377	10/20/2008	Gold Star Foods	327	0	99
110378	10/20/2008	Swift Produce	2,062	1,177	90
		Produce rec'd 10/20/08. Inv#503866, 504044			
110379	10/21/2008	A & R Distributors	354	0	99
110380	10/21/2008	ASR Food Distributors, Inc.	1,634	0	99
110381	10/21/2008	Gold Star Foods	7,960	0	99
110382	10/21/2008	The Popcorn Man	1,334	0	99
110383	10/21/2008	Joseph Webb Foods, Inc.	643	0	99
		Or as soon as possible			
110384	10/21/2008	Balian Ice Cream Co.	1,634	0	90
		Inv#3832			
110385	10/21/2008	ASR Food Distributors, Inc.	49	0	90
		Inv#670764			
110386	10/21/2008	Industrial Electric	282	0	90
		Repair Kettle at Nutrition Center			

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110387	10/21/2008	P & R	570	0	99
110388	10/21/2008	ASR Food Distributors, Inc.	1,823	0	99
110389	10/21/2008	Joseph Webb Foods, Inc.	1,943	0	99
110390	10/21/2008	Joseph Webb Foods, Inc.	74	0	90
110391	10/21/2008	Gold Star Foods	6,021	0	99
110392	10/21/2008	A & R Distributors	690	0	99
110393	10/21/2008	A & R Distributors	319	0	99
110394	10/21/2008	A & R Distributors	1,712	0	99
110395	10/21/2008	ASR Food Distributors, Inc.	8,396	0	99
110396	10/21/2008	ASR Food Distributors, Inc.	4,202	0	99
110397	10/21/2008	Swift Produce	237	0	90
110398	10/21/2008	Produce rec'd 10/21/08. Inv#504132 ASR Food Distributors, Inc.	2,979	0	99
110399	10/21/2008	Gold Star Foods	6,492	0	99
110400	10/21/2008	Gold Star Foods	8,892	0	99
110401	10/21/2008	Gold Star Foods	1,589	0	99
110402	10/21/2008	Joseph Webb Foods, Inc.	1,096	0	99
110403	10/21/2008	Joseph Webb Foods, Inc.	324	0	99
110404	10/21/2008	Joseph Webb Foods, Inc.	1,407	0	99
110406	09/30/2008	Fullerton School District Actual 2B & 3A Payroll and District Expenses	144,490	0	90

CONSENT ITEM

DATE: November 4, 2008
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 66082 THROUGH 66523 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$3,202,123.59

Background: Board approval is requested for warrants numbered 66082 through 66523 for the 2008/2009 school year. The total amount presented for approval is \$3,202,123.59.

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

Fund	Amount
01 General Fund	\$2,731,076.14
12 Child Development	20,176.75
14 Deferred Maintenance	64,159.43
21 Building Fund	6,448.00
23 G.O. Bond 2002B	296,408.18
25 Capital Facilities	3,429.25
40 Special Reserve	1,003.00
68 Workers' Compensation	38,503.00
81 Property/Liability Insurance	40,919.84
Total	\$3,202,123.59

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 66082 through 66523 for the 2008/2009 school year in the amount of \$3,202,123.59.

GC:SS:sf

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Food Services
SUBJECT: **APPROVE/RATIFY FOOD SERVICES WARRANTS NUMBERED 6474 THROUGH 6577 FOR THE 2008/2009 SCHOOL YEAR TOTALING \$619,981.37**

Background: Board approval is requested for Food Services warrants numbered 6474 through 6577 for the 2008/2009 school year. Warrants numbered 6475 through 6477 and 6519 were voided. The total amount presented for approval is \$619,981.37.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services warrants numbered 6474 through 6577 for the 2008/2009 school year totaling \$619,981.37.

GC:LS:dlh

CONSENT ITEM

DATE: November 4, 2008

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

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

PREPARED BY: Marilyn White, Director, Administrative Services

SUBJECT: APPROVE/RATIFY 2008/2009 AGREEMENT FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES PROGRAM AT LAGUNA ROAD SCHOOL AND NICOLAS JUNIOR HIGH SCHOOL – AGREEMENT #33516

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership (OCFNLP) takes the form of a club or chapter on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each chapter consists of a group of young people, along with an adult advisor, who work together to make positive change in their schools and communities. OCFNLP staff provides technical assistance and leadership training and support for chapter development. Students meet during the lunch break.

Laguna Road School and Nicolas Junior High School have offered a Friday Night Live Partnership Services Program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with the Fullerton School District, Laguna Road School and Nicolas Junior High School. Orange County Department of Education is offering a total of \$1000.00 in stipends to the two staff members at each school who are serving as advisors to the program, reimbursable to the District upon presentation of satisfactory documentation. The staff members' names are:

Laguna Road School:

Loryn Lawson	\$250.00
Judy Irvin	\$250.00

Nicolas Junior High School:

Helen Flores	\$250.00
Nancy Mizuno	\$250.00

Rationale: Students at Laguna Road School and Nicolas Junior High School have benefited from the many opportunities for school service, student leadership and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: \$1000.00 reimbursement from Orange County Department of Education to Fullerton School District Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School to fund advisor stipends.

Recommendation: Approve/Ratify 2008/2009 agreement for provision of Orange County Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School – Agreement #33516.

MW:mc
Attachment

2 AGREEMENT FOR PROVISION OF
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
4 BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
5 AND FULLERTON SCHOOL DISTRICT

6 This AGREEMENT is hereby entered into this 1st day of
7 September, 2008, by and between the Orange County Superintendent of
8 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
9 referred to as SUPERINTENDENT, and Fullerton School District, 1401
10 W. Valencia Drive, Fullerton, California 92833, hereinafter referred
11 to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively
12 referred to as the Parties.

13 WITNESSETH:

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

20 WHEREAS, SUPERINTENDENT is desirous of contracting with
21 DISTRICT for the provision of Orange County Friday Night Live
22 Partnership services; and

23 WHEREAS, DISTRICT is specially trained and experienced and
24 competent to perform the special services required, and is agreeable
25 to the rendering of such services according to the terms and
conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

1 1.0 BUDGET CONTINGENCY.

2 A. It is mutually understood between the Parties that this
3 AGREEMENT may have been written before ascertaining the availability
4 of congressional or legislative appropriation of funds for the
5 mutual benefit of both parties in order to avoid program and fiscal
6 delays that would occur if the AGREEMENT were executed after that
7 determination was made.

8 B. This AGREEMENT is valid and enforceable only if sufficient
9 funds are made available to the State by the United States
10 Government or the California State Legislature for the purpose of
11 this program. In addition, this AGREEMENT is subject to any
12 additional restrictions, limitations, conditions, or any statute
13 enacted by the Congress or the State Legislature that may affect the
14 provisions, terms or funding of this AGREEMENT in any manner.

15 2.0 TERM. The term of this AGREEMENT shall be for a period
16 commencing on September 1, 2008, and terminating on June 30, 2009,
17 subject to termination as set forth in this AGREEMENT. DISTRICT
18 shall be obligated to perform such duties as would normally extend
19 beyond this term including, but not limited to, obligations with
20 respect to indemnification, audits, reporting, and accounting.

21 3.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
22 independent contractor to perform the following described work and
23 DISTRICT hereby agrees to perform said work upon the terms and
24 conditions hereinafter set forth. DISTRICT must meet the
25 requirements to be eligible to receive a maximum of One thousand
dollars (\$1,000.00) advisor incentive funds. Verification by

1 SUPERINTENDENT'S designee and completion of all activities by May 1,
2 2009, is required to receive the full stipend. Payment will be
3 based on the number of advisors at each chapter site and the level
4 of participation by each advisor, which will be determined by the
5 SUPERINTENDENT'S Program Managers. Specifically, DISTRICT shall
6 ensure that each school site meets the following requirements in
7 order to maintain its eligibility for advisor incentive funds for
8 the Orange County Friday Night Live Partnership Program:

- 9 3.1 Maintain a leadership team, including a minimum of one
10 (1) advisor.
- 11 3.2 Hold and facilitate a minimum of two (2) chapter meetings
12 per month.
- 13 3.3 Participate in Advisor Kick-off.
- 14 3.4 Participate in one (1) or more Advisor-Professional
15 Development Academy training(s).
- 16 3.5 Participate in one (1) or more youth-focused
17 leadership/prevention/advocacy training(s).
- 18 3.6 Foster school and/or community engagement through
19 alcohol, tobacco, other drug, and violence prevention
20 activities, including Environmental Prevention activities
21 and/or service learning projects.
- 22 3.7 Program data collection and evaluation.
- 23 3.8 Ensure that the designated Orange County Friday Night
24 Live Partnership advisor(s) agrees to the OCFNLP Program
25 requirements by signing the "2008-2009 OCFNLP Participant
Requirements" form, which is attached as Exhibit "A" and

1 referenced herein, prior to participation in the Orange
2 County Friday Night Live Partnership Program.

3 4.0 BUDGET.

4 DISTRICT shall be paid in accordance with the following budget:
5 Shall not exceed \$1,000.00.

6 A. DISTRICT agrees to distribute payment to the FNL/CL/FNL
7 Kids Program chapters for those activities specified in Section 3.0
8 of this AGREEMENT.

9 5.0 COMPENSATION.

10 A. SUPERINTENDENT agrees to pay DISTRICT a total sum not to
11 exceed One thousand dollars (\$1,000.00) for services satisfactorily
12 rendered pursuant to this AGREEMENT, provided DISTRICT'S costs are
13 reimbursable pursuant to County, State and Federal statutes and
14 regulations and under all applicable terms of the State of
15 California. Payment shall be made upon completion and acceptance of
16 services and receipt of an itemized invoice from DISTRICT in
17 duplicate. All billings in the amount of One thousand dollars
18 (\$1,000.00) from DISTRICT must be received by SUPERINTENDENT no
19 later than June 5, 2009. SUPERINTENDENT will not be liable for any
20 billings received from DISTRICT after June 30, 2009. OCFNLP advisors
21 who meet the eligibility requirements have the opportunity to
22 receive an advisor incentive. The dollar amounts listed below
23 reflect payment distributions for the 2008-2009 year. Each
24 component may be counted only one time. Maximum advisor incentive
25 funds is Five hundred dollars (\$500.00) per school site.
Verification and completion of all activities by May 1, 2009, is

1 required to receive the full stipend. Reimbursement for activities
2 verified and completed are as follows:

- 3 1. Evaluation and Data Collection - Chapter Profile,
4 Monthly Logs, sign-in sheets, pre/post surveys, and
5 Youth Development Survey (\$150.00).
- 6 2. Advisor Kick-off (\$50.00).
- 7 3. One (1) or more Advisor Professional Development
8 Academy (\$50.00).
- 9 4. One (1) or more Youth-focused Leadership/Prevention/
10 Advocacy Trainings (\$100.00).
- 11 5. On-going School/Community Engagement Activities
12 (i.e., ATODV activities, Prevention projects, and/or
13 service learning projects (\$100.00).
- 14 6. Media input (i.e., student generated letter or
15 article submitted to school/local newspaper for
16 ATODV education and/or advocacy (50.00).

17 Payment shall be mailed to Fullerton School District, 1401 West
18 Valencia Drive, Fullerton, California 92833, or at such other place
19 as DISTRICT may designate in writing.

20 B. DISTRICT'S billings shall be on a form approved or supplied
21 by SUPERINTENDENT and provide such information as is required by
22 SUPERINTENDENT and are subject to final approval by SUPERINTENDENT.
23 Billings are due in accordance to the terms pursuant to this Section
24 4.0, COMPENSATION, and payments to DISTRICT shall be released by
25 SUPERINTENDENT no later than thirty (30) days after receipt of a
correctly completed billing form.

1 C. All billings to SUPERINTENDENT shall be supported, at
2 DISTRICT'S facility, by source documentation including, but not
3 limited to, ledgers, journals, time sheets, invoices, bank
4 statements, cancelled checks, receipts, receiving records, and
5 records of services provided.

6 D. SUPERINTENDENT may withhold or delay any payment should
7 DISTRICT fail to comply with any of the provisions set forth in this
8 AGREEMENT.

9 E. DISTRICT shall not claim reimbursement for services
10 provided beyond the expiration and/or termination of this AGREEMENT,
11 except as may otherwise be provided under this AGREEMENT.

12 F. The obligation of SUPERINTENDENT under this AGREEMENT is
13 contingent upon the availability of funds furnished by the County of
14 Orange. In the event that such funding is terminated or reduced,
15 this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal
16 obligations hereunder shall be limited to a pro-rated amount of
17 funding actually received by the SUPERINTENDENT under the grant.
18 SUPERINTENDENT shall provide DISTRICT written notification of such
19 termination. Notice shall be deemed given when received by the
20 DISTRICT or no later than three (3) days after the day of mailing,
21 whichever is sooner.

22 G. DISTRICT shall not use the funds provided by means of
23 this AGREEMENT for lobbying any governmental agency or official.
24 DISTRICT shall file all certificates and reports in compliance with
25 the requirement pursuant to Title 31, Section 1352, U.S.C.A.

1 6.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
2 AGREEMENT, shall be and act as an independent contractor. DISTRICT
3 understands and agrees that he/she and all of his/her employees
4 shall not be considered officers, employees or agents of the
5 SUPERINTENDENT, and are not entitled to benefits of any kind or
6 nature normally provided employees of the SUPERINTENDENT and/or to
7 which SUPERINTENDENT'S employees are normally entitled, including,
8 but not limited to, State Unemployment Compensation or Workers'
9 Compensation. DISTRICT assumes the full responsibility for the acts
10 and/or omissions of his/her employees or agents as they relate to
11 the services to be provided under this AGREEMENT. DISTRICT shall
12 assume full responsibility for payment of all federal, state and
13 local taxes or contributions, including unemployment insurance,
14 social security and income taxes with respect to DISTRICT'S
15 employees.

16 7.0 HOLD HARMLESS.

17 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
18 harmless DISTRICT, its Governing Board, officers, agents, and
19 employees from liability and claims of liability for bodily injury,
20 personal injury, sickness, disease, or death of any person or
21 persons, or damage to any property, real personal, tangible or
22 intangible, arising out of the negligent acts or omissions of
23 employees, agents or officers of SUPINTENDENT or the Orange County
24 Board of Education during the period of this AGREEMENT.

25 B. DISTRICT herby agrees to indemnify, defend, and hold harmless
SUPERINTENDENT, the Orange County Board of Education, and its

1 officers, agents, and employees from liability and claims of
2 liability for bodily injury, personal injury, sickness, disease, or
3 death of any persons or persons, or damage to any property, real,
4 personal, tangible or intangible, arising out of the negligent acts
5 or omissions of employees, agents or officers of DISTRICT during the
6 period of this AGREEMENT.

7 8.0 RECORDS. . DISTRICT shall prepare and maintain accurate and
8 complete financial records of its costs and operating expenses as
9 they relate to the services provided by this AGREEMENT. Financial
10 records shall be retained for at least four (4) years from the date
11 of final payment or final settlement, or until audit findings are
12 resolved, whichever is longer. DISTRICT will maintain the
13 confidentiality of all records, including billings, in accordance
14 with all applicable County, State, and Federal statutes and
15 regulations. DISTRICT shall inform all its officers, employees, and
16 agents of their responsibility for maintaining the confidentiality
17 provisions of this section.

18 9.0 INSPECTION AND AUDIT. SUPERINTENDENT, County of Orange, and
19 the State of California or Federal authorized representatives shall
20 have access for the purpose of auditing or examining any records of
21 DISTRICT pertinent to this AGREEMENT. DISTRICT shall maintain
22 records of services provided and financial records for a period of
23 four (4) years, unless such period is waived by SUPERINTENDENT and
24 COUNTY.
25

1 10.0 DELEGATION AND ASSIGNMENT. The obligations of the DISTRICT
2 pursuant to this AGREEMENT shall not be assigned by the DISTRICT
3 without prior written approval of SUPERINTENDENT and COUNTY.

4 11.0 TOBACCO USE POLICY. In the interest of public health,
5 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
6 use of any tobacco products are prohibited in buildings and
7 vehicles, and on any property owned, leased or contracted for by the
8 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure
9 to abide with conditions of this policy could result in the
10 termination of this AGREEMENT.

11 12.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
12 must meet the approval of the SUPERINTENDENT and shall be subject to
13 the SUPERINTENDENT'S general right of inspection to secure the
14 satisfactory completion thereof. DISTRICT agrees to comply with all
15 federal, state and local laws, rules, regulations and ordinances
16 that are now or may in the future become applicable to DISTRICT,
17 DISTRICT'S business, equipment and personnel engaged in operations
18 covered by this AGREEMENT or accruing out of the performance of such
19 operations.

20 13.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees or
21 agents shall secure and maintain in force such permits and licenses,
22 certificates, waivers, and exemptions as are required by law in
23 connection with the furnishing of services pursuant to this
24 AGREEMENT.
25

1 14.0 CONFLICT OF INTEREST. DISTRICT, while providing services under
2 this AGREEMENT, shall not refer clients or accept client referrals
3 to his/her private practice or services.

4 15.0 NON DISCRIMINATION. DISTRICT agrees that it will not engage in
5 unlawful discrimination in employment of persons because of race,
6 color, religious creed, national origin, ancestry, physical
7 handicap, medical condition, marital status, or sex of such persons.
8 DISTRICT agrees to employ persons solely on the basis of merit
9 without regard to race, religion, color, gender, national origin,
10 sexual preference, medical condition, marital status, ancestry, age
11 or physical or mental handicap.

12 16.0 TERMINATION.

13 A. Either party may terminate this AGREEMENT, with or without
14 cause, upon thirty (30) days written notice served upon the other
15 party. Notice shall be deemed given when received by the DISTRICT
16 or no later than three (3) days after the day of mailing, whichever
17 is sooner.

18 B. In the event DISTRICT should fail to perform the covenants
19 contained in this AGREEMENT in the time and manner specified,
20 SUPERINTENDENT may immediately terminate this AGREEMENT and is
21 excused from paying any amounts billed by DISTRICT to
22 SUPERINTENDENT.

23 17.0 NOTICE. All notices or demands to be given under this
24 AGREEMENT by either party to the other, shall be in writing and
25 given either by: (a) personal service or (b) by U.S. Mail, mailed
either by registered or certified mail, return receipt requested,

1 with postage prepaid. Service shall be considered given when
2 received if personally served or if mailed on the third day after
3 deposit in any U.S. Post Office. The address to which notices or
4 demands may be given by either party may be changed by written
5 notice given in accordance with the notice provisions of this
6 section. As of the date of this AGREEMENT, the addresses of the
7 parties are as follows:

8 DISTRICT: Fullerton School District
 1401 West Valencia Drive
 Fullerton, California 92833
 Attn: _____

10 SUPERINTENDENT: Orange County Superintendent of Schools
 200 Kalmus Drive
 P.O. Box 9050
 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

13 18.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
14 redress for violation of, or to insist upon, the strict performance
15 of any term or condition of this AGREEMENT, shall not be deemed a
16 waiver by that party of such term or condition, or prevent a
17 subsequent similar act from again constituting a violation of such
18 term or condition.

19 19.0 SEVERABILITY. If any term, condition or provision of this
20 AGREEMENT is held by a court of competent jurisdiction to be
21 invalid, void, or unenforceable, the remaining provisions will
22 nevertheless continue in full force and effect, and shall not be
23 affected, impaired or invalidated in any way.

24 20.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
25 shall be governed by the laws of the State of California with venue
in Orange County, California.

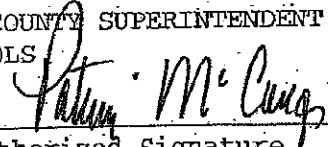
1 21.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
2 attached hereto constitute the entire agreement among the Parties to
3 it and supersedes any prior or contemporaneous understanding or
4 agreement with respect to the services contemplated, and may be
5 amended only by a written amendment executed by DISTRICT,
6 SUPERINTENDENT and COUNTY to the AGREEMENT.

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

8 DISTRICT: FULLERTON SCHOOL
9 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

10 BY: _____
Authorized Signature

BY: 
Authorized Signature

11 PRINTED NAME: Mitch R. Hovey

PRINTED NAME: Patricia McCaughey

12 TITLE: Superintendent

TITLE: Coordinator

13 DATE: November 5, 2008

DATE: September 30, 2008

14
15
16
17
18 FullertonSD-FNL AdvisorIncentive-HCA(33516)09
ZIP4

ORANGE COUNTY DEPARTMENT OF EDUCATION FRIDAY NIGHT LIVE PARTNERSHIP

2008-2009 OCFNLP PARTICIPANT REQUIREMENTS

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies

The Orange County Friday Night Live Partnership (OCFNLP) programs focus on youth development and alcohol, tobacco, other drug, and violence (ATODV) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for the young people we serve.

OCFNLP Standards of Practice:

As a *Member in Good Standing* of the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These Standards of Practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults;
5. Opportunities to engage in interesting and relevant skill development activities;
6. Opportunities to develop healthy personal attitudes and behavior (directly related to *No Child Left Behind* legislation).

OCFNLP staff will provide:

- Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
- Provision of new advisor training and materials;
- Technical assistance for new chapter development;
- Handbook and lesson plans for chapter implementation;
- Training and project support for school and community engagement activities;
- Training and project support for environmental prevention activities;
- Annual Advisor Kick-off;
- Two (2) countywide advisor training opportunities (Advisor Professional Development Academy);
- Youth-focused leadership training opportunities (leadership/skill building/ATODV prevention trainings);
- One (1) countywide recognition event (fee-based);
- Countywide alternative activities (fee-based) eligibility to participate requires submission of monthly logs;
- Support for chapter recruitment activities;
- Program information and updates through the OCFNLP website, email, fax, and/or mailings.



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education and funded by the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • www.ocfnlp.org



Chapter Responsibilities for Participation in OCFNLP:

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed below. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids name and logos).

- Maintain a leadership team, including a minimum of one (1) advisor;
- Hold and facilitate a minimum of two (2) chapter meetings per month;
- Participate in Advisor Kick-off;
- Participate in one (1) or more Advisor Professional Development Academy trainings;
- Participate in one (1) or more youth-focused leadership/prevention/advocacy training(s);
- Foster school and/or community engagement through alcohol, tobacco, other drug, and violence prevention activities, including Environmental Prevention activities and/or service learning projects;
- Conduct and maintain program data collection and evaluation;
- Adhere to all district/agency policies and code of conduct.

Requirements for Advisor Incentives:

OCFNLP advisors who meet the eligibility requirements have the opportunity to receive an Advisor Incentive. Amounts listed reflect payment distribution for the 2008-2009 fiscal year. Each component may be counted only one time. Maximum obligation is \$500 per site. Verification and completion of all activities by May 1, 2009, is required to receive the full stipend. Payments are made through district contracts.

- Evaluation and Data Collection – Chapter Profile, Monthly Logs, Sign-in Sheets, Pre/Post Surveys, and Youth Development Survey [\$150];
- Advisor Kick-off [\$50];
- One (1) or more Advisor Professional Development Academy) [\$50];
- One or more Youth-focused Leadership/Prevention/Advocacy Trainings [\$100];
- On-going School/Community Engagement Activities (*i.e.*, ATODV activities, Prevention projects, and/or service learning projects) [\$100];
- Media Input (*i.e.*, student generated letter or article submitted to school/local newspaper for ATODV education and/or advocacy) [\$50].

OCFNLP Lobbying Prohibition:

OCFNLP staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- In contracts, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.
- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill ordinance, rule, etc.

For further information, please see the "Lobbying vs. Education" information sheet in your Advisor Handbook.

CONSENT ITEM

DATE: November 4, 2008

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

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

PREPARED BY: Lisa Saldivar, Director of Nutrition Services

SUBJECT: APPROVE/RATIFY AGREEMENT WITH TECHROOM, INC., COVERING THE PERIOD OF NOVEMBER 4, 2008, THROUGH NOVEMBER 4, 2009

Background: Nutrition Services has contracted for Software and Hardware Maintenance and Support with TECHROOM, INC., since October 2006.

Rationale: Nutrition Services is fully integrated and networked with computer systems operating at the central offices and all twenty school sites. TECHROOM provides monthly services to maintain computer hardware and software in optimum working condition. TECHROOM services have been valuable in preventing major repairs and down time during the critical meal service periods. Additionally, TECHROOM has been able to quickly troubleshoot and repair issues remotely saving time and money.

Funding: Nutrition Services (606)

Recommendation: Approve/Ratify Agreement with TECHROOM, INC., covering the period of November 4, 2008, through November 4, 2009.

GC:LS:dlh
Attachment



Agreement for Professional Services[®]

October 23, 2008

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

SERVICE PROVIDER:

Name: TechRoom, Inc. ("**TechRoom**")

Address: 1835 Newport Blvd. A-106 Costa Mesa California 92627

Customer Service Telephone Number: (949) 764-9474

CLIENT

Name: Fullerton School District Food Services Department ("**Client**")

Mailing Address: 1401 W Valencia Dr. Fullerton CA 92833

Telephone Number: (714) 447-7470

2. **Term of Contract.** This Agreement shall commence on November 4th, 2008 (the "**Start Date**") and shall continue in force for a period of twelve (12) months unless terminated sooner as provided in Paragraph 18 of this Agreement.

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

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

Service hours per month included in this Agreement are as specified in Paragraph 4 below. Any additional hours or time spent for Excluded Services (Paragraph 5 below) shall be billed at TechRoom's then current billing rate. Additional time and time spent for Excluded Services is payable within ten (10) days of invoice and if not paid is subject to the same late penalty as described in paragraph 9 below. The normal billing rate in effective as of the date of this Agreement is \$150 per hour for work performed during regular business hours (see Paragraph 11 below) and \$300 per hour for work performed after regular business hours. Such rates are subject to change at any time. The cost for replacement parts and new or updated software licenses is not included in this Agreement and will be billed to the Client. TechRoom reserves the right to require prior payment for any order for replacement parts and new or updated software licenses in excess of \$500.

Service provided which is beyond the Services described above ("**Special Projects**") will be separately documented and billed and payable as mutually agreed.

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

4. **Required Monthly Hours.** For the purposes of this agreement, TechRoom will reserve 12 hours of priority service time ("**Service Hours**") focused on problem prevention each month beginning with the Start Date. Service Hours not used in one month may be carried over to the next month. The number of total monthly Service Hours proposed is a projection and the actual hours of service required may vary. Seasonality, large projects and unforeseen circumstances may affect business service requirements.

5. **Excluded Services.** Not included in the scope of this Agreement are services to repair or correct the following ("**Excluded Services**"):

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

Service time for repairs caused by Excluded Services will be billed at TechRoom's then normal hourly rates and be in addition to Services provided under this Agreement.

6. **Scheduled Visits.** TechRoom will schedule regular visits to Client during which times routine and regular hardware support and software maintenance will be performed in accordance with the Client's schedule to ensure no or minimal interruption of IT services. TechRoom and its employees agree to access the Client's premises during Client's normal operating hours from Client-specified entrances and exits, unless otherwise agreed upon in writing.

7. **Client's Obligations.**

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

equipment and goods, including loading and unloading, parking and other transportation costs when such parking and loading is required in the course of service and approved by Client.

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

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

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

TechRoom strives to respond to all service calls as quickly as possible. However, depending on the service level selected, priority will be give to insure response within the time frames described for the service level selected.

Standard Service (included):

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

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

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

Option 1:

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

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

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

Option 2:

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

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

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

Option 3:

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

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

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

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

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

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

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

service charges for carry-in repairs, including charges for service will be due upon completion of services rendered.

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

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

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

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

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

18. **Right to Cancel.** After the expiration of ninety (90) days following the execution of this Agreement, either party may, upon thirty (30) days written notice, terminate this Agreement with or without cause. All costs for service to the date of cancellation will be prorated.

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

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

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

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

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

20. **Electronic Information Security.** TechRoom may during the course of providing the Services be exposed to sensitive information, including passwords and access to privileged information. Client information systems and information contained therein will be treated as confidential

21. **Transferability.** Client's rights under this Agreement may not be transferred other than with the written consent of TechRoom and any transfer without such consent shall be void.
22. **Incorporation of Prior Agreement; Amendments.** This Agreement and any exhibits attached hereto constitute the complete agreement of the parties with respect to the subject matters referred to herein and supersede all prior or contemporaneous negotiations, promises, commitments, covenants or agreements of every kind or nature whatsoever with respect thereto, all of which have become merged and finally integrated into this Agreement and, to the extent not included herein, are hereby released, waived and relinquished. No covenants, agreements, understandings, representations or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by all parties and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.
23. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by and construed for all purposes in accordance with the laws of the State of California without regard for conflict of law principles.
24. **Arbitration.** Any controversy arising out of the subject matter of this Agreement shall be settled by arbitration by and pursuant to the then current rules and regulations of Judicate West. Such arbitration shall be held in Orange County, California and the decision shall be binding for all purposes and may be entered in any court of competent jurisdiction. The cost of arbitration shall be divided equally between the parties.
25. **Costs and Attorney's Fees.** In the event legal action (including arbitration) is commenced to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its cost of suit its reasonable attorneys' fees as determined by the arbitrator or court.
26. **Captions.** The section headings, underscoring and sequence herein are for convenience only and shall not in any way affect the meaning or construction of any provision hereof.

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

"Client"

Accepted:

Fullerton School District

TECHROOM, INC., a Delaware corporation

By:

By:

Sign

James Coleman
Chief Executive Officer

Print

Title

Date

Date



ATTACHMENT A: COVERED EQUIPMENT

Hardware located at 1401 W Valencia Dr. Fullerton CA 92833 and the supported school sites consisting of the following:

Consisting of the following:

Servers:

Please reference current state assessment on record.

Network Equipment:

Please reference current state assessment on record.

Workstations:

Please reference current state assessment on record.

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

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Larry Lara, Director, Maintenance, Operations and Facility Services
SUBJECT: APPROVE/RATIFY CHANGE ORDER #15 FOR BERNARDS

Background: On August 27, 2002, the Board of Trustees ratified the contract for construction management to Bernards (previously known as Bernards Brothers Construction Management). This change order is to extend the contract from September 2008 through November 2008. Bernards receives no profit from this contract extension and will provide necessary insurance coverage.

Rationale: Project work has extended beyond the initial contract time frame. This change order is to modify the agreement to cover project work until completion.

Funding: Measure CC Fund (23). There is no additional cost for Change Order #15; this is a time extension only.

Recommendation: Approve/ratify Change Order #15 for Bernards.

GC:LL:mm
Attachment

CHANGE ORDER

PROJECT: **Facilities Improvement Program**
Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833

CHANGE ORDER NUMBER: **15**

TO (Program/Construction Manager):
Bernards
618 San Fernando Road
San Fernando, California 91340

DATE INITIATED: **9/30/2008**
PURCHASE ORDERS: **322X0358, 422X0240, 522X0265,**
522X0618, 622X0207, 722X0134 & 822M0011
CONTRACT FOR: **GMAX & FEE**
CONTRACT DATE: **4/1/2002**

You are directed to make the following changes in this Contract:

- (1) Increase the date of Completion from October 1, 2008 to November 30, 2008 for additional services listed below.
- (2) Extend the services for a Project Manager (Patty Neely) from October 1, 2008 to November 30, 2008. There is no additional cost for these services.

Total for Change Order #15 \$0.00

Not valid until signed by both the District and Program/Construction Manager.
Signature of the Program/Construction Manager indicates agreement herewith, including any adjustment in the Contract Sum, or Contract Time.

Original Fixed Fee for Basic Services was.....	\$ 988,254.00
Net Changes by previously authorized Change Orders.....	\$ 565,011.66
The Fixed Fee for Basic Services prior to this change was.....	\$ 1,553,265.66
The Fixed Fee for Basic Services will be increased this change.....	\$ -
The new Fixed Fee for Basic Services will be.....	\$ 1,553,265.66
Original Guaranteed Maximum cost for General Conditions was.....	\$ 1,213,289.00
Net changes by previously authorized Change Orders.....	\$ 1,238,713.91
Net changes by previously authorized Purchase Orders.....	\$ 200,000.00
The Guaranteed Maximum cost prior to this change was.....	\$ 2,652,002.91
The Guaranteed Maximum cost will be increased this change.....	\$ -
The new Guaranteed Maximum cost for General Conditions will be.....	\$ 2,652,002.91
The new Guaranteed Maximum Cost (Fee & GC's) including this Change Order will be.....	\$ 4,205,268.57
The Contract Time will be changed by (Calendar Days).....	(61) Days
The Date of Completion as of the date of this Change Order therefore is.....	11/30/2008

Submitted:
PROGRAM/CONSTRUCTION MANAGER
Bernards
618 San Fernando Road
San Fernando, California 91340

Authorized:
DISTRICT
Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833



BY Kelvin K. Okino
 Project Executive

DATE _____

BY Dr. Gary Cardinale
 Assistant Superintendent, Business Services

DATE _____

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Larry Lara, Director, Maintenance, Operations and Facility Services
SUBJECT: **APPROVE/RATIFY AMENDMENT NO. 1 TO AGREEMENT WITH MTGL, INC., FOR STRUCTURAL INSPECTION/MATERIALS TESTING SERVICES FOR BEECHWOOD SCHOOL ADMINISTRATION/KITCHEN RENOVATION**

Background: On April 22, 2008, the Board of Trustees approved the agreement with MTGL, Inc., for structural inspection/materials testing services for Beechwood School Administration/Kitchen renovation. This change order is to increase the contract amount by \$3,800.00. The term of service is March 26, 2008, through September 30, 2008.

Rationale: Additional work resulting from poor soil conditions and unforeseen structural issues.

Funding: Measure CC Fund (23). Amendment No. 1 is for the additive amount of \$3,800.00, for a total contract amount of \$26,222.00.

Recommendation: Approve/Ratify Amendment No. 1 to agreement with MTGL, Inc., for structural inspection/materials testing services for Beechwood School Administration/Kitchen Renovation.

GC:LL:mm
Attachment

AMENDMENT NO. 1
AGREEMENT FOR STRUCTURAL INSPECTION/MATERIALS TESTING SERVICES FOR
BEECHWOOD SCHOOL ADMINISTRATION/KITCHEN RENOVATION

This Amendment No. 1 to Agreement for structural inspection/materials testing services for Beechwood School Administration/Kitchen Renovation (“Agreement”) is made by and between the Fullerton School District, acting through its Board of Trustees (hereinafter “District”) and MTGL, Inc., (hereinafter “Consultant”). The Agreement is hereby amended as follows:

1. **Contract Amount**

- Contract shall be a not-to-exceed amount of Twenty-Six Thousand, Two Hundred Twenty-Two (\$26,222.00).

- Hourly rates quoted in proposal shall remain in effect throughout the duration of the project.

IN WITNESS WHEREOF, the PARTIES hereto set their hands.

FULLERTON SCHOOL DISTRICT

MTGL, Inc.

By: _____

By: _____

Gary Cardinale, Ed.D.
Asst. Superintendent, Business Services

(Print Name)

(Title)

CONSENT ITEM

DATE: November 4, 2008
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: APPROVE GUY DOUD TO BE THE SPEAKER AT THE 2009 WELCOME BACK ADDRESS

Background: Guy Doud, author, educator, and motivational speaker, presented an inspirational Welcome Back Address to all District employees in August 2008. Mr. Doud was the 1986 National Teacher of the Year and was honored at the White House by then President Ronald Reagan. This recognition put Mr. Doud into the national spotlight and he has presented at major conferences and conventions including the National School Board Association and the National Association of Secondary School Principals, and has been rated one of the top speakers in the country. Mr. Doud will be returning to Fullerton to present the second part of his inspirational message at the 2009 Welcome Back Address to all District employees.

Rationale: This opening address is designed to provide all employees with inspiration and motivation necessary for maintaining a sense of well-being and balance in their lives as they prepare for the 2009-2010 school year.

Funding: Not to exceed \$6,500, Budget #0152657719-5805.

Recommendation: Approve Guy Doud to be the speaker at the 2009 Welcome Back Address. The terms and conditions of the contract between the Fullerton School District and the Nashville Speakers Bureau (on behalf of Guy Doud) shall be negotiated by the Superintendent or designee in the best interest of the District, at a cost not to exceed \$6,500.

MH:ki

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND CLUB Z! TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FOR THE 2008/2009 SCHOOL YEAR**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Independent Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with state approved supplemental support providers. Club Z! is a state approved supplemental support provider. Club Z! will provide one-to-one tutoring services to eligible students who attend Nicolas, Orangethorpe and Valencia Park Schools.

Funding: Not to exceed amount established by the California Department of Education per qualifying student to be paid through the District Title I budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Club Z! to provide supplemental support services for the 2008/2009 school year.

JM:SA:lc
Attachment

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

**INDEPENDENT CONTRACTOR AGREEMENT
SUPPLEMENTAL EDUCATIONAL SERVICES
2008-2009**

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and Club Z! 8357 Petunia Way, Buena Park, CA 90620, (714) 521-1616, hereinafter referred to as CONTRACTOR."

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

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

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

WHEREAS, **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services;**

WHEREAS, **Section 6316(e)(3) contains the following requirements:**

- a. Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP.**
- b. Requires a description of how the student's parents and teacher or teachers will be regularly informed of the student's progress;**
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;**
- d. Requires provisions with respect to the making of payments to the provider by District;**

e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving, supplemental educational services without the written permission of the parent of such student.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e). Pursuant to application form submitted to the California Department of Education, supplemental services shall be provided by Club Z! CONTRACTOR will provide one-to-one tutoring services to eligible student at the student's home address. CONTRACTOR will provide services to student only if a parent/guardian is present in the home during tutoring sessions.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 10, 2008, and will diligently perform as required and complete performance by June 5, 2009.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One thousand forty three dollars (\$1,043.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$55.00 per hour for a maximum of 18.9 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis by the 5th of each month. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2009.**

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind 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. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for

payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or

violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason:

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

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

19. Background Checks and Fingerprinting. CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.

20. 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 West Valencia Drive
Fullerton, CA 92833

CONTRACTOR:

Club Z!
8357 Petunia Way
Buena Park, CA 90620
(714) 521-1616

21. 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.

22. 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.

23. 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.

THIS AGREEMENT IS ENTERED INTO THIS 4th DAY OF November 2008.

Fullerton School District
(Name of District)

CLUB Z!
(Consultant Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Glen Walker
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND PROFESSIONAL TUTORS OF AMERICA, INC. TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FOR THE 2008/2009 SCHOOL YEAR

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Independent Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with state approved supplemental support providers. Professional Tutors of America, Inc. is a State approved supplemental support provider. Professional Tutors of America, Inc. will provide one-to-one tutoring services to eligible students who attend Nicolas, Orangethorpe and Valencia Park Schools.

Funding: Not to exceed amount established by the California Department of Education per qualifying student to be paid through the District Title I budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc. to provide supplemental support services for the 2008/2009 school year.

JM:SA:lc
Attachment

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

**INDEPENDENT CONTRACTOR AGREEMENT
SUPPLEMENTAL EDUCATIONAL SERVICES
2008-2009**

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and Professional Tutors of America, Inc., 3350 East Birch Street, Suite108, Brea, CA 92821, (714) 784-3450, hereinafter referred to as CONTRACTOR."

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

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

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

WHEREAS, the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services;

WHEREAS, **Section 6316(e)(3) contains the following requirements:**

- a. Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's IEP.**
- b. Requires a description of how the student's parents and teacher or teachers will be regularly informed of the student's progress;**
- c. Requires a provision for the termination of the agreement if the provider is unable to meet the goals and timetables required;**
- d. Requires provisions with respect to the making of payments to the provider by District;**

e. Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving, supplemental educational services without the written permission of the parent of such student.

NOW, THEREFORE, the parties agree as follows:

1. Services. to be provided by CONTRACTOR: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e). Pursuant to application form submitted to the California Department of Education, supplemental services shall be provided by Professional Tutors of America, Inc. CONTRACTOR will provide one-to-one tutoring services to eligible student at the student's home address. CONTRACTOR will provide services to student only if a parent/guardian is present in the home during tutoring sessions.**
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 10, 2008**, and will diligently perform as required and complete performance by **June 5, 2009**.
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One thousand forty three dollars (\$1,043.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$65.00 per hour for a maximum of 16 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis by the 15th of each month. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2009.**
4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.
5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind 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. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for

payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within fifteen (15) days after service of such notice the condition or

violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the fifteen (15) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason:

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

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

19. Background Checks and Fingerprinting. CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.

20. 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 West Valencia Drive
Fullerton, CA 92833

CONTRACTOR:

Professional Tutors of America, Inc.
3350 East Birch Street, Suite 108
Brea, CA 92821
(714) 671-0181

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.

THIS AGREEMENT IS ENTERED INTO THIS 4^h DAY OF November 2008.

Fullerton School District

(Name of District)

Professional Tutors of America, Inc.

(Consultant Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.

Typed Name

Robert Harraka

Typed Name

Superintendent

Title

Director

Title

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 4, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ramon Miramontes, Principal, Beechwood School

SUBJECT: APPROVE HOLLY STEELE TO ATTEND OUT-OF-STATE NATIONAL SCIENCE TEACHERS ASSOCIATION (NSTA) CONFERENCE ON SCIENCE EDUCATION IN PORTLAND, OREGON, NOVEMBER 20-22, 2008

Background: The 2008 NSTA Area Conference in Portland has a focus on "Sustainable Science." The conference is geared toward K-12 science teachers and provides workshops to bring together science education leaders and classroom teachers.

Rationale: The focus on "sustainable science" at this year's NSTA area conference is fitting for Beechwood School and for the development of 21st century learners. Never has the time been better for students and teachers to increase their responsibility for the world around us with the power of science. Through attending workshops and networking with other science educators and professionals, Mrs. Steele will focus on the needs of the Beechwood Science program and will also bring depth to the developing International Baccalaureate Middle Years Programme.

Funding: Cost is not to exceed \$1400.00 and is to be paid from IB funds and from School Block Grant funds. There will be substitute requirements.

Recommendation: Approve Holly Steele to attend out-of-state National Science Teachers Association (NSTA) Conference on Science Education in Portland, Oregon, November 20-22, 2008.

JM:RM:tk

CONSENT ITEM

DATE: November 4, 2008

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Jennifer Shepard, Director, Educational Services
Ramon Miramontes, Principal, Beechwood School

SUBJECT: RATIFY CONSULTANT AGREEMENT FOR THE 2008/2009 SCHOOL YEAR WITH MICHAEL E. DAVIS TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING IN PROFESSIONAL LEARNING COMMUNITIES (PLC) AT BEECHWOOD SCHOOL

Background: In support of the Beechwood School Single School Plan for Student Achievement, it is requested that Mr. Michael E. Davis provide professional development to assist staff in establishing procedures to effectively use student data to improve student learning through grade level PLC meetings. Professional development activities will be provided to staff at all grade levels in support of moving all students to proficiency.

Mr. Michael E. Davis is an educational consultant who focuses on collaboration, communication and how to build professional learning communities.

Rationale: The staff at Beechwood School is committed to continuing their professional development focus on PLC's to strengthen instructional practices and to support student learning.

Funding: Cost not to exceed \$1,800.00 dollars paid from site SBCP Instruction (304). Cost includes daily rate of \$875.00 to provide staff training one full day in fall and one follow-up day in spring for PLC teams.

Recommendation: Ratify Consultant Agreement for the 2008/2009 school year with Michael E. Davis to provide professional development training in Professional Learning Communities (PLC) at Beechwood School.

JM:RM/JS
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Michael E. Davis, 547 North 73rd, Seattle, Washington, 98103**, 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:

To facilitate inservice to Beechwood staff on team building in relation to their "Professional Learning Community" (PLC) teams.

Services shall be provided by **Michael E. Davis**.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 19, 2008**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **one thousand, eight hundred Dollars (\$1,800.00)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed one thousand, eight hundred dollars (\$1,800.00) per day and shall include only expenses incurred for reproducing workshop materials. Any travel expenses shall be pre-approved in writing by the DISTRICT.**

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

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

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

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

9. Hold Harmless. CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either

directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT.

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Michael E. Davis
547 North 73rd
Seattle, WA 98103

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 4th DAY of November 2008

Fullerton School District
(Name of District)

Michael E. Davis
(Consultant Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.
Typed Name

Michael E. Davis
Typed Name

Superintendent
Title

Education Consultant
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: **ADOPT RESOLUTION NO. 08/09-06 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES TO THE GENERAL FUND FOR 2008/2009**

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

It is anticipated that the District's cash flow will be low for November 2008 and March 2009. The District may borrow up to \$9 million from other funds to cover the General Fund cash flow needs. The actual amount to borrow will be determined in June 2009. Loan shall be repaid in the same fiscal year or no later than 120 days of year end. The General Fund may borrow up to 75% of the money held in any fund during the current fiscal year.

Rationale: In order to meet anticipated cash flow demands of the District, the District will likely need to temporarily borrow sufficient funds to meet expenditure obligations during the 2008/2009 fiscal year.

Funding: General Fund (01)

Recommendation: Adopt Resolution No. 08/09-06 to establish temporary interfund transfers of Special or Restricted Fund monies to the General Fund for 2008/2009.

GC:SS:sf
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION NO. 08/09-06

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Fullerton School District, in accordance with the provisions of Education Code Section 42603 adopts the following authorization for fiscal year 2008/2009 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

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

PASSED AND ADOPTED by the Governing Board on November 4, 2008, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

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

WITNESSED my hand this 4th day of November 2008.

Clerk/Secretary of the Governing Board

CONSENT ITEM

DATE: November 4, 2008

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 08/09-B40-002 (DISTRICT 40 VAN DAELE)
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 08/09-B40-002 (District 40 Van Daele) 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:sf
Attachment

FULLERTON SCHOOL DISTRICT
CFD No. 2000-1 (Van Daele)
Orange County, California
RESOLUTION FOR EXPENDITURE
District 40

WHEREAS, the governing Board 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:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$7,750
9780	Other Designations	-7,750
	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 General Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 4, 2008

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 08/09-B48-002 (DISTRICT 48 AMERIGE HEIGHTS) 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 08/09-B48-002 (District 48 Amerige Heights) 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:sf
Attachment

FULLERTON SCHOOL DISTRICT
CFD No. 2001-1 (Amerige Heights)
Orange County, California
RESOLUTION FOR EXPENDITURE
District 48

WHEREAS, the governing Board 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:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$14,500
9780	Other Designations	-14,500
	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 General Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 4, 2008

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 RESOLUTIONS 08/09-B078 THROUGH 08/09-B086 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 Resolutions 08/09-B078 through 08/09-B086 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:sf
Attachment

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$129,006 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>
8047	Community Redevelopment Funds	\$64,357
8699	All Other Local Revenue	64,649
	Total:	<u>\$129,006</u>

WHEREAS, the governing Board 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	-\$5,211
2000	Classified Salaries	-76
3000	Employee Benefits	16,073
4000	Books and Supplies	3,835
5000	Services & Other Operating Expenses	37,037
9770	Designated for Economic Uncertainties	77,348
	Total:	<u>\$129,006</u>

Explanation: This Resolution reflects increased revenue from the Fullerton Collaborative; Fullerton Excellence in Education Foundation (FEEF) wine auction proceeds; donations and reimbursements from PTA's and ASB's; and Community Redevelopment revenue. Also included are adjustments to project expenditures in the Unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$326,887 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>
8290	All Other Federal Revenue	\$123,227
8590	All Other State Revenue	203,660
	Total:	<u>\$326,887</u>

WHEREAS, the governing Board 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	-\$760,310
2000	Classified Salaries	-551,037
3000	Employee Benefits	-10,646
4000	Books and Supplies	1,733,578
5000	Services & Other Operating Expenses	-40,820
7000	Other Outgo	-43,878
	Total:	<u>\$326,887</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for the Quality Education Investment Act (QEIA); Readiness and Emergency Management for Schools (REMS); Title III Immigrant Education Program; and Title III Limited English Proficiency Grant. Also included are reductions to revenue and expenditures for Title I; Comprehensive School Reform Program; 21st Century Community Learning Center Cohort II; as well as adjustments to project expenditures in categorical budgets.

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

Date: _____

By: _____

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$58,506 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:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	<u>\$58,506</u>
	Total:	<u>\$58,506</u>

WHEREAS, the governing Board 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>Income Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$9,000
2000	Classified Salaries	-15,000
3000	Employee Benefits	2,000
4000	Books and Supplies	56,845
5000	Services & Other Operating Expenses	5,250
7000	Other Outgo	<u>411</u>
	Total:	<u>\$58,506</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for the Pre-Kindergarten Family Literacy and Support Programs, as well as adjustments to expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board 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 Description</u>	<u>Amount</u>
4000	Books and Supplies	\$4,469
5000	Services & Other Operating Expenses	-342,592
6000	Capital Outlay	338,123
	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 adjustments to reflect estimated expenditures in the Deferred Maintenance Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board 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:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
4000	Books and Supplies	\$900
5000	Services & Other Operating Expenses	29,058
6000	Capital Outlay	30,942
9780	Other Designations	-60,900
	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 adjustments to expenditures in the Building Fund, including the cost for moving portable buildings at school sites.

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

Date: _____

By: _____

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

WHEREAS, the governing Board 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:

GENERAL OBLIGATION BOND SERIES B FUND 23

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
4000	Books and Supplies	-\$110,000
5000	Services & Other Operating Expenses	48,821
6000	Capital Outlay	-193,244
9780	Other Designations	254,423
	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 adjustments to project estimated expenditures in the General Obligation Bond Series B Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board 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:

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
4000	Books and Supplies	\$41,650
5000	Services & Other Operating Expenses	4,600
6000	Capital Outlay	-46,250
	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 adjustments to project estimated expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$86,737 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:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8625	Community Redevelopment Funds	<u>\$86,737</u>
Total:		<u>\$86,737</u>

WHEREAS, the governing Board 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 Description</u>	<u>Amount</u>
4000	Books and Supplies	-\$3
6000	Capital Outlay	3
9780	Other Designations	<u>86,737</u>
Total		<u>\$86,737</u>

Explanation: This Resolution reflects increased revenue from the City of Fullerton's Redevelopment Agency for 2006/07 Redevelopment Funds and to project estimated expenditures in the Special Reserve for Capital Outlay Projects Fund.

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

Date: _____

By: _____

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

WHEREAS, the governing Board 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 Source</u>	<u>Amount</u>
4000	Books and Supplies	\$3,658
9780	Other Designations	-3,658
	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 Property and Liability Fund.

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

Date: _____

By: _____

ACTION ITEM

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES CONCERNING EDUCATIONAL PROGRAMS

Background: In reviewing the Section 4000 Personnel Board Policies, it is time to update the attached Board Policy to reflect current laws and regulations.

This board policy was presented to the Board of Trustees for first reading at the October 14, 2008 Board Meeting. Input was received and this action item serves as the second reading and approval for this board policy.

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

Funding: Not applicable.

Recommendation: Approve Board Policy 1312.3 Uniform Complaint Procedures Concerning Educational Programs.

MD:cs
Attachment

FULLERTON SCHOOL DISTRICT

ALL PERSONNEL

Policy No.: 1312.3

Uniform Complaint Procedures Concerning Educational Programs- Page 1

Board Adopted:

The Board of Trustees recognizes that the District has primary responsibility for ensuring that it complies with state and federal laws and regulations governing educational programs. The District shall investigate and seek to resolve complaints at the local level. The District shall follow Uniform Complaint Procedures pursuant to state regulations when addressing complaints alleging unlawful discrimination or failure to comply with the law in consolidated categorical programs, child care and development programs, child nutrition programs and special education programs.

The District shall follow Uniform Complaint Procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Education Code 200 and 220 and Government Code 11135, including actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any District program or activity that received or benefits from state financial assistance.

Complaints concerning special education programs shall be addressed in accordance with the regulations and procedures set forth in Federal Law and the State Education Code which are included in the North Orange County Special Education Local Plan. The Uniform Complaint Procedures are included in the Parents Rights which are provided to the parent/guardian during the referral and Individualized Education Plan processes.

The Board of Trustees prohibits retaliation in any form for the filing of the complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Board of Trustees acknowledges and respects student and employee rights to privacy. Complaints shall be investigated in a manner that protects these rights. The identity of any complainant shall be kept as confidential as appropriate.

The Superintendent or designee shall ensure that employees designated to receive and investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

Compliance Officer(s)

The Board designates the Assistant Superintendent of Personnel Services, 1401 West Valencia Drive, Fullerton, California 92833, (714) 447-7450 as the District's compliance officer to receive complaints, direct investigation of complaints, maintain records of complaints and subsequent related actions, and ensure District compliance with law.

FULLERTON SCHOOL DISTRICT

ALL PERSONNEL

Policy No.: 1312.3

Uniform Complaint Procedures Concerning Educational Programs-Page 2

Board Adopted:

Notifications

The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of District **Uniform** Complaint Procedures and information about available appeals, civil law remedies, and conditions under which the complaint may be taken directly to the California Department of Education. This notification must be (a) in English; (b) in the primary language of the students when 15% or more of the students in a school speak that language; or (c) in the mode of communication of the recipient of the notice.

Legal Reference:	Education Code	
	200-262.3	Prohibition of discrimination
	8200-8498	Child care and development programs
	49490-49560	Child nutrition programs
	52000-52049.1	School improvement programs
	52800-52863	School-based coordinated programs
	54000-54041	Economic impact aid programs
	56000-56885	Special education programs
	64000	Consolidated application process
	Code of Regulations, Title 5	
	3080	Application of sections 4600-4671
	4600-4671	Uniform Complaint Procedures

ACTION ITEM

DATE: November 4, 2008

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

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

SUBJECT: APPROVE/RATIFY AUTHORIZATION FOR THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND A DELEGATION OF CHIEF BUSINESS OFFICIALS TO NEGOTIATE A TENTATIVE AGREEMENT ON THE DISTRICT'S BEHALF REGARDING CALCULATION OF CAPITAL FACILITIES FEES DUE TO THE ORANGE COUNTY SANITATION DISTRICT

Background: On June 24, 2008, the Board members of the Fullerton School District authorized the Orange County Office of Education and a delegation of Chief Business Officials to negotiate in the matter of Orange County Sanitation District Fees. Subsequently, Wendy Benkert, Assistant Superintendent of Business Services for the Orange County Department of Education, requested additional approval from each Orange County school district authorizing the Orange County Superintendent of Schools and a delegation of Chief Business Officials to negotiate a tentative agreement on the District's behalf regarding the calculation of capital facilities fees due to the Orange County Sanitation District.

Rationale: As the Board authorized the County Office of Education to commence discussions with the Sanitation District on June 24, 2008, the next step in negotiating a formal agreement is to approve/ratify the above authorization.

Funding: Not applicable

Recommendation: Approve/Ratify authorization for the Orange County Superintendent of Schools and a delegation of Chief Business Officials to negotiate a tentative agreement on the District's behalf regarding calculation of capital facilities fees due to the Orange County Sanitation District.

GC:gs
Attachment

Wendy Benkert, Ed.D.
Assistant Superintendent
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

Re: Orange County Sanitation District Fees

Dear Dr. Benkert:

On June 24, 2008, the Governing Board of the Fullerton School District authorized the Orange County Superintendent of Schools and a delegation of Chief Business Officials to negotiate on behalf of the Fullerton School District a tentative agreement regarding the calculation of capital facilities fees to be charged by the Orange County Sanitation District. The Board approved a motion to that effect on November 4, 2008. A copy of the excerpt from the board minutes is enclosed.

Very truly yours,

District Superintendent

ADMINISTRATIVE REPORT

DATE: November 4, 2008
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: **FIRST READING OF REVISED BOARD BYLAW AND APPENDIX 9270, CONFLICT OF INTEREST**

Background: The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially and to submit a notice to its code reviewing body, the Board of Supervisors, that specifies if the code is accurate or if the code needs to be amended.

Upon review of the Fullerton School District's Conflict of Interest Code, Board Bylaw 9270 and its appendix listing the designated positions/disclosure categories, it was noted that it was time to revise this bylaw and appendix to reflect current laws and practice.

The purpose of this Administrative Report will be to afford Board members the opportunity to ask questions, receive clarification and propose revisions prior to approval of this revised Board Bylaw 9270 and its appendix at the November 18, 2008 Board of Trustees Meeting.

Following approval on November 18, this revised Board Bylaw 9270 and its appendix must be submitted to the Board of Supervisors by December 30, 2008 for final approval by the code reviewing body.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*" Updating this Board Bylaw allows for the proper procedures for reporting conflict of interest to be in place for the Fullerton School District.

Funding: Not applicable.

Recommendation: Not applicable.

MH:ki
Attachments

FULLERTON SCHOOL DISTRICT

BYLAWS OF THE BOARD

Policy No.: 9270

Conflict of Interest - Page 1

Board Adopted:

Incompatible Activities

Fullerton School District Board of Trustees shall not engage in any employment or activity, which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District. (Government Code 1126)

Conflict of Interest Code

The District's Conflict of Interest Code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Practices Commission, together with a District attachment specifying designated positions and the specific types of disclosure statements required for each position.

Upon direction by the code reviewing body, the Board shall review the District's Conflict of Interest Code in even-numbered years. If no change in the code is required, the District shall submit by October 1 a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the District shall submit an amended code to the code reviewing body. (Government Code 87306.5)

When a change in the District's Conflict of Interest Code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code 87306)

When reviewing and preparing Conflict of Interest Codes, the District shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)

Statements of economic interests submitted to the District by designated employees in accordance with the Conflict of Interest Code shall be available for public inspection and reproduction. (Government Code 81008)

Financial Interest

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5).

1. That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty.

FULLERTON SCHOOL DISTRICT

BYLAWS OF THE BOARD

Policy No.: 9270

Conflict of Interest - Page 2

Board Adopted:

-
2. That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board.
 3. That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this State or an adjoining state, any department or agency of this State or an adjoining state, any county or city of this State or an adjoining state, or any public corporation or special, judicial or other public district of this State or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091.
 4. That of a spouse of an officer or employee of the District if his/her spouse's employment or office holding has existed for at least one year prior to his/her election or appointment.
 5. That of a non-salaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records.
 6. That of a non-compensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the School Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records.
 7. That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records.
 8. That of an attorney of the contracting party or that of an owner, officer, employee or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm.

In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract and if the remote interest is disclosed during a Board meeting noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)

FULLERTON SCHOOL DISTRICT

BYLAWS OF THE BOARD

Policy No.: 9270

Conflict of Interest - Page 3

Board Adopted:

A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.

Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Disqualification for Board Members Who Manage Public Investments

A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:

1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)
3. Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)

The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)

If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)

FULLERTON SCHOOL DISTRICT

BYLAWS OF THE BOARD

Policy No.: 9270

Conflict of Interest - Page 4

Board Adopted:

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

Gifts of travel and related lodging and subsistence shall be subject to the prevailing gift limitation except as described in Government Code 89506.

A gift of travel does not include travel provided by the District for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private gathering, in accordance with law. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes.

** See Appendix #9270 for Designated Positions/Disclosure Categories

Legal Reference:	Education Code	
	1006	Qualifications for holding office
	35107	School district employees
	35320-35240	Corrupt practices
	35233	Prohibitions applicable to members of governing boards
	35239	Compensation for board members in districts under 70 ADA
	Government Code	
	1090-1098	Prohibitions applicable to specified officers
	1125-1129	Incompatible activities
	81000-91015	Political Reform Act of 1974, especially:
	82011	Code reviewing body
	82019	Definition of designated employee
	82028	Definition of gifts
	82030	Definition of income

FULLERTON SCHOOL DISTRICT

BYLAWS OF THE BOARD

Appendix No.: **9270**

Conflict of Interest - Page 1

Board Adopted:

Designated Positions/Disclosure Categories

It has been determined that persons occupying the following positions manage public investments and shall file a full statement of economic interests pursuant to Government Code 87200:

Members of the Board of Trustees

Superintendent

Category 1

Designated persons in this category must report:

- a. Interests in real property located entirely or partly within District boundaries, or within two miles of District boundaries or of any land owned or used by the District. Such interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the District.
 - (2) Are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the District, or
 - (3) Manufacture or sell supplies, books, machinery, or equipment of the type used by the District.

Persons occupying the following positions are designated employees in ***Category 1***:

Assistant Superintendent of Business Services
Assistant Superintendent of Educational Services
Assistant Superintendent of Personnel Services
Supervisor of Purchasing and Stores

Category 2

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
- b. Manufacture or sell supplies, books, machinery or equipment of the type used by the department, which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Persons occupying the following positions are designated employees in ***Category 2***:

Directors
Principals
Assistant Principals
Coordinators
Program Specialists
Supervisors

FULLERTON SCHOOL DISTRICT

BYLAWS OF THE BOARD

Appendix No.: 9270

Conflict of Interest - Page 2

Board Adopted:

Category 3

Consultants in this category are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent's or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contact with the District, makes a governmental decision whether to: (2 CCR 18701)

- a. Approve a rate, rule or regulation.
- b. Adopt or enforce a law.
- c. Issue, deny, suspend or revoke a permit, license, application, certificate, approval, order or similar authorization or entitlement.
- d. Authorize the District to enter into, modify or renew a contract that requires District approval.
- e. Grant District approval to a contract or contract specifications, which require District approval and in which the District is a party.
- f. Grant District approval to a plan, design, report, study or similar item.
- g. Adopt or grant District approval of District policies, standards or guidelines.

A consultant is also an individual who, pursuant to a contract with the District, serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's Conflict of Interest Code. (2 CCR 18701)

CURRENT BOARD BYLAW & APPENDICES

BB 9270(a)

BYLAWS OF THE BOARD

Conflict of Interest

Governing Board members and designated employees shall adhere to the District's Conflict of Interest Code adopted pursuant to the provisions of Government Code 87300 (Exhibit A).

The District's Conflict of Interest Code shall comprise the terms of the California Code of Regulations, Title 2, 18730 and any amendments to it duly adopted by the Fair Political Practices Commission (available in the Superintendent's office for review), together with District attachments specifying designated positions and disclosure categories.

Board members and designated employees shall submit statements of economic interests to the District in accordance with the requirements of the Conflict of Interest Code (Exhibit A).

Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members.

A Board member shall not be deemed to be financially interested in a contract if he/she has only a remote interest in the contract. A remote interest shall be any of those defined in Government Code 1091, including the interest of a parent in the earnings of his/her minor child.

A Board member who has a remote interest in any contract considered by the Board shall disclose his/her interest during a Board meeting and have this disclosure noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A Board member shall not be considered to be financially interested in a contract if any of the exceptions set forth in Government Code 1091.5 apply.

A Board member shall not be deemed to be financially interested in a contract between the Board member's spouse and the District provided the contract concerns the same employment as that held by the employee when the employee's spouse became a Board member, and provided the Board member's spouse has been employed by the District in that same position for at least one year prior to the Board member's election or appointment.

Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District.

CURRENT BOARD BYLAW & APPENDICES

BB 9270(b)

The following Conflict of Interest Code (Exhibit A and Appendices A and B) was approved by the Board of Supervisors on February 4, 1997.

(Exhibit A)

The Political Reform Act, Government Code section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations, section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices A and B in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Fullerton School District.

Pursuant to section 4(A) of the standard code, designated employees shall file statements of economic interests with the District who will make the statements available for public inspection and reproduction (Government Code section 81009). Upon receipt of the statements of the Superintendent and Members of the Board of Trustees, the District shall make and retain a copy and forward the original of these statements to the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the District.

APPENDIX A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interests in disclosure categories 1, 2 and 3:
 - A. Officials Who Manage Public Investments**
 - B. District Superintendent
 - C. Assistant Superintendent of Educational Services
 - D. Assistant Superintendent of Personnel Services
 - E. Assistant Superintendent of Business Services

- II. Persons occupying the following positions are designated employees and must disclose financial interests in disclosure category 2 only:
 - A. Director of Classified Personnel Services
 - B. Director of Food Services
 - C. Director of Information Services
 - D. Director of Student Support Services
 - E. Director of Assessment & Accountability
 - F. Director of Child Care Services
 - G. Coordinators I, II, III and IV
 - H. Director of Transportation
 - I. Supervisor of Food Service Operations
 - J. Supervisor of Maintenance and Operations
 - K. Supervisor of Accounting
 - L. Supervisor of Purchasing and Stores
 - M. Principals

- III. Persons occupying the following positions are designated employees and must disclose financial interests in disclosure categories 2 and 3:
 - A. Director of Maintenance, Operations, and Facility Services
 - B. Assistant Director of Maintenance, Grounds & Facilities
 - C. Director of Fiscal Services

*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation:

The Superintendent may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code Section 87200:

Members of the Fullerton School District Board of Trustees.

APPENDIX B

Disclosure Categories

Category 1: Designated employees whose duties are broad and undefinable.

A designated employee in this category shall disclose:

Business positions or investments in business entities or income from sources of the type which plan to do business, are currently doing business, or have done business with the District within the previous two (2) years.

Category 2: Designated employees whose duties involve contracting or purchasing.

A designated employee in either of the two following subcategories shall disclose:

(a) Contracts or makes purchases for entire District or School:

Investments and business positions in business entities or income from sources of the type which plan to do business, are currently doing business, or have done business with the District or school within the previous two (2) years and which provide services, supplies, materials, machinery or equipment of the type utilized by the District or school.

(b) Contracts or makes purchases for specific department:

Investments and business positions in business entities or income from sources of the type which plan to do business, are currently doing business, or have done business with the District or school within the previous two (2) years and which provide services, supplies, materials, machinery or equipment of the type utilized by the designated employee's department or division.

Category 3: Designated employees whose decisions may affect real property interests.

Persons in this category shall report interest in real property in California.

Legal Reference: Education Code
1006 Qualifications for holding office

Government Code
1090-1097 Prohibitions applicable to specified officers
1125-1128 Incompatible activities
81000-91015 Political Reform Act of 1974, especially:
82019 Definition of "Designated Employee"
82028 Definition of "Gifts"
82030 Definition of "Income"
82033 Definition of "Interest in real property"
82034 Definition of "Investment"
87100-87103.5 Conflicts of interest
87200 - 87210 Disclosure
87300 - 87313 Conflict of interest code
87500 Statement of economic interests
9100 - 91015 Enforcement

Code of Regulations, Title 2
18100 et seq. Regulations of the Fair Political Practices Commission
69 OPS. CAL. ATTY. GEN. 255 (1986)

Adopted: November 25, 1986
Revised: March 28, 1995
Revised: March 25, 1997
Revised: October 24, 2000
Revised: July 13, 2004

ADMINISTRATIVE REPORT

DATE: November 4, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: ANNUAL REPORT FOR WILLIAMS SETTLEMENT LEGISLATION FOR 2007/2008 SCHOOL YEAR

Background: The Orange County Department of Education is in charge of visiting schools in the Fullerton School District to review information in the areas of Textbooks/Instructional Materials, Facilities, School Accountability Report Card (SARC), and Teacher Assignments.

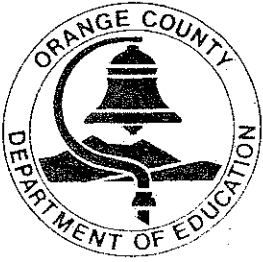
The purpose of this Administrative Report is to provide results of these site visits to the decile 1, 2 and 3 schools within the Fullerton School District.

Rationale: The annual report for Williams must be reported in a public meeting with the Board of Trustees as required by the Williams Settlement Legislation.

Funding: Not applicable.

Recommendation: Not applicable.

MD:cs
Attachment



October 7, 2008

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

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KEN L. WILLIAMS, D.O.

Dear Dr. Hovey:

RE: Williams Settlement Legislation 2007-2008 Annual Report

As County Superintendent of Schools, I am charged with the responsibility to visit schools in Orange County, to review information in the areas noted below, and report to you the results of these visits and reviews. California Education Code Section 1240 specifically requires visits to the decile 1, 2, and 3 schools in each county for the purpose of ensuring:

1. Students have access to sufficient standard-aligned instructional materials in four core subject areas (English language arts, mathematics, history/social science, and science) and, as appropriate, science laboratory equipment, foreign languages, and health.
2. Compliance with facilities maintenance with respect to the safety, cleanliness, and adequacy of school facilities, including "good repair."
3. Accuracy of data reported on the School Accountability Report Card (SARC) with respect to the sufficiency of instructional materials and the safety, cleanliness, and adequacy of school facilities.
4. Appropriate teacher assignments and vacancies.

The enclosed report for fiscal year 2007-2008, based on the 2006 Academic Performance Index (API) cohort, provides aggregate findings for the Fullerton School District. This data has been submitted in previous quarterly reports. Please share this annual report at a public meeting with your Board of Trustees during the month of November as required by the Williams Settlement Legislation.

Textbooks/Instructional Materials:

All schools were evaluated to have sufficient textbooks and instructional materials following prompt correction of any specific issues.

Facilities:

The safety, cleanliness, and adequacy of school facilities were reviewed. Any deficiencies were reported to school administrators for remediation.

October 7, 2008
Williams Settlement Legislation Annual Report
Page 2

School Accountability Report Card (SARC):

SARCs were reviewed with respect to sufficiency of instructional materials and the good repair of facilities and found to be accurate.

Teacher Assignments:

Teacher assignments in all schools were reviewed and any misassignments were corrected.

Your dedicated efforts and those of your school board members, administrative staff, and site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to students, families, and community members of Orange County.

Cordially,



William M. Habermehl
County Superintendent of Schools

WMH:klg

Enclosure