

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

PUBLIC COMMENTS - The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments 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.

REVISED 11/13/09

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 17, 2009
4:00 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments - Policy

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

4:00 p.m. - Recess to Closed Session – Agenda:

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

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

Introductions/Recognitions

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on November 3, 2009

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

Consent Items

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

- 1a. Approve/Ratify Certificated Personnel Report
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors
- 1c. Approve/Ratify purchase orders numbered D22B0023, D22C0030 through D22C0036, D22D0211 through D22D0235, D22M0070 through D22M0072, D22R0226 through D22R0258, D22S0099 through D22S0102, D22T0022 through D22T0024, D22V0027 through D22V0028, and D22X0262 through D22X0293 for the 2009/2010 fiscal year

REVISED 11/13/09

- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120318 through 120362 and out-of-date sequence purchase orders numbered 120320 and GS-120003 for the 2009/2010 school year
- 1e. Approve/Ratify warrants numbered 71649 through 71829 for the 2009/2010 school year in the amount of \$1,569,806.10
- 1f. Approve/Ratify Nutrition Services warrants numbered 7282 through 7305 for the 2009/2010 school year totaling \$233,990.66
- 1g. Approve Consultant Agreement for the 2009/2010 school year with Action Learning Systems, Inc., (ALS) to provide support to District teachers for California Gateway's Intensive Intervention Program
- 1h. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services for the 2009/2010 school year
- 1i. Approve Independent Contractor Agreement with Fullerton School District and Club Z! to provide supplemental support services for the 2009/2010 school year
- 1j. Approve Independent Contractor Agreement with Fullerton School District and Learning Partners, Inc., DBA: Sylvan Learning Center to provide supplemental support services for the 2009/2010 school year
- 1k. Approve/Ratify Classified Personnel Report
- 1l. Approve Classified Tuition Reimbursement
- 1m. Approve California School Boards Association (CSBA) Annual Education Conference and Golden Bell Award Luncheon attendance for Dr. Mitch Hovey, Hilda Sugarman, Beverly Berryman, and Minard Duncan to be held December 3-5, 2009, in San Diego, California
- 1n. Approve Addendum between Fullerton School District and the Parent Institute for Quality Education (PIQE) for parent education classes for parents at Nicolas Junior High School
- 1o. Approve Agreement 35702 from the Orange County Department of Education for providing Dreamweaver customized technology training on December 3, 2009
- 1p. Adopt Resolution #09/10-09 to establish temporary interfund transfers of special or restricted fund monies to the General Fund for 2009/2010
- 1q. Adopt Resolutions 08/09-B047 through 08/09-B057 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. Approve California State Teachers' Retirement System (CALSTRS) waiver for Interim Principal Glenda Thompson at Orangethorpe School

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, December 8, 2009, 4:30 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, November 3, 2009
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 Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:31 p.m., and Nancy Marcus led the Pledge of Allegiance to the Flag.

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

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:32 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 5:40 p.m. President Sugarman reported that in closed session the Board voted 5-0 to uphold the settlement agreement between the Fullerton School District and the parents of special education student ID#733211. President Sugarman then asked Louise Phelps Shamblen to lead the Pledge of Allegiance to the Flag.

Public Comments

Lauralyn Eschner, on behalf of the All the Arts for All the Kids Foundation, presented the quilt that Louise Phelps Shamblen designed and produced to help raise funds for the Foundation. Mrs. Shamblen was inspired after seeing the notecards containing student artwork. There is a suggested donation of \$1.00 per ticket for an opportunity to receive this beautiful quilt during the *Give Your Hearts to the Arts* Luncheon in the spring. This quilt will be shared with community groups for the next several months. Ms. Eschner expressed her gratitude for this kind donation from Mrs. Shamblen. She also reported that the profit from the recent Pin Auction was approximately \$60,000. She mentioned that this is the same amount as last year's auction and is grateful to District personnel and local community and business leaders for their continued support of arts education for students within the Fullerton School District.

Introductions/Recognitions

The International Art Exchange Program was recognized. Dr. Hovey introduced Mike Oates from the Sister City Association who gave a brief history and background for this program. The Sister City Association has been involved with the Fullerton School District for over ten years. October was Art Month in the State of California. Students from Yongin, Korea; Morelia, Mexico, and Fukui, Japan exchanged artwork with students from Acacia and Fern Drive Schools. Lauralyn Eschner and Dr. Stephen Tsai received certificates of recognition for coordinating this art exchange. Acacia School Principal Sue Faassen and Fern Drive School Principal Gaye Besler received certificates for their school sites, as well as certificates for students from their sites who participated in this program. Artwork will be on permanent display at the Muckenthaler Cultural Center. President Sugarman thanked Lauralyn Eschner, Dr. Tsai, Sue Faassen, Gaye Besler, and Mike Oates for working on this International Art Exchange Program.

Commonwealth School Principal, Sherry Hoyt, presented an overview of the school's many programs and activities. Commonwealth School student Brisa Bernal assisted her in this presentation.

Superintendent's Report

Dr. Hovey reported that there is much good news to share. He thanked Lauralyn Eschner for a wonderful Pin Auction. He recognized Maple School for its recent Mind Institute grand opening program, mentioned that he enjoyed attending the recent National Elementary Honor Society recognition and thanked Maple School Principal Susan Mercado for her great work and dedication to Maple students.

Confirmation was received regarding Hermosa Drive School being honored as a California School Boards Association (CSBA) *Golden Bell Award* winner at the upcoming Golden Bell Luncheon during the CSBA Annual Education Conference in December. Janny Meyer's 5th/6th grade GATE/1:1 classroom will be recognized for its Learn-Serve-Achieve Watershed and Smoking Ban project. On another note, three schools recently received notification that they are eligible to apply for CA Distinguished School – Fern Drive, Golden Hill, and Sunset Lane. Lastly, he reported that almost 300 students attended the first SSOAR (Saturday School Opportunity Attendance Recovery) Program, which offered students the opportunity to receive instruction for those who were out ill and for average daily attendance (ADA) to be recaptured by the District.

Information from the Board of Trustees

Trustee Duncan reported that he had been busy with fundraising activities. He also visited the SPARKS PE training and enjoyed the Teacher of the Year event at the Disneyland Hotel. He mentioned that it was California Retired Teachers Week and complimented Maple School on its Mind Institute Program and appreciated the opportunity to visit this fascinating program.

Trustee Thornley reported that, since the Board last met, many celebrations have been held – Teacher of the Year recognizing Kim Bass as the Fullerton School District Teacher of the Year; Celebrate Hope at which Dr. Hovey received the *Spirit of Hope Award*; and All the Arts for All the Kids Foundation Pin Auction event where it was fascinating to see the support of the community that made for a wonderful evening. Congratulations were expressed to all.

Trustee Berryman also congratulated the All the Arts for All the Kids Foundation on a wonderful Pin Auction event. She also enjoyed the District Office Halloween celebration and appreciated the friendly staff dressing up and enjoying the daylong potluck event. Ms. Berryman was able to attend the Fullerton Joint Union High School District Superintendent's Advisory Committee Meeting and has been busy working with Trustee Duncan on the Arts Community Savings Card program.

Trustee Ballard attended the iPhone class taught by Ted Lai and plans to attend Kyle Stava's class on digital photography. She shared the recent edition of the Fullerton Observer in which Kristin Montoya's Foods Class from Ladera Vista Junior High School was featured on the front cover.

President Sugarman also commented on the SPARKS PE program and the community partnership with St. Jude Medical Center. Ms. Sugarman reported that several of our school sites were highlighted in a recent OC Register article in August that discussed improving test scores: Fisler School ranked First in Fourth Grade Math and Fourth in Seventh Grade Math; Laguna Road School ranked Fifth in Sixth Grade Math, Beechwood School ranked Second in Seventh Grade English and Third in Eighth Grade Algebra 1; Ladera Vista Junior High School ranked Fourth in Eighth Grade Algebra 1; and Parks Junior High School ranked Fifth in Eighth Grade Algebra 1. Congratulations to each site!

Information from PTA, FETA, CSEA, FESMA, DELAC

FESMA President Paula Pitluk shared that Larry Aceves was running for State Superintendent of Public Instruction 2010 and handed out information about his desire to serve in this capacity. She mentioned that Larry Aceves is endorsed by the Association of California School Administrators.

CSEA – no report

FETA representative Karla Turner provided a copy of *California Educator* and alerted Board members to the information contained within this publication with regards to a *Race to the Top* (the new name for No Child Left Behind). She expressed her concern about continued efforts to attach test scores to teacher evaluations and mentioned that the California Teachers Association asked that this new legislation be erased. She wanted individuals to remember that it is more than a test score that defines a student. It is a journey, not a race. In races, there are winners and losers and we cannot afford for any of our students to be losers.

PTA Council President Luz Howchin reminded everyone about her goal to begin and end PTA Council Meetings on time. Felt there was good information shared by Dr. Hovey and John Albert, Ladera Vista Junior High School Principal, at the recent October 27th PTA Council Meeting. She thanked Dr. Hovey, John Albert, and Lisa Reynoso, Nutrition Services Director, for bringing relevant information to the PTA Council. Ms. Howchin mentioned that there will be a Principal/President Luncheon on November 17th. She also stated that she knows this is a tough time with the budget and that PTA members will do their best to make things work for students and staff at each school site.

Approve Minutes

Moved by Ellen Ballard, seconded by Beverly Berryman and carried 5-0 to approve the minutes of the Regular meeting on October 13, 2009.

Consent Items

Pulled Board Agenda Items 1b, 1h, 1i, 1q, and 1r for further discussion. Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to approve all 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 D22B0018 through D22B0022, D22C0020 through D22C0029, D22D0163 through D22D0210, D22M0057 through D22M0069, D22R0160 through D22R0225, D22S0080 through D22S0098, D22T0019 through D22T0021, D22V0019 through D22V0026, and D22X0193 through D22X0261 for the 2009/2010 fiscal year
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120228 through 120317, out-of-date sequence purchase order number GS-120002, and processed food and commodity purchase orders numbered Cargill-120004, Cargill-120005, and DJ-120004 for the 2009/2010 school year
- 1e. Approve/Ratify warrants numbered 71353 through 71648 for the 2009/2010 school year in the amount of \$2,113,168.30
- 1f. Approve/Ratify Nutrition Services warrants numbered 7224 through 7281 for the 2009/2010 school year totaling \$490,865.64
- 1g. Approve/Ratify Classified Personnel Report
- 1h. Approve Application for Renewal of the After School Education and Safety Program for 2010-2013
- 1i. Approve submission of the 2010/2011 Continued Funding Application for Child Care and Developmental Programs
- 1j. Amend 2009/2010 Service Agreement between the Fullerton School District and Mr. Chris Davidson for Independent Educational Evaluation/IEP attendance/mileage
- 1k. Approve Memorandum of Understanding with the Lowell Joint School District to join in a Consortium Agreement to support Title III immigrant students for the 2009/2010 school year
- 1l. Approve/Ratify warrant number 1062 for the 2009/2010 school year in the amount of \$696.53 (District 40, Van Daele)
- 1m. Approve/Ratify warrant number 1094 for the 2009/2010 school year in the amount of \$1,183.97 (District 48, Amerige Heights)
- 1n. Adopt Resolution 08/09-B40-003 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools (District 40, Van Daele)
- 1o. Adopt Resolution 08/09-B48-003 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools (District 48, Amerige Heights)
- 1p. Adopt Resolutions 09/10-B001 through 09/10-B008 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code Sections 42600 and 42602 for submission to the Orange County Superintendent of Schools
- 1q. Approve Agreement to provide transportation for Arborland Education & Youth Activity Center, effective November 4, 2009, through August 28, 2010
- 1r. Approve Agreement to provide transportation for Arborland Montessori Children's Academy, effective November 4, 2009, through August 28, 2010
- 1s. Authorize the destruction of designated District records in accordance with legal codes and administrative regulations
- 1t. Approve Contract with Smart Business and Advisory and Consulting LCC ("Smart") to conduct a retiree

benefits study related to GASB 45

Public Hearing

President Sugarman conducted a public hearing at 6:40 p.m. to allow the public to comment on the appointment of Janet McNeill to the Personnel Commission. Members of the audience were invited to comment on this appointment. Hearing no comments, the public hearing was declared closed at 6:42 p.m.

Discussion/Action Items

2a. Appoint Janet McNeill to the Personnel Commission

Moved by Lynn Thornley, seconded by Minard Duncan, and carried 5-0 to appoint Janet McNeill to the Personnel Commission.

Administrative Report

3a. Annual Report for Williams Settlement Legislation for 2008/2009 school year

Mark Douglas, Assistant Superintendent of Personnel Services, presented information for the 2008/2009 Williams Settlement.

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

Trustee Duncan requested budget information updates to be provided to Board members on an ongoing basis as new information becomes available.

Adjournment

President Sugarman adjourned to Closed Session at 6:46 p.m. There was no report from Closed Session. Ms. Sugarman adjourned the Regular meeting on November 3, 2009 at 8:04 p.m.

Clerk, Board of Trustees

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, rehire(s), teacher on special assignment stipend, return from unpaid administrative leave of absence and a paid administrative leave of absence.

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 17, 2009**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Janette Bustamante	Substitute Teacher	Employ	100	10/19/09
Stephanie Crow	Substitute Teacher	Employ	100	10/26/09
Tiffany de Grasse	Substitute Teacher	Employ	100	10/26/09
Nazanin Farhad	Substitute Teacher	Employ	100	10/21/09
Claudia Johnston	Substitute Teacher	Employ	100	10/22/09
Michael Murphy	Substitute Teacher	Employ	100	10/23/09
Danielle O'Toole	Substitute Teacher	Employ	100	10/19/09
Roxann Olivas	Substitute Teacher	Employ	100	10/23/09
Heather Richmond	Substitute Teacher	Employ	100	10/29/09
Susan Robinett	Substitute Teacher	Employ	100	10/26/09
Jesse Thomas	Substitute Teacher	Employ	100	10/21/09
Martyn Tourdot	Substitute Teacher	Employ	100	10/19/09
Joanne Vu	Substitute Teacher	Employ	100	10/19/09
Janette Bustamante	Core/Ladera Vista	IV/6	100	11/02/09

REHIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Teresa Edmisten	Intervention(50%)/ Commonwealth	III/5	212/302	10/26/09

TEACHER ON SPECIAL ASSIGNMENT STIPEND

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Charlene Kisner	Lead Nurse/Student Support Services	Approve hourly rate not to exceed stipend of \$4,839.90 from 513	2009/2010

RETURN FROM UNPAID ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
3917	SDC 1-3/Rolling Hills	Return From Unpaid Leave of Absence	09/28/09

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 17, 2009**

PAID ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
0733	Science/Ladera Vista	50% Paid Leave of Absence	09/28/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on November 17, 2009.

Clerk/Secretary

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 17, 2009**

NEW HIRES

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Tiffany de Grasse	Substitute Teacher	Employ	100	10/26/09
Nazanin Farhad	Substitute Teacher	Employ	100	10/21/09
Claudia Johnston	Substitute Teacher	Employ	100	10/22/09
Michael Murphy	Substitute Teacher	Employ	100	10/23/09
Danielle O'Toole	Substitute Teacher	Employ	100	10/19/09
Roxann Olivas	Substitute Teacher	Employ	100	10/23/09
Heather Richmond	Substitute Teacher	Employ	100	10/29/09
Susan Robinett	Substitute Teacher	Employ	100	10/26/09
Jesse Thomas	Substitute Teacher	Employ	100	10/21/09
Martyn Tourdot	Substitute Teacher	Employ	100	10/19/09
Joanne Vu	Substitute Teacher	Employ	100	10/19/09
Janette Bustamante	Core/Ladera Vista	IV/6	100	11/02/09

REHIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Teresa Edmisten	Intervention(50%)/ Commonwealth	III/5	212/302	10/26/09

TEACHER ON SPECIAL ASSIGNMENT STIPEND

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Charlene Kisner	Lead Nurse/Student Support Services	Approve hourly rate not to exceed stipend of \$4,839.90 from 513	2009/2010

RETURN FROM UNPAID ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
3917	SDC 1-3/Rolling Hills	Return From Unpaid Leave of Absence	09/28/09

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 17, 2009**

PAID ADMINISTRATIVE LEAVE OF ABSENCE

EMPLOYEE NUMBER	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
0733	Science/Ladera Vista	50% Paid Leave of Absence	09/28/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on November 17, 2009.

Clerk/Secretary

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

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

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

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

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

GC:ds
Attachment

FULLERTON SCHOOL DISTRICT
Gifts – November 17, 2009

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Fern Drive	Cartridges for Kids (Community Partner)	Monetary donation of \$36.60 for the school
Fern Drive	Robert & Connie Chin (Parent)	Monetary donation of \$100.00 for the school
Fern Drive	Robert & Connie Chin (Parent)	Monetary donation of \$500.00 for the school
Fisler	Julia Wong (Parent)	Monetary donation of \$200.00 for Technology program
Hermosa Drive	Hermosa Drive PTA (PTA)	Monetary donation of \$1,000.00 for Service Learning Projects
Hermosa Drive	Hermosa Drive PTA (PTA)	Monetary donation of \$200.00 for the school
Ladera Vista Jr. High	Tustin Auto Center (Community Partner)	Monetary donation of \$50.00 for Sports program
Ladera Vista Jr. High	Umesh Ratnam (Parent)	Monetary donation of \$50.00 for the school
Ladera Vista Jr. High	David & Bettina Barone (Parent)	Monetary donation of \$200.00 for Band program
Ladera Vista Jr. High	David & Lori Lyons (Parent)	Monetary donation of \$25.00 for Band program
Ladera Vista Jr. High	Elizabeth Meyer (Parent)	Monetary donation of \$100.00 for the school
Laguna Road	California Blue Apparel, Inc. (Parent, Choi Family)	Monetary donation of \$1,000.00 for the school
Laguna Road	Target (Community Partner)	Monetary donation of \$125.00 for the school
Orangethorpe	Target (Community Partner)	Monetary donation of \$5,000.00 for Reading program
Parks Jr. High	Fullerton Lions Breakfast Club (Community Partner)	Monetary donation of \$50.00 for Art supplies
Parks Jr. High	Cindy Russell (Parent)	Monetary donation of \$100.00 for Technology program

FULLERTON SCHOOL DISTRICT
Gifts – November 17, 2009

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks Jr. High	Marta Channel (Parent)	Monetary donation of \$50.00 for the school
Sunset Lane	Five Star Fire Protection, Inc. (Community Partner)	Monetary donation of \$1,200.00 for purchase of iMac for 2 nd grade
Woodcrest	Wells Fargo Community Support Prog. (Community Partner)	Monetary donation of \$180.00 for special education class

CONSENT ITEM

DATE: November 17, 2009

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

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

PREPARED BY: Suwen Su, Director of Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED D22B0023, D22C0030 THROUGH D22C0036, D22D0211 THROUGH D22D0235, D22M0070 THROUGH D22M0072, D22R0226 THROUGH D22R0258, D22S0099 THROUGH D22S0102, D22T0022 THROUGH D22T0024, D22V0027 THROUGH D22V0028, and D22X0262 THROUGH D22X0293 FOR THE 2009/2010 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered D22B0023, D22C0030 through D22C0036, D22D0211 through D22D0235, D22M0070 through D22M0072, D22R0226 through D22R0258, D22S0099 through D22S0102, D22T0022 through D22T0024, D22V0027 through D22V0028, and D22X0262 through D22X0293 for the 2009/2010 fiscal year.

GC:SS:ds
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/17/2009

FROM 10/13/2009 TO 10/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22B0023	MAILERS ENGINEERING	285.80	285.80	0140655249 4350	Textbook Distribution Discret / Materials and Supplies
D22C0030	ASSOC OF CA SCHOOL ADMINISTRAT	31.00	31.00	0152055779 5210	Education Services Discret / Conferences and Meetings
D22C0031	ATKINSON ANDELSON LOYA RUDD RO	98.00	98.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
D22C0032	TURN THE PAGE PRESS INC	700.00	350.00	1208530101 5210	Childcare Instr Fisler / Conferences and Meetings
			350.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
D22C0033	DIOCESE OF ORANGE	255.00	255.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
D22C0034	EFFECTIVE TEACHING INSTITUTE	189.00	189.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
D22C0035	TURN THE PAGE PRESS INC	300.00	300.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
D22C0036	OCEAN VIEW SCHOOL DISTRICT	100.00	100.00	0121225101 5210	Title I Richman Instruction / Conferences and Meetings
D22D0211	DISCOUNT SCHOOL SUPPLY	970.70	485.35	1208513101 6410	Childcare Instr Fern Dr / New Equip Less Than \$10,000
			485.35	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
D22D0212	DISCOUNT SCHOOL SUPPLY	597.14	298.61	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
			149.30	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			149.23	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0213	OFFICE DEPOT BUSINESS SERVICE	86.99	86.99	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22D0214	BARRETT ROBINSON INC	439.35	439.35	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0215	GOPHER SPORT	359.65	359.65	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22D0216	BEST BUY GOV LLC	79.01	79.01	0110217199 4310	Computer Ladera Vista / Materials and Supplies Instr
D22D0217	GOV CONNECTION	100.59	100.59	0110217199 4310	Computer Ladera Vista / Materials and Supplies Instr
D22D0218	SIMCO FORMAL WEAR	2,234.17	2,234.17	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
D22D0219	APPLE COMPUTER INC.	315.38	315.38	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
D22D0220	WHITE RHINO GRAPHICS	647.28	647.28	0109555279 4350	Beckman Science Administration / Materials and Supplies
D22D0221	CLASSROOM STORAGE UNITS INC	344.03	344.03	2567221859 4310	Fac Growth Dev Fees Orangethrp / Materials and Supplies
D22D0222	VIRCO MANUFACTURING	370.75	370.75	2567221859 4310	Fac Growth Dev Fees Orangethrp / Materials and Supplies
D22D0223	SUPPLY MASTER	870.96	870.96	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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D22D0224	TROXELL COMMUNICATIONS	1,735.65	1,735.65	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
D22D0225	SUPPLY MASTER	141.32	141.32	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22D0226	SUPPLY MASTER	377.81	377.81	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22D0227	BALLARD AND TIGHE PUBLISHERS	126.72	126.72	0122423101 4310	Title III Limited Engl Parks / Materials and Supplies Instr
D22D0228	OFFICE DEPOT BUSINESS SERVICE	41.30	41.30	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies
D22D0229	MARKERBOARD PEOPLE, THE	141.79	141.79	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
D22D0230	SRA/MCGRAW HILL CALIFORNIA	1,649.44	669.44	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
			980.00	0134525101 4310	English Lang Acq Prg Richman / Materials and Supplies
D22D0231	ACCURATE LABEL DESIGNS INC	245.82	245.82	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
D22D0232	SILICON MOUNTAIN MEMORY INC	107.59	107.59	0144213101 4310	Technology Donations Fern Dr. / Materials and Supplies
D22D0233	SUPPLY MASTER	1,074.31	1,074.31	0130424103 4310	SBCP Instr Raymond / Materials and Supplies Instr
D22D0234	SCANTRON	569.53	569.53	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
D22D0235	SUPPLY MASTER	87.83	87.83	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
D22M0070	CRAIG COMMUNICATIONS	613.13	613.13	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0071	FAR WEST MARINE ELECTRIC	2,398.86	2,398.86	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0072	DEPT OF INDUSTRIAL RELATIONS	105.00	105.00	0153353819 5899	Plant Maintenance DC / Other Expenses
D22R0226	PAR INC	308.22	308.22	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
D22R0227	ACADEMIC SUPERSTORE	227.23	227.23	0151354341 4350	Health Services / Materials and Supplies Office
D22R0228	REUBEN H FLEET SCIENCE CENTER	808.00	808.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
D22R0229	OFFICE DEPOT BUSINESS SERVICE	117.99	117.99	0151454391 4350	Special Services / Materials and Supplies Office
D22R0230	EDUCATIONAL RESOURCES	181.79	181.79	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0231	AEROMARK	9.52	9.52	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0232	EDUCATIONAL RESOURCES	139.83	139.83	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22R0233	SANDAG	150.00	150.00	0111610109 5850	Donations Instr Acacia / Admission Fees

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/17/2009

FROM 10/13/2009 TO 10/26/2009

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D22R0234	SUPPLY MASTER	161.82	161.82	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0235	NCS PEARSON INC	1,800.00	1,800.00	0111726109 4310	Hourly Intervention RollingHill / Materials and Supplies Inst
D22R0236	RILEY'S FARM	918.00	918.00	0111610109 5850	Donations Instr Acacia / Admission Fees
D22R0237	E L ACHIEVE	7,340.63	7,340.63	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
D22R0238	SCHOOL SPECIALTY	176.66	176.66	0151454391 4350	Special Services / Materials and Supplies Office
D22R0239	MISSION SAN JUAN CAPISTRANO	896.00	896.00	0111610109 5850	Donations Instr Acacia / Admission Fees
D22R0240	CALIFORNIA WEEKLY EXPLORER INC	1,000.00	1,000.00	0111610109 4310	Donations Instr Acacia / Materials and Supplies Instr
D22R0241	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22R0242	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22R0243	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22R0244	SAN DIEGO MUSEUM OF MAN	410.00	410.00	0111610109 5850	Donations Instr Acacia / Admission Fees
D22R0245	PEARSON ASSESSMENT INC	184.06	184.06	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols
D22R0246	OLIVOLO, CHRISTINE	122.91	122.91	0111611179 4310	Phys Ed Instr Beechwood / Materials and Supplies Instr
D22R0247	EDUCATIONAL RESOURCES	45.45	45.45	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
D22R0248	GOV CONNECTION	613.35	613.35	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0249	STAPLES ADVANTAGE	43.66	43.66	0150855359 4350	Distr Testing (Non Mandate) DC / Materials and Supplies
D22R0250	SCHOOL SERVICES OF CALIFORNIA	637.50	637.50	0152351709 5805	Contract Admin Discret / Consultants
D22R0251	WHITE, MARILYN	186.73	186.73	0151055339 4310	Child Welfare and AttendanceDC / Materials and Supplies
D22R0252	FOLLETT SOFTWARE COMPANY	340.00	340.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22R0253	BRAINPOP LLC	995.00	995.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22R0254	DIMICK, SANDI	70.95	70.95	0130426103 4310	SBCP Instr Rolling Hills / Materials and Supplies Instr
D22R0255	MATRIX IMAGING PRODUCTS INC	5,089.00	5,089.00	0135252103 5800	School Safety Instruction / Other Contracted Services
D22R0256	G E MENDEZ FOUNDATION	47.50	47.50	0125055101 4310	IASA Drug Free Schools / Materials and Supplies Instr
D22R0257	SUPER DUPER PUBLICATIONS	88.97	88.97	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/17/2009

FROM 10/13/2009 TO 10/26/2009

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D22R0258	DESAL, SHITAL	36.00	36.00	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
D22S0099	RAYVERN LIGHTING SUPPLY CO INC	2,242.64	2,242.64	0100000000 9320	Unrestricted / Stores
D22S0100	PIONEER CHEMICAL COMPANY	231.09	231.09	0100000000 9320	Unrestricted / Stores
D22S0101	BANGKIT USA INC	21,924.00	21,924.00	0100000000 9320	Unrestricted / Stores
D22S0102	ALPHA SCIENTIFIC MEDICAL INC	279.22	279.22	0100000000 9320	Unrestricted / Stores
D22T0022	PACIFIC SUPPLY COMPANY	463.95	176.67	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			287.28	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
D22T0023	FULLERTON FIRE DEPARTMENT	258.00	129.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			129.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22T0024	D F POWER REBUILDER	145.00	145.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
D22V0027	LAKESHORE LEARNING	1,419.42	863.78	2567221859 4310	Fac Growth Dev Fees Orangethrp / Materials and Supplies
			555.64	2567221859 6410	Fac Growth Dev Fees Orangethrp / New Equip Less Than
D22V0028	BRODART COMPANY	1,111.75	465.00	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
			646.75	0111925109 6410	Phelps Grant Richman School / New Equip Less Than
D22X0262	GALLAGHER PEDIATRIC THERAPY	83.00	83.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0263	GALLAGHER PEDIATRIC THERAPY	41.50	41.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0264	GALLAGHER PEDIATRIC THERAPY	124.50	124.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0265	GALLAGHER PEDIATRIC THERAPY	124.50	124.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0266	GALLAGHER PEDIATRIC THERAPY	166.00	166.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0267	GALLAGHER PEDIATRIC THERAPY	290.50	290.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0268	GALLAGHER PEDIATRIC THERAPY	249.00	249.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0269	GALLAGHER PEDIATRIC THERAPY	83.00	83.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0270	GALLAGHER PEDIATRIC THERAPY	83.00	83.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0271	GALLAGHER PEDIATRIC THERAPY	249.00	249.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0272	GALLAGHER PEDIATRIC THERAPY	249.00	249.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/17/2009**

FROM 10/13/2009 TO 10/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22X0273	BARNES AND NOBLE INC	800.00	800.00	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22X0274	BARNES AND NOBLE INC	600.00	600.00	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22X0275	SPRINT PCS	100.00	100.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
D22X0276	ALTON SCHOOL	28,800.00	28,800.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0277	ORANGE COUNTY THERAPY SERVICES	264.00	264.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0278	ORANGE CNTY DEPARTMENT OF EDUC	19,000.00	19,000.00	0121752211 5805	Teacher Quality Instr Supv / Consultants
D22X0279	PARKER AND COVERT LLP	1,000.00	1,000.00	0132952101 5825	Aftr Schl Ed Sfty Grt Cohort 6 / Legal Assistance
D22X0280	BARNES AND NOBLE INC	500.00	500.00	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22X0281	PARADIGM HEALTHCARE SERVICES	35,000.00	35,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
D22X0282	GALLAGHER PEDIATRIC THERAPY	124.50	124.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0283	GALLAGHER PEDIATRIC THERAPY	290.50	290.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0284	IRVINE THERAPY SERVICES	1,400.00	1,400.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0285	IRVINE THERAPY SERVICES	1,500.00	1,500.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0286	AMERICAN RED CROSS	500.00	250.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			250.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
D22X0287	TEC SANTA ANA	4,510.00	4,510.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0288	TEC SANTA ANA	32,390.00	32,390.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0289	TEC SANTA ANA	1,640.00	1,640.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0290	ORALINGUA SCHOOL	26,694.00	26,694.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0291	ORALINGUA SCHOOL	1,760.00	1,760.00	0115554101 5867	Non Public Schools / LCI Non Public School
D22X0292	TEC SANTA ANA	36,900.00	36,900.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0293	TEC SANTA ANA	33,210.00	33,210.00	0115554101 5865	Non Public Schools / Nonpublic School Services
	Fund 01 Total:	293,747.48			
	Fund 12 Total:	3,517.06			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/17/2009

FROM 10/13/2009 TO 10/26/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
	Fund 25 Total:	2,134.20			
	Total Amount of Purchase Orders:	299,398.74			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **11/17/2009**

FROM 10/13/2009 TO 10/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22B0007	HOLT MCDUGAL	46,767.11	+3,740.39	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0019	HOUGHTON MIFFLIN COMPANY	460.27	+51.05	0138055103 4100	Instructional Material K 8 / Textbooks
D22X0039	SOUTHERN CALIFORNIA EDISON	1,592,980.00	-152,720.00	0154653821 5502	Utilities / Utilities Electricity
D22X0040	SOUTHERN CALIFORNIA GAS COMPAN	64,591.00	-13,899.00	0154653821 5503	Utilities / Utilities Natural Gas
D22X0120	ORALINGUA SCHOOL	1,808.00	-30,052.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0121	ORALINGUA SCHOOL	1,808.00	-30,052.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0125	SEEK EDUCATION INC	1,487.00	-3,771.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0188	STATE OF CALIFORNIA	2,500.00	+2,000.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
Fund 01 Total:			-224,702.56		
Total Amount of Change Orders:			-224,702.56		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/17/2009

FROM 10/13/2009 TO 10/26/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22R0189	CARNEGIE SCIENCE CENTER	47.45	47.45	0107655109 4310	Alcoa Foundation Grant Instr / Materials and Supplies Instr
D22V0025	PHONAK HEARING SYSTEMS	1,413.34	1,413.34	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
	Fund 01 Total:	1,460.79			
	Total Amount of Purchase Orders:	1,460.79			

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PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/17/2009

FROM 10/13/2009 TO 10/26/2009

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

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

11/17/2009

FROM 10/13/2009 TO 10/26/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE ACCOUNT</u> <u>AMOUNT 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

11/17/2009

FROM 10/13/2009 TO 10/26/2009

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

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/17/2009

FROM 10/13/2009 TO 10/26/2009

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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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 11/17/2009

FROM 10/13/2009 TO 10/26/2009

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

11/17/2009

FROM 10/13/2009 TO 10/26/2009

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

NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 120318 THROUGH 120362 AND OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED 120320 AND GS-120003 FOR THE 2009/2010 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated October 13, 2009, through October 26, 2009, contains purchase orders numbered 120318 through 120362 and out-of-date sequence purchase orders numbered 120320 and GS-120003 totaling \$95,954.90

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

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 120318 through 120362 and out-of-date sequence purchase orders numbered 120320 and GS-120003 for the 2009/2010 school year.

GC:LR:dlh
Attachment

Date 10/27/2009
 Time 08:25

Fullerton School District

Food Services

(10/13/2009 - 10/26/2009)

C H E C K R E G I S T E R R E P O R T

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7282	10/13/2009	1	9322	99	105208	3012	Gold Star Foods	Printed	21.71
7282	10/13/2009	1	9320	99	105213	3012	Gold Star Foods	Printed	1,486.40
7282	10/13/2009	1	9320	99	105214	3012	Gold Star Foods	Printed	5,247.84
7282	10/13/2009	1	4710	90	105214-1	3012	Gold Star Foods	Printed	5,438.64
7282	10/13/2009	1	9320	99	105214-CR	3012	Gold Star Foods	Printed	-0.01
7282	10/13/2009	1	9322	99	105216	3012	Gold Star Foods	Printed	63.46
7282	10/13/2009	1	9320	99	105221	3012	Gold Star Foods	Printed	1,746.64
7282	10/13/2009	1	9322	99	105221-1	3012	Gold Star Foods	Printed	66.80
7282	10/13/2009	1	9320	99	105224	3012	Gold Star Foods	Printed	5,565.41
7282	10/13/2009	1	9320	99	105436	3012	Gold Star Foods	Printed	4,486.92
7282	10/13/2009	1	9322	99	117172	3012	Gold Star Foods	Printed	188.71
7282	10/13/2009	1	4710	90	117610	3012	Gold Star Foods	Printed	704.40
7282	10/13/2009	1	9320	99	120836	3012	Gold Star Foods	Printed	1,783.68
7282	10/13/2009	1	9320	99	120878	3012	Gold Star Foods	Printed	4,042.45
7282	10/13/2009	1	9320	99	120952	3012	Gold Star Foods	Printed	2,494.08
7282	10/13/2009	1	4710	90	121841	3012	Gold Star Foods	Printed	803.94
7282	10/13/2009	1	4710	90	121853	3012	Gold Star Foods	Printed	13.50
7282	10/13/2009	1	4710	90	121854	3012	Gold Star Foods	Printed	54.00
7282	10/13/2009	1	9320	99	124707	3012	Gold Star Foods	Printed	408.70
7282	10/13/2009	1	9322	99	124875	3012	Gold Star Foods	Printed	295.59
7282	10/13/2009	1	9320	99	125449	3012	Gold Star Foods	Printed	1,518.00
7282	10/13/2009	1	4710	90	126003	3012	Gold Star Foods	Printed	660.51
7282	10/13/2009	1	4710	90	126005	3012	Gold Star Foods	Printed	53.94
7282	10/13/2009	1	4710	90	126008	3012	Gold Star Foods	Printed	730.36
									37,875.67
7283	10/13/2009	1	4351	90	012801	4523	Petty Cash	Printed	300.81
			4710						
			5220						
7283	10/13/2009	1	4351	90	012802	4523	Petty Cash	Printed	68.63
			5220						
									369.44
7284	10/22/2009	1	4320	20	012818	851	Andrea Purcell	Printed	35.35
									35.35
7285	10/22/2009	1	4320	18	012807	858	Christopher Aguirre	Printed	12.60
									12.60
7286	10/22/2009	1	4320	23	012804	857	David Ramirez	Printed	20.55
									20.55

Fullerton School District

Food Services

Page 2

Date 10/27/2009

(10/13/2009 - 10/26/2009)

Time 08:25

CHECK REGISTER REPORT

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7287	10/22/2009	1	4320	15	012817	859	Lisa Meyers	Printed	71.35
									71.35
7288	10/22/2009	1	4710	90	s2201-09-5850	4432	Papa John's Pizza	Printed	217.00
7288	10/22/2009	1	4710	90	s2201-09-5851	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	90	s2201-09-5852	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	90	s2201-09-5853	4432	Papa John's Pizza	Printed	210.00
7288	10/22/2009	1	4710	90	s2201-09-5854	4432	Papa John's Pizza	Printed	448.00
7288	10/22/2009	1	4710	30	s2201-09-5855	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5856	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5857	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5858	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5859	4432	Papa John's Pizza	Printed	238.00
7288	10/22/2009	1	4710	30	s2201-09-5860	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5861	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5862	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5863	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5864	4432	Papa John's Pizza	Printed	238.00
7288	10/22/2009	1	4710	90	s2201-09-5865	4432	Papa John's Pizza	Printed	35.00
7288	10/22/2009	1	4710	30	s2201-09-5866	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5867	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5868	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5869	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5870	4432	Papa John's Pizza	Printed	245.00
7288	10/22/2009	1	4710	30	s2201-09-5871	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5872	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5873	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5874	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5875	4432	Papa John's Pizza	Printed	245.00
7288	10/22/2009	1	4710	30	s2201-09-5876	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5877	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5878	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5879	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5880	4432	Papa John's Pizza	Printed	245.00
7288	10/22/2009	1	4710	90	s2201-09-5881	4432	Papa John's Pizza	Printed	273.00
7288	10/22/2009	1	4710	90	s2201-09-5882	4432	Papa John's Pizza	Printed	518.00
7288	10/22/2009	1	4710	90	s2201-09-5883	4432	Papa John's Pizza	Printed	147.00
7288	10/22/2009	1	4710	90	s2201-09-5884	4432	Papa John's Pizza	Printed	189.00
7288	10/22/2009	1	4710	90	s2201-09-5885	4432	Papa John's Pizza	Printed	133.00
7288	10/22/2009	1	4710	30	s2201-09-5886	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5887	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5888	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5889	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5890	4432	Papa John's Pizza	Printed	245.00
7288	10/22/2009	1	4710	30	s2201-09-5891	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5892	4432	Papa John's Pizza	Printed	168.00

CHECK REGISTER REPORT

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7288	10/22/2009	1	4710	11	s2201-09-5893	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5894	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5895	4432	Papa John's Pizza	Printed	245.00
7288	10/22/2009	1	4710	30	s2201-09-5896	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	23	s2201-09-5897	4432	Papa John's Pizza	Printed	168.00
7288	10/22/2009	1	4710	11	s2201-09-5898	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5899	4432	Papa John's Pizza	Printed	252.00
7288	10/22/2009	1	4710	17	s2201-09-5900	4432	Papa John's Pizza	Printed	245.00
7288	10/22/2009	1	4710	30	s2201-09-5901	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	11	s2201-09-5902	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5903	4432	Papa John's Pizza	Printed	175.00
7288	10/22/2009	1	4710	17	s2201-09-5904	4432	Papa John's Pizza	Printed	224.00
7288	10/22/2009	1	4710	30	s2201-09-5935	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	11	s2201-09-5936	4432	Papa John's Pizza	Printed	70.00
7288	10/22/2009	1	4710	20	s2201-09-5937	4432	Papa John's Pizza	Printed	154.00
7288	10/22/2009	1	4710	17	s2201-09-5938	4432	Papa John's Pizza	Printed	245.00

									10,178.00
7289	10/22/2009	1	9320	99	549843	265	A & R Distributors	Printed	758.80
7289	10/22/2009	1	9320	99	550871	265	A & R Distributors	Printed	793.15
7289	10/22/2009	1	4710	17	553456	265	A & R Distributors	Printed	841.06
7289	10/22/2009	1	4710	20	553457	265	A & R Distributors	Printed	235.18
7289	10/22/2009	1	4710	23	553458	265	A & R Distributors	Printed	771.34
7289	10/22/2009	1	4710	11	553461	265	A & R Distributors	Printed	225.02
7289	10/22/2009	1	4710	23	554424	265	A & R Distributors	Printed	745.62
7289	10/22/2009	1	4710	17	554426	265	A & R Distributors	Printed	841.06
7289	10/22/2009	1	4710	20	554428	265	A & R Distributors	Printed	175.86

									5,387.09
7290	10/22/2009	1	6410	90	874088	3989	Action Sales	Printed	3,258.15
7290	10/22/2009	1	6450	90	875840	3989	Action Sales	Printed	4,473.98

									7,732.13
7291	10/22/2009	1	4351 4728	90	09I0014907877	4515	Arrowhead Water	Printed	45.48

									45.48
7292	10/22/2009	1	4710	90	720019	3640	ASR Food Distributor	Printed	73.50
7292	10/22/2009	1	9320	99	720492	3640	ASR Food Distributor	Printed	3,807.37
7292	10/22/2009	1	9320	99	720515	3640	ASR Food Distributor	Printed	35.04
7292	10/22/2009	1	9320	99	720532	3640	ASR Food Distributor	Printed	17.50
7292	10/22/2009	1	4710	90	721216	3640	ASR Food Distributor	Printed	245.00
7292	10/22/2009	1	9320	99	721941	3640	ASR Food Distributor	Printed	2,093.88

CHECK REGISTER REPORT

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7292	10/22/2009	1	9320	99	721942	3640	ASR Food Distributor	Printed	4,261.65
7292	10/22/2009	1	9320	99	721962	3640	ASR Food Distributor	Printed	92.56
									10,626.50
7293	10/22/2009	1	9320	99	0447634	3987	Campus Foods	Printed	35.70
7293	10/22/2009	1	9320	99	0447635	3987	Campus Foods	Printed	1,581.20
7293	10/22/2009	1	9320	99	0447636	3987	Campus Foods	Printed	471.06
7293	10/22/2009	1	9320	99	0448606	3987	Campus Foods	Printed	813.34
7293	10/22/2009	1	9320	99	0448607	3987	Campus Foods	Printed	272.60
7293	10/22/2009	1	9320	99	0448881	3987	Campus Foods	Printed	198.56
7293	10/22/2009	1	9320	99	0449165	3987	Campus Foods	Printed	819.00
7293	10/22/2009	1	9320	99	0449166	3987	Campus Foods	Printed	1,529.28
7293	10/22/2009	1	9320	99	0449536	3987	Campus Foods	Printed	2,202.48
7293	10/22/2009	1	9320	99	0449537	3987	Campus Foods	Printed	565.80
									8,489.02
7294	10/22/2009	1	9320	99	258980	4628	Cargill Kitchen Solu	Printed	253.96
									253.96
7295	10/22/2009	1	4351	90	178130	2840	Fullerton Hardware	Printed	82.15
									82.15
7296	10/22/2009	1	9541	90	012704	1495	Fullerton School Dis	Printed	2,408.01
			9561						
7296	10/22/2009	1	9541	90	012737	1495	Fullerton School Dis	Printed	106,872.48
			9561						
7296	10/22/2009	1	9206	90	1001	1495	Fullerton School Dis	Printed	-30.00
7296	10/22/2009	1	9206	90	1002	1495	Fullerton School Dis	Printed	-30.00
7296	10/22/2009	1	9206	90	1003	1495	Fullerton School Dis	Printed	-304.80
									108,915.69
7297	10/22/2009	1	9320	99	120185	3012	Gold Star Foods	Printed	59.30
7297	10/22/2009	1	9320	99	124716	3012	Gold Star Foods	Printed	7,215.53
7297	10/22/2009	1	9320	99	124717	3012	Gold Star Foods	Printed	10,399.93
7297	10/22/2009	1	9322	99	128798	3012	Gold Star Foods	Printed	172.01
7297	10/22/2009	1	9320	99	128881	3012	Gold Star Foods	Printed	503.70
7297	10/22/2009	1	4710	90	129633	3012	Gold Star Foods	Printed	5,438.64
7297	10/22/2009	1	4710	90	130009	3012	Gold Star Foods	Printed	11.08
7297	10/22/2009	1	4710	90	130015	3012	Gold Star Foods	Printed	56.60
7297	10/22/2009	1	4710	90	130017	3012	Gold Star Foods	Printed	27.00
7297	10/22/2009	1	4710	90	130018	3012	Gold Star Foods	Printed	83.60
7297	10/22/2009	1	9322	99	131052	3012	Gold Star Foods	Printed	155.31

Date 10/27/2009
Time 08:25

Fullerton School District

Food Services

(10/13/2009 - 10/26/2009)

C H E C K R E G I S T E R R E P O R T

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7297	10/22/2009	1	9322	99	132881	3012	Gold Star Foods	Printed	73.48
7297	10/22/2009	1	9320	99	132919	3012	Gold Star Foods	Printed	205.14
7297	10/22/2009	1	9320	99	133100	3012	Gold Star Foods	Printed	1,497.61
7297	10/22/2009	1	9320	99	133267	3012	Gold Star Foods	Printed	55.38
7297	10/22/2009	1	4710	90	133397	3012	Gold Star Foods	Printed	11.08
7297	10/22/2009	1	4710	90	133401	3012	Gold Star Foods	Printed	56.60
7297	10/22/2009	1	4710	90	133402	3012	Gold Star Foods	Printed	794.00
7297	10/22/2009	1	9322	99	135836	3012	Gold Star Foods	Printed	105.21
7297	10/22/2009	1	9322	99	135841	3012	Gold Star Foods	Printed	65.13
7297	10/22/2009	1	9322	99	135848	3012	Gold Star Foods	Printed	68.47
7297	10/22/2009	1	9322	99	136039	3012	Gold Star Foods	Printed	106.88

									27,161.68
7298	10/22/2009	1	4710	90	IN0007628030	3986	Green Mountain Coffe	Printed	56.18

									56.18
7299	10/22/2009	1	9321	99	45125728-CM	4576	Joseph Webb Foods, I	Printed	-518.65
7299	10/22/2009	1	9320	99	45130862	4576	Joseph Webb Foods, I	Printed	267.50
7299	10/22/2009	1	9320	99	45130862-1	4576	Joseph Webb Foods, I	Printed	2,100.60
7299	10/22/2009	1	4710	90	45132306	4576	Joseph Webb Foods, I	Printed	284.40
7299	10/22/2009	1	9320	99	45132457	4576	Joseph Webb Foods, I	Printed	121.28
7299	10/22/2009	1	9320	99	45132539	4576	Joseph Webb Foods, I	Printed	862.05

									3,117.18
7300	10/22/2009	1	4351	90	491139029001	166	Office Depot	Printed	46.72
7300	10/22/2009	1	4351	90	491144184001	166	Office Depot	Printed	41.30

									88.02
7301	10/22/2009	1	9320	99	7015694	1800	Otis Spunkmeyer, Inc	Printed	320.58

									320.58
7302	10/22/2009	1	9321	99	360929-00	3095	P & R	Printed	2,340.90
7302	10/22/2009	1	9321	99	363576-00	3095	P & R	Printed	1,848.87
7302	10/22/2009	1	9321	99	363590-00	3095	P & R	Printed	534.06
7302	10/22/2009	1	9321	99	363593-00	3095	P & R	Printed	10.89

									4,734.72
7303	10/22/2009	1	9551	90	012816	1503	State Board of Equal	Printed	159.58

									159.58

Date 10/27/2009
 Time 08:25

Fullerton School District

Food Services

{ 10/13/2009 - 10/26/2009 }

CHECK REGISTER REPORT

By Check Number

Check	Date	Batch	Account	Location	Reference	Vendor	Description	Status	Amount
7304	10/22/2009	1	4710	90	518286	2378	Swift Produce	Printed	447.50
7304	10/22/2009	1	4710	90	518328	2378	Swift Produce	Printed	368.30
7304	10/22/2009	1	4710	90	518367	2378	Swift Produce	Printed	195.40
7304	10/22/2009	1	4710	90	518445	2378	Swift Produce	Printed	310.93
7304	10/22/2009	1	4710	90	518469	2378	Swift Produce	Printed	345.70
7304	10/22/2009	1	4710	90	518513	2378	Swift Produce	Printed	214.40
7304	10/22/2009	1	4710	90	518599	2378	Swift Produce	Printed	634.67
7304	10/22/2009	1	4710	90	518705	2378	Swift Produce	Printed	115.50
7304	10/22/2009	1	4710	90	518743	2378	Swift Produce	Printed	79.21
7304	10/22/2009	1	4710	90	518826	2378	Swift Produce	Printed	291.55
7304	10/22/2009	1	4710	90	518887	2378	Swift Produce	Printed	166.81
7304	10/22/2009	1	4710	90	518907	2378	Swift Produce	Printed	37.90
7304	10/22/2009	1	4710	90	518937	2378	Swift Produce	Printed	376.56
7304	10/22/2009	1	4710	90	518986	2378	Swift Produce	Printed	161.10
7304	10/22/2009	1	4710	90	519003	2378	Swift Produce	Printed	318.70
7304	10/22/2009	1	4710	90	519096	2378	Swift Produce	Printed	147.45
7304	10/22/2009	1	4710	90	519202	2378	Swift Produce	Printed	220.84
7304	10/22/2009	1	4710	90	519275	2378	Swift Produce	Printed	107.38
7304	10/22/2009	1	4710	90	519276	2378	Swift Produce	Printed	699.45
7304	10/22/2009	1	4710	90	519280-CM	2378	Swift Produce	Printed	-17.90
7304	10/22/2009	1	4710	90	519326	2378	Swift Produce	Printed	358.63
7304	10/22/2009	1	4710	90	519410	2378	Swift Produce	Printed	110.05
7304	10/22/2009	1	4710	90	519490	2378	Swift Produce	Printed	405.00
7304	10/22/2009	1	4710	90	519610	2378	Swift Produce	Printed	237.40
7304	10/22/2009	1	4710	90	519611	2378	Swift Produce	Printed	362.58
7304	10/22/2009	1	4710	90	519668-CM	2378	Swift Produce	Printed	-61.20
7304	10/22/2009	1	4710	90	519748	2378	Swift Produce	Printed	530.33
7304	10/22/2009	1	4710	90	519794	2378	Swift Produce	Printed	161.10
7304	10/22/2009	1	4710	90	519815	2378	Swift Produce	Printed	231.90
7304	10/22/2009	1	4710	90	519886	2378	Swift Produce	Printed	451.30
									8,008.54
7305	10/22/2009	1	9321	99	417005-00	3990	Trade Supplies	Printed	249.20
									249.20

									Active Checks 233,990.66
									Voided Checks 0.00

									Total Checks 233,990.66

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 71649 THROUGH 71829 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$1,569,806.10

Background: Board approval is requested for warrants numbered 71649 through 71829 for the 2009/2010 school year. The total amount presented for approval is \$1,569,806.10.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,410,233.03
12 Child Development	6,776.20
14 Deferred Maintenance	2,393.89
21 Building Fund	6,925.00
23 G.O. Bond 2002B	0.00
25 Capital Facilities	4,033.34
40 Special Reserve	1,000.00
68 Workers' Compensation	17,090.74
81 Property/Liability Insurance	121,353.90
Total	\$1,569,806.10

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 71649 through 71829 for the 2009/2010 school year in the amount of \$1,569,806.10.

GC:SS:ds

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7282 THROUGH 7305 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$233,990.66

Background: Board approval is requested for Nutrition Services warrants numbered 7282 through 7305 for the 2009/2010 school year. The total amount presented for approval is \$233,990.66.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 7282 through 7305 for the 2009/2010 school year totaling \$233,990.66.

GC:LR:dlh

CONSENT ITEM

DATE: November 17, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE CONSULTANT AGREEMENT FOR THE 2009/2010 SCHOOL YEAR WITH ACTION LEARNING SYSTEMS, INC., (ALS) TO PROVIDE SUPPORT TO DISTRICT TEACHERS FOR CALIFORNIA GATEWAY'S INTENSIVE INTERVENTION PROGRAM**

Background: Action Learning Systems, Inc., (ALS) a California Department of Education approved SB 472 provider for English Language Arts: Steck-Vaughn California Gateways, conducted a five-day professional development training during July 2009 for Fullerton School District 4-8 grade teachers who are teaching the intervention program. Additional follow-up training and support will be beneficial to staff to ensure faithful and successful implementation of the program. ALS instructors knowledgeable with the instructional materials and strategies will work with staff to increase teacher content knowledge to support student achievement.

Rationale: Teachers from Program Improvement Schools and Special Education will benefit from extensive training for the newly adopted English Language Arts, California Gateway's Intervention program.

Funding: Cost is not to exceed \$10,000.00 to be paid from Title I (#213) American Recovery and Reinvestment Act (ARRA) District restricted funds.

Recommendation: Approve Consultant Agreement for the 2009/2010 School Year with Action Learning Systems, Inc., (ALS) to provide support to District teachers for California Gateway's Intensive Intervention program.

JM:SA:lc
Attachment

CONSULTANT AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Consultant:
 - **Five days of professional development to support California Gateway's Intensive Intervention Program**

2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **November 18, 2009 – June 11, 2010.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a fee of **Two Thousand Dollars (\$2,000.00) per day.** Total contract price not to exceed **Ten Thousand Dollars (\$10,00.00).** CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice. **The final invoice must be received no later than June 11, 2010.**

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT.

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

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

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

DISTRICT:

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

CONSULTANT:

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 17th DAY of November 2009

Fullerton School District
(Name of District)

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Superintendent
Title

Action Learning Systems, Inc.

(Consultant Name)

By:

Signature

Kit Marshall
Typed Name

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District 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 2009/2010 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 at \$937.00 per qualifying student to be paid through the District Title I (#212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services for the 2009/2010 school year.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

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, Suite 108, Brea, CA 92821, (714) 784-3459**, hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; 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 18, 2009, and will diligently perform as required and complete performance by June 4, 2010.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Thirty Seven Dollars (\$937.00) 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 14 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2010.**

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

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

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

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

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

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

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

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

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

10. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a

form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **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.**

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

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

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

14. 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.

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

17. 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.

18. 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.

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

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

CONTRACTOR:
Professional Tutors of America, Inc.
3350 East Birch Street, Suite 108
Brea, CA 92821
(714) 784-3459

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 ENTERED INTO THIS 17th DAY of November 2009

Fullerton School District
(Name of District)

Professional Tutors of America, Inc.
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Robert Harraka
Typed Name

Superintendent
Title

Director
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District 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 2009/2010 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 at \$937.00 per qualifying student to be paid through the District Title I (#212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Club Z! to provide supplemental support services for the 2009/2010 school year.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

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; and

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; 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 18, 2009, and will diligently perform as required and complete performance by June 4, 2010.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Thirty Seven Dollars (\$937.00) 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 \$49.31 per hour for a maximum of 19 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2010. CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.**

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

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

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

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

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

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

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

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

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

10. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a

form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **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.**

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

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

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

14. 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.

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

17. 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.

18. 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.**

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

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

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

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 ENTERED INTO THIS 17th DAY of November 2009

Fullerton School District
(Name of District)

CLUB Z!
(Contractor 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 17, 2009
TO: Mitch Hovey, Ed.D., District 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 LEARNING PARTNERS, INC., DBA: SYLVAN LEARNING CENTER TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FOR THE 2009/2010 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. Learning Partners, Inc., dba: Sylvan Learning Center is a State approved supplemental support provider. Learning Partners, Inc., dba: Sylvan Learning Center 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 at \$937.00 per qualifying student to be paid through the District Title I (#212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Learning Partners, Inc., dba: Sylvan Learning Center to provide supplemental support services for the 2009/2010 school year.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Learning Partners, Inc., dba: Sylvan Learning Center, 1539 So. Harbor Blvd., Fullerton, CA 92832, (714) 680-5344** hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; 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 CONTRACTOR who will provide tutoring services to eligible students at the Sylvan Learning Center location at 1539 South Harbor Blvd., Fullerton, CA 92832.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 18, 2009, and will diligently perform as required and complete performance by June 4, 2010.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Thirty Seven Dollars (\$937.00) 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 \$44.62 per hour for a maximum of 21 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2010.**

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

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

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

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

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

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

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

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

10. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of one million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against

liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **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.**

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

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

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

14. 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.

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

17. 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.

18. 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.**

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

DISTRICT:
Fullerton School District

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

CONTRACTOR:
**Learning Partners, Inc.,
dba: Sylvan Learning Center
1539 So. Harbor Blvd.,
Fullerton, CA 92832
(714) 680-5344**

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 ENTERED INTO THIS 17th DAY of November 2009

Fullerton School District
(Name of District)

Learning Partners, Inc., dba: Sylvan Learning Center
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Matthew J. Masterson
Typed Name

Superintendent
Title

Executive Director
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on November 4, 2009.

Rationale: The report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 11/4/2009
PRESENTED TO THE BOARD OF TRUSTEES: 11/17/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Blanche	Watts	Clerical Asst. I/sub	Add substitute classification	10/01/09	99		999	B17/1
Judith	Harwell	Clerical Asst. II/sub	Add substitute classification	09/21/09	99		999	B19/1
Mary	Lopez	Instr. Asst./SE I	Add temporary 2% medical stipend	09/14/09	25	6.00		B14/6
Karen	Simo	Instr. Asst./SE II A	Add temporary 6% medical stipend	09/14/09	25	3.00		B14/6
Maria	Ruiz	Playground Sup.	Decrease hours from 10.5/wk	08/31/09	25	8.3/wk	100/302	B11/1
Teresa	Briseno	Playground Sup.	Decrease hours from 13.5/wk.	08/31/09	25	8.3/wk	100/302	B11/1
Gloria	Rodriguez	Instr. Asst./Rec.	Decrease hours to 18.0/wk.	08/31/09	21	18.0/wk	212/302	B11/1
Laura	Lopez-Gonzalez	CELDT Asses. Asst.	Extra summer work 7/24-7/28/09	07/24/09	22	8.00	507	B20/6
Carla	Romero	Instr. Asst./BB	Extra summer work 7/24-7/28/09	07/24/09	22	4.00	507	B14/6
Kang Ju	Choi	Instr. Asst./BBK	Extra summer work 7/24-7/28/09	07/24/09	22	4.00	507	B14/4
Renay	Ibarra	Instr. Asst./Reg.	Extra summer work 8/24-8/28/09	08/24/09	29	8.00	310	B11/3
Tizoc	Castillo	Instr. Asst./Rec.	Hire probationary status	08/25/09	60	19.5/wk	85	B11/1
Christopher	Garcia	Instr. Asst./Rec.	Hire probationary status	10/26/09	60	19.5/wk	329	B11/1
Gary	Ramirez	Instr. Asst./Rec.	Hire probationary status	10/26/09	60	19.5/wk	85	B11/1
Julia	Cabrera	Playground Sup.	Hire regular status	10/05/09	30	7.1/wk	100	B11/1
Pamela	Fenske	Playground Sup.	Hire regular status	10/05/09	27	4.0/wk	100	B11/1
Clara	Galindo	Playground Sup.	Hire regular status	10/21/09	16	3.0/wk	100	B11/1
Lilia	Gallegos	Playground Sup.	Hire regular status	10/23/09	28	10.0/wk	100	B11/1
Deanna	Rosales	Playground Sup.	Hire regular status	10/29/09	23	1.00	100	B11/1
Valeh	Khavari	AVID Tutor	Hire regular status	10/09/09	20	6.0/wk	117	\$10./hr
Nelli	Louise	Playground Sup.	Hire regular status	10/23/09	30	10.0/wk	100	B11/1
Judy	Drews	Bus Driver/sub	Hire substitute status	10/15/09	56		565/566	B21/1
Marissa	Olivas	Instr. Asst./Rec./sub	Hire substitute status	10/30/09	60		85	B11/1
William	Lerner	Instr. Asst./SE/sub	Hire substitute status	10/19/09	99		999	B14/1
Nooreen	Niazi	Playground Sup./sub	Hire substitute status	10/19/09	30		100	B11/1
Gina	Tarabonchia	Playground Sup./sub	Hire substitute status	10/19/09	15		100	B11/1
Vanessa	Trujillo	Playground Sup./sub	Hire substitute status	10/26/09	30		100	B11/1
George	Lara	Social Service Asst.	Hire substitute status	10/13/09	28		212	B17/1
Artemia	Perez	Playground Sup.	Increase hours from 13.5/wk	08/31/09	25	13.8/wk	100/302	B11/1
Julie	Cabrera	Playground Sup.	Increase hours NTE 10.0/wk	10/13/09	30	10.0/wk	100	B11/1
Lorena	Luna Chavez	Playground Sup.	Increase hours NTE 10.0/wk	10/13/09	30	10.0/wk	100	B11/1
Concepcion	Perez	Playground Sup.	Increase hours NTE 10.0/wk	10/13/09	30	10.0/wk	100	B11/1
Patricia	Small	Playground Sup.	Increase hours NTE 10.0/wk	10/13/09	30	10.0/wk	100	B11/1
Carole	Smiley	Playground Sup.	Increase hours NTE 10.0/wk	10/13/09	30	10.0/wk	100	B11/1
Prabha	Sorathia	Playground Sup.	Increase hours NTE 10.0/wk	10/13/09	30	10.0/wk	100	B11/1
Employee	#3974	Instr. Asst./Rec.	Paid administrative leave 10/5-10/9/09	10/05/09	60	18.75/wk	329	
Alfonso	Lacuesta	Custodian II	Promotion	11/12/09	12	8.00	543	B24/5

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 11/4/2009
PRESENTED TO THE BOARD OF TRUSTEES: 11/17/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Vivian	Ramirez	Ed. Media Assistant	Reinstatement	10/12/09	10	10.0/wk	260	B19/6
Maricela	Aguilar Navarro	Instr. Asst./BB	Resignation	09/28/09	60	18.0/wk	329	B14/2
Marissa	Olivas	Instr. Asst./Rec.	Resignation	10/30/09	60	12.75/wk	85	B11/4
Trisha	McCormick	Instr. Asst./Rec./sub	Separation - no longer available	10/20/09	99		999	B11/1
Sailasa	Nailava	Bus Driver	Service retirement	10/17/09	56	29.9/wk	565/566	B21/6
Shellie	Brown-Sanchez	Account Clerk II	Step raise	10/01/09	50	8.00		B24/6
Melissa	Valencia	Account Clerk II	Step raise	10/01/09	50	8.00		B24/5
Joni	David	After School Site Lead	Step raise	10/01/09	60	8.00		B18/6
Alberto	Barragan	Bus Driver	Step raise	10/01/09	56	25.80		B21/4
Leticia	Cortez	Clerical Asst. II/BB	Step raise	10/01/09	56	8.00		B20/5
Tai Yung	Mak	Food Service Asst. I	Step raise	10/01/09	90	2.00		B08/5
Francisca	Ramirez	Food Service Asst. I	Step raise	10/01/09	90	1.00		B08/3
Lydia	Rosas	Instr. Asst./BB	Step raise	10/01/09	60	19.5/wk		B14/4
Young	Paik	Instr. Asst./BBK	Step raise	10/01/09	13	12.0/wk		B14/3
Varsha	Bhatt	Instr. Asst./Rec.	Step raise	10/01/09	60	19.5/wk		B11/2
Jessica	Farias	Instr. Asst./Rec.	Step raise	10/01/09	28	17.5/wk		B11/4
Erica	Pereyrs	Instr. Asst./Rec.	Step raise	10/01/09	60	19.75/wk		B11/2
Elizabeth	Romero	Instr. Asst./Rec.	Step raise	10/01/09	60	19.5/wk		B11/2
Julia	Bock	Instr. Asst./Reg.	Step raise	10/01/09	25	17.5/wk		B11/2
Margaren	Dann	Instr. Asst./SE I	Step raise	10/01/09	26	3.80		B14/4
Ashley	Gross	Instr. Asst./SE I	Step raise	10/01/09	29	6.00		B14/5
Maria	Teven	Playground Sup./sub	Substitute teacher working as Play Sup.	11/02/09	10		100	B11/1
Omar	Ramos	Custodian I	Temporary additional hours 11/23-11/25/09	11/23/09	53	3.75	542	B17/4
Hugo	Romo	Custodian I	Temporary additional hours 11/23-11/25/09	11/23/09	53	3.75	542	B17/6
Bruce	Heckel	Custodian I/sub	Terminate - no longer available	10/28/09	53		542	B17/6
Employee	ID#4326	Instr. Asst./Rec.	Termination	10/13/09	60	29.5/wk	329	B11/2
Katherine	Carmona	Playground Sup.	Termination - no longer available	10/01/09	28	6.6/wk	100	B11/1
Colleen	Sheehan	Food Service Asst. I	Unpaid leave of absence 12/3/09 - 1/1/10	12/03/09	90	3.00	606	B08/6

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENT

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Blanca Arellano – Class taken through Fullerton College. CDES 115 – Introduction to Early Childhood Education. Total amount payable \$154.20.

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

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

Recommendation: Approve Classified tuition reimbursement.

MD:KC:ph

CONSENT ITEM

DATE: November 17, 2009

TO: Board of Trustees

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

PREPARED BY: Kathy Ikola, Assistant to the Superintendent

SUBJECT: **APPROVE CALIFORNIA SCHOOL BOARDS ASSOCIATION (CSBA) ANNUAL EDUCATION CONFERENCE AND GOLDEN BELL AWARD LUNCHEON ATTENDANCE FOR DR. MITCH HOVEY, HILDA SUGARMAN, BEVERLY BERRYMAN, AND MINARD DUNCAN TO BE HELD DECEMBER 3-5, 2009, IN SAN DIEGO, CALIFORNIA**

Background: Each year the California School Boards Association holds a conference that brings together individuals from school governing boards and their districts to gather information, share ideas, and network with their peers. CSBA develops this annual education conference with the most relevant, up-to-date information to provide governance teams with practical tools to make the best decisions for students and schools. This year, Dr. Mitch Hovey and Board of Trustees Hilda Sugarman, Beverly Berryman, and Minard Duncan, are requesting approval to attend this yearly informational conference and the Golden Bell Award Luncheon, where Hermosa Drive School will be awarded the Golden Bell for its Learn-Serve-Achieve Watershed Clean Up Project and Smoking Ban.

Rationale: The Fullerton School District governance team is entrusted by the local community to ensure that a high quality education is provided to each student. Participation in the CSBA Annual Education Conference will strengthen school board governance at the District level and provide an opportunity for interaction with other school governing boards and their districts from throughout the State of California.

Funding: Budget #0152557709 and #0152657719.

Recommendation: Approve California School Boards Association (CSBA) Annual Education Conference and Golden Bell Award Luncheon attendance for Dr. Mitch Hovey, Hilda Sugarman, Beverly Berryman, and Minard Duncan to be held December 3-5, 2009, in San Diego, California.

MH:ki

CONSENT ITEM

DATE: November 17, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) FOR PARENT EDUCATION CLASSES FOR PARENTS AT NICOLAS JUNIOR HIGH SCHOOL**

Background: In July 2009, the Fullerton School District Board of Trustees allocated \$10,000.00 to engage the services of the Parent Institute for Quality Education (PIQE) to provide parent education classes for Nicolas Junior High School parents. At the time of the contract, it appeared that approximately 125 parents would participate in the program. However, the response to the program has been very strong and approximately 165 parents have attended the classes on a regular basis.

Rationale: In order to fully fund the program so that all 165 parents may participate, an additional \$3,200.00 must be allocated.

Funding: Additional \$3,200.00 for a total cost not to exceed \$13,200.00 to be paid from English Language Acquisition Program (ELAP) #345 funds.

Recommendation: Approve Addendum between the Fullerton School District and the Parent Institute for Quality Education (PIQE) for parent education classes for parents at Nicolas Junior High School.

JM:MB:nm
Attachment

ADDENDUM #1n

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE FULLERTON SCHOOL DISTRICT AND THE PARENT INSTITUTE FOR QUALITY
EDUCATION (PIQE)

This addendum is to increase the amount originally agreed upon and Board approved on June 3, 2009, to include 40 additional participants in parenting classes at a rate of \$80.00 per participant for an amount not to exceed \$3,200.00.

Original amount of Agreement: \$10,000.00

Requested Increase: \$3,200.00

Total Amended Cost: \$13,200.00

The budget number for the additional expenses is from Nicolas Junior High Schools ELAP funds 0134520101 - 5805.

THIS AGREEMENT IS ENTERED INTO THIS 17th Day of November 2009

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

Date

Felipe Moreno
PIQE Executive Director

Date

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Ted Lai, Director, Technology & Media Services
SUBJECT: **APPROVE AGREEMENT NUMBER 35072 FROM THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR PROVIDING DREAMWEAVER CUSTOMIZED TECHNOLOGY TRAINING ON DECEMBER 3, 2009**

Background: As part of the Fullerton School District mission statement, community involvement and technology are two areas that are emphasized. School site and District departmental web pages are an essential part of developing the home-school connection, celebrating student successes, and informing parents and the community of news and events. Through the Orange County Department of Education (OCDE) customized training program, the District is able to schedule a single all-day training to help build capacity in knowledge of Dreamweaver for site and District web masters. On December 3, 2009, Bob Delgado, a trainer with OCDE, will conduct a training for Fullerton School District's designated web masters.

Rationale: It is essential that the District and school site web masters update their web pages to provide the latest news to students, parents, and the community. Dreamweaver is the application used to update and modify web pages. Every year, OCDE provides school districts with California Technology Assistance Project (CTAP) Certificates to help cover the costs of educational technology training. This Dreamweaver training is consistent with the goals of the District and usage of CTAP Certificates.

Funding: The total cost of the training is \$750.00 and will be paid in full with CTAP Certificates.

Recommendation: Approve Agreement Number 35072 from the Orange County Department of Education (OCDE) for providing Dreamweaver customized technology training on December 3, 2009.

JM:TL:sg
Attachment

FULLERTON SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 17th day of November, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

WHEREAS, SUPERINTENDENT 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 hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the following services:

1 1.1 Provide six (6) hours of custom technology
2 training on "Dreamweaver" for twenty (20)
3 designated faculty/staff at DISTRICT'S facility.

4 2.0 TERM. This AGREEMENT shall commence on December 3, 2009, and
5 end on December 3, 2009, subject to termination as set forth in
6 section 9.0 of this AGREEMENT.

7 3.0 COMPENSATION. DISTRICT agrees to pay the SUPERINTENDENT for
8 services satisfactorily performed pursuant to Section 1.0 of this
9 AGREEMENT a total sum not to exceed Seven hundred fifty dollars
10 (\$750.00), which shall be paid by California Technology Assistance
11 Project (CTAP) Certificates issued by SUPERINTENDENT. Payment shall
12 be mailed to: Orange County Superintendent of Schools, Attn:
13 Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa,
14 California 92628-9050, or at such other place as SUPERINTENDENT may
15 designate in writing.

16 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
17 this AGREEMENT, shall be and act as an independent contractor.
18 SUPERINTENDENT understands and agrees that he/she and all of his/her
19 employees shall not be considered officers, employees or agents of
20 the DISTRICT, and are not entitled to benefits of any kind or nature
21 normally provided employees of the DISTRICT and/or to which
22 DISTRICT'S employees are normally entitled, including, but not
23 limited to, State Unemployment Compensation or Workers' Compensation.
24 SUPERINTENDENT assumes the full responsibility for the acts and/or
25 omissions of his/her employees or agents as they relate to the
 services to be provided under this AGREEMENT. SUPERINTENDENT shall

1 assume full responsibility for payment of all federal, state and
2 local taxes or contributions, including unemployment insurance,
3 social security and income taxes with respect to SUPERINTENDENT'S
4 employees.

5 5.0 HOLD HARMLESS/INDEMNIFICATION.

6 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
7 harmless DISTRICT, its Governing Board, officers, agents, and
8 employees from liability and claims of liability for bodily injury,
9 personal injury, sickness, disease, or death of any person or
10 persons, or damage to any property, real personal, tangible or
11 intangible, arising out of the negligent acts or omissions of
12 employees, agents or officers of SUPINTENDENT or the Orange County
13 Board of Education during the period of this AGREEMENT.

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

22 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
23 AGREEMENT shall not be assigned by the DISTRICT without prior written
24 approval of SUPERINTENDENT.

25 7.0 TOBACCO USE POLICY. In the interest of public health, the
SUPERINTENDENT provides a tobacco-free environment. Smoking or the

1 use of any tobacco products are prohibited in buildings and vehicles,
2 and on any property owned, leased or contracted for by the
3 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
4 abide with conditions of this policy could result in the termination
5 of this AGREEMENT.

6 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
7 they will not engage in unlawful discrimination in employment of
8 persons because of race, color, religious creed, national origin,
9 ancestry, physical handicap, medical condition, marital status, or
10 sex of such persons.

11 9.0 TERMINATION. Either party may terminate this AGREEMENT with
12 or without reason with the giving of thirty (30) days written notice
13 to the other party. DISTRICT shall compensate SUPERINTENDENT only
14 for services satisfactorily rendered to the date of termination.
15 Written notice by DISTRICT shall be sufficient to stop further
16 performance of services by SUPERINTENDENT. Notice shall be deemed
17 given when received by the SUPERINTENDENT or DISTRICT or no later
18 than three (3) days after the day of mailing, whichever is sooner.

19 10.0 NOTICE. All notices or demands to be given under this
20 AGREEMENT by either party to the other, shall be in writing and given
21 either by: (a) personal service or (b) by U.S. Mail, mailed either by
22 registered or certified mail, return receipt requested, with postage
23 prepaid. Service shall be considered given when received if
24 personally served or if mailed on the third day after deposit in any
25 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

1 accordance with the notice provisions of this section. At the date
2 of this AGREEMENT, the addresses of the parties are as follows:

3 DISTRICT: Fullerton School District
4 1401 West Valencia Drive
5 Fullerton, California 92833
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance
14 of any term or condition of this AGREEMENT shall not be deemed a
15 waiver by that party of such term or condition, or prevent a
16 subsequent similar act from again constituting a violation of such
17 term or condition.

18 12.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected,
22 impaired or invalidated in any way.

23 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
24 shall be governed by the laws of the State of California with venue
25 in Orange County, California.

14.0 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

1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

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

4 DISTRICT: FULLERTON SCHOOL DISTRICT ORANGE COUNTY SUPERINTENDENT
5 OF SCHOOLS

6 BY: _____ BY: _____
Authorized Signature Authorized Signature

7 PRINTED NAME: _____ PRINTED NAME: Patricia McCaughey

8 TITLE: _____ TITLE: Coordinator

9 DATE: _____ DATE: November 6, 2009

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FSD-Income-CTAPCertificates (35072)10
ZIP4

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: **ADOPT RESOLUTION #09/10-9 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES TO THE GENERAL FUND FOR 2009/2010**

Background: State apportionment deferrals have an immediate impact upon the District's General Fund which could cause difficulty in meeting current obligations. With the increase of deferral of State funding, the District will 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 through June 2010. The District may borrow up to \$10 million from other funds to cover the General Fund cash flow needs. The actual amount to borrow will be determined in June 2010. The loan shall be repaid in the same fiscal year, or no later than 120 days from year end. The General Fund may borrow up to 75% of the money held in any fund during the current fiscal year.

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

Funding: General Fund (01).

Recommendation: Adopt Resolution #09/10-9 to Establish Temporary Interfund Transfers of Special or Restricted Fund Monies to the General Fund for 2009/2010.

GC:SS:ds
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION #09/10-9 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 2009/2010 to temporarily transfer funds between the following funds provided that all transfers are approved by the Superintendent or his designee:

<u>FUND NO.</u>	<u>DESCRIPTION</u>
01	General Fund
14	Deferred Maintenance Fund
17	Special Reserve for Non Capital Outlay Fund
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 17, 2009, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

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

WITNESS my hand this 17th day of November 2009.

Ellen Ballard, Clerk/Secretary of the Governing Board

CONSENT ITEM

DATE: November 17, 2009

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-B047 THROUGH 08/09-B057 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-B047 through 08/09-B057 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

GC:BS:ds
Attachment

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$4,717,398 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>
8011	Revenue Limit State Aid – Current Year	\$2,754,974
8019	Revenue Limit State Aid – Prior Year	256
8022	Timber Yield Tax	3
8029	Other Subventions/In-Lieu Taxes	361,369
8041	Secured Rolls Tax	148,598
8042	Unsecured Rolls Tax	-4,025
8043	Prior Years' Tax	-359,911
8044	Supplemental Tax	-86,875
8045	Education Revenue Augmentation Fund	-33,543
8092	PERS Reduction Transfer	-13,809
8290	All Other Federal Revenue	29,594
8311	Other State Apportionments – Current Year	26,769
8319	Other State Apportionments – Prior Year	19,455
8434	Class Size Reduction, Grades K-3	33,007
8560	State Lottery Revenue	27
8590	All Other State Revenue	1,782
8631	Sale of Equipment and Supplies	919
8650	Leases and Rentals	11,651
8699	All Other Local Revenue	106,268
8710	Tuition	58,845
8792	Transfers of Apportionments from County Offices	97,318
8980	Contributions from Unrestricted Revenues	-241,876
8997	Transfer of Restricted Balances	1,058,507
8998	Flexibility Transfers	748,095
	Total:	<u>\$4,717,398</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	<u>\$18,862</u>

2000	Classified Salaries	16,538
3000	Employee Benefits	-3,622
4000	Books and Supplies	-87,001
5000	Services & Other Operating Expenses	64,718
7000	Other Outgo	52,364
9770	Designated for Economic Uncertainties	2,848,274
9780	Other Designations	1,807,265
	Total:	<u>\$4,717,398</u>

Explanation: This Resolution reflects final adjustments to 2008/09 revenue and expenditures including an increase to the State revenue limit changing the deficit from 11.428% to 7.844%, final adjustments to state taxes in the revenue limit, PTA and ASB reimbursements, Medi-Cal Administrative Activities (MAA) revenue, Class Size Reduction (CSR), and Special Education Excess Costs and County Transfers. It also includes transfers to the General Fund reserves from 2007/2008 carryover balances and 2008/09 unspent balances (SBX3 4 and ABX4 2).

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B048

**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 \$2,841,170 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	\$4,512,149
8311	Other State Apportionments-Current Year	-210
8560	State Lottery Revenue	3
8590	All Other State Revenue	-31,337
8660	Interest	19,165
8677	Interagency Services	5,484
8699	All Other Local Revenue	-22,598
8980	Contributions from Unrestricted Revenues	241,876
8997	Transfer of Restricted Balances	-1,058,507
8998	Flexibility Transfers	-824,855
	Total:	<u>\$2,841,170</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	\$393,430
2000	Classified Salaries	-193,012
3000	Employee Benefits	-52,738
4000	Books and Supplies	-1,658,544
5000	Services & Other Operating Expenses	-100,943
7000	Other Outgo	-56,415
9740	Legally Restricted Balance	4,509,392
	Total:	<u>\$2,841,170</u>

Explanation: This Resolution reflects final adjustments to revenue and expenditures for Categorical programs. It includes ARRA Federal stimulus funds received at the end of 2008/09 and reserved for 2009/10 and 2010/11, earned interest for Title II, Title III, and Instructional Materials, and contributions to restricted programs. It also includes transfers to the General Fund reserves from 2007/2008 carryover balances and 2008/09 unspent balances (SBX3 4 and ABX4 2).

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 \$19,930 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>
8290	All Other Federal Revenue	\$3,506
8590	All Other State Revenue	-95,236
8660	Interest	-1,358
8673	Children's Center Fees	113,018
	Total:	\$19,930

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	-\$20,605
2000	Classified Salaries	-26,406
3000	Employee Benefits	-60,675
4000	Books and Supplies	-66,565
5000	Services & Other Operating Expenses	-20,107
7000	Other Outgo	-39,809
9780	Other Designations	254,097
	Total:	\$19,930

Explanation: This Resolution reflects final adjustments to revenue and expenditures in the fee based childcare programs, State and Federal childcare programs, and interest earnings 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 income in the amount of \$11,892 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:

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8540	Deferred Maintenance Allowance	\$13,114
8660	Interest	-1,222
	Total:	\$11,892

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>
4000	Books and Supplies	-\$3,000
5000	Services & Other Operating Expenses	-187,855
6000	Capital Outlay	-1,182,587
9780	Other Designations	1,385,334
	Total:	\$11,892

Explanation: This Resolution reflects final adjustments to the 08/09 State Deferred Maintenance allowance, interest earnings and expenditures in the Deferred Maintenance Fund.

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B051

**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 \$55,409 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:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8919	Other Authorized Interfund Transfers In	<u>\$55,409</u>
	Total:	\$55,409

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>
4000	Books and Supplies	<u>-\$447</u>
5000	Services & Other Operating Expenses	-33,948
6000	Capital Outlay	-301
9780	Other Designations	<u>90,105</u>
	Total:	\$55,409

Explanation: This Resolution reflects final adjustments to expenditures in the Building fund as well as an interfund transfer from the General Fund for parent paid fees to the Laptop program.

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B052

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

WHEREAS, the governing Board of the Fullerton School District has determined that the previously budgeted income in the amount of \$61,282 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	-\$555
8681	Mitigation/Developer Fees	-60,727
	Total:	<u>-\$61,282</u>

WHEREAS, the governing Board of the Fullerton School District can show just cause for the reduction 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>
5000	Services & Other Operating Expenses	-\$1,674
9780	Other Designations	-59,608
	Total	<u>\$-61,282</u>

Explanation: This Resolution reflects final adjustments to 08/09 Developer Fees, interest earnings, and expenditures in the Capital Facilities Fund

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B053

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:

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-\$13,626
9780	Other Designations	13,626
	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 final adjustments to expenditures in the Special Reserve for Capital Outlay Projects Fund.

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B055

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

WHEREAS, the governing Board of the Fullerton School District has determined that the previously budgeted income in the amount of \$27,607 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

PROPERTY AND LIABILITY FUND 68

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	-\$25,817
8674	In-District Premiums/Contributions	-1,790
	Total:	<u>-\$27,607</u>

WHEREAS, the governing Board of the Fullerton School District can show just cause for the reduction 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>
2000	Classified Salaries	\$2,072
3000	Employee Benefits	794
4000	Books and Supplies	-13,995
5000	Services & Other Operating Expenses	-93,258
9780	Other Designations	76,780
	Total	<u>-\$27,607</u>

Explanation: This Resolution reflects final adjustments to revenue and expenditures in the Workers' Compensation Fund

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B054

**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 \$5,372 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:

WORKERS' COMPENSATION FUND 81

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	<u>\$5,372</u>
	Total:	<u>\$5,372</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>
2000	Classified Salaries	\$2,091
3000	Employee Benefits	265
4000	Books and Supplies	-4,052
5000	Services & Other Operating Expenses	-51,187
9780	Other Designations	<u>58,255</u>
	Total	\$5,372

Explanation: This Resolution reflects final adjustments to revenue and expenditures in the Property and Liability Fund

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B056

**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 \$2,406,299 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 RESERVES FOR POST EMPLOYMENT BENEFITS FUND 20

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	\$48,440
8919	Other Authorized Interfund Transfers In	17,515
9798	Budgetary Restatement	2,340,344
	Total:	<u>\$2,406,299</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>
9780	Other Designations	\$2,406,299
	Total	<u>\$2,406,299</u>

Explanation: This Resolution reflects final adjustments to reestablish revenue and reserve accounts in the Special Reserves for Post Employment Benefits Fund from the Retiree Benefits Fund 71.

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

Date: _____

By: _____

RESOLUTION NO. 08/09-B057

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

WHEREAS, the governing Board of the Fullerton School District has determined that the previously budgeted income in the amount of \$2,409,490 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

RETIREE BENEFITS FUND 71

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8660	Interest	-51,631
8919	Other Authorized Interfund Transfers In	-17,515
9798	Budgetary Restatement	-2,340,344
	Total:	<u>-2,409,490</u>

WHEREAS, the governing Board of the Fullerton School District can show just cause for the reduction 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>
5000	Services & Other Operating Expenses	-2,413
9780	Other Designations	-2,407,077
	Total	<u>\$-2,409,490</u>

Explanation: This Resolution reflects final adjustments to revenue and expenditures to close the Special Reserves for Post Employment Benefits Fund 71 and reestablish the Special Reserves for Post Employment Benefits Fund 20.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 17, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM (CALSTRS) WAIVER FOR INTERIM PRINCIPAL GLENDA THOMPSON AT ORANGETHORPE SCHOOL

Background: Orangethorpe School is currently seeking a new principal. Ken Valburg, previous Principal at Orangethorpe School, resigned in September 2009. Glenda Thompson, retired principal, was placed as interim principal until the District completes the hiring process.

The District interviewed principal candidates on November 4, 2009, and a match was not found that had the experience and background necessary to work with a school in program improvement. Glenda Thompson has agreed to continue as interim principal at Orangethorpe School until a replacement can be hired.

Rationale: The District and Ms. Thompson will need to submit a waiver to California State Teachers' Retirement System (CALSTRS) in order to avoid penalties during her term of service.

Funding: Not applicable.

Recommendation: Approve California State Teachers' Retirement System (CALSTRS) waiver for interim principal Glenda Thompson at Orangethorpe School.

MD:cs