

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.

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, February 9, 2010

3:30 p.m. Board Workshop, 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.

3:30 p.m.- Board Workshop

Board follow-up to CSBA annual education conference held on December 3-5, 2009.

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 – 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

Pledge of Allegiance

Introductions/Recognitions

Stephanie Williams Guppy, Maple School, National Board Certification  
Barbara Giasone, Orange County Register  
Beechwood School, International Baccalaureate Middle Years Program  
Hermosa Drive School, Golden Bell Award

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA, DELAC

### 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 January 19, 2010

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

#### Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered D22B0024 through D22B0025, D22C0057 through D22C0063, D22D0351 through D22D0389, D22M0086 through D22M0089, D22R0411 through D22R0438, D22S0125 through D22S0129, D22T0030 through D22T0031, D22V0056, and D22X0361 through D22X0371 for the 2009/2010 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 120569 through 120665 and out-of-date sequence purchase orders numbered DJ-120008 and GS-120007 for the 2009/2010 school year.

1e. Approve/Ratify warrants numbered 72555 through 72769 for the 2009/2010 school year in the amount of \$2,058,939.02.

1f. Approve/Ratify Nutrition Services warrants numbered 7411 through 7450 for the 2009/2010 school year totaling \$508,812.05.

1g. Approve Consultant Agreement between Fullerton School District and Renee Hill at Maple School for additional days of training for the 2009/2010 school year.

1h. Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on February 13 and 20, 2010.

1i. Approve Independent Contractor Agreement with Catapult Learning to provide tutoring services for Annunciation Catholic School for 2009/2010.

1j. Approve/Ratify Agreement between Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) as part of Beginning Teacher Support and Assessment (BTSA) program training and Level II Technology Proficiency for the 2009/2010 school year.

1k. Approve Intranet Network Support Services Agreement for Web filtering with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for 2010-2013 school years.

1l. Approve Kristin Montoya to attend out-of-state California Association of Directors of Activities (CADA) 2010 Annual Conference in Reno, Nevada, March 3-6, 2010.

1m. Approve/Ratify rate increase for Rutan & Tucker, LLP, effective July 1, 2009.

1n. Approve health care/counseling programs/clinical training/field experience agreement between California State University, Fullerton (CSUF), and Fullerton School District, commencing February 10, 2010 through June 30, 2013.

1o. Approve student teaching agreement with National University, commencing February 10, 2010.

1p. Adopt Resolutions 09/10-B009 through 09/10-B015 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 with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of February 13, 2010 through February 13, 2011.

1r. Approve/Ratify 2009/2010 Independent Contractor Agreement between California State University, Fullerton and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1s. Approve/Ratify 2009/2010 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1t. Approve/Ratify 2009/2010 Subcontract Agreement between La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

#### Discussion/Action Items

2a. Approve proposed settlement agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for the 2009/2010 school year and required AB 1200 disclosures.

2b. Adopt Resolution #09/10-11 to contract services with Public Agency Retirement Services (PARS) for a supplementary retirement plan.

2c. Approve agreement between Public Agency Retirement Services (PARS) and the Fullerton School District for administrative services establishing an IRC 403(b) fixed annuity, effective February 9, 2010.

2d. Approve New Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel.

2e. Approve Consultant Agreement between Fullerton School District and Golnaz Agahi, SocialWise Consulting Services to provide support for the District's 2010 Fiscal Year Readiness and Emergency Management for Schools (REMS) grant application for the 2009/2010 school year beginning February 9, 2010.

Administrative Reports

3a. "Sunshine" Fullerton School District's proposal to negotiate successor agreement with Fullerton Elementary Teachers Association (FETA), 2010-2013 school years.

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, February 23, 2010, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, January 19, 2010  
4:00 p.m. Board Workshop, 4:30 p.m. Closed Session, 5:30 p.m. Open Session  
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:06 p.m. and President Berryman 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 public comments at this time.

Board Workshop

Trustee Duncan- He shared about his attendance at the California School Boards Association (CSBA) Annual Education Conference held on December 3-5, 2009. He attended a workshop entitled *Going Green: Irvine USD's Journey Towards Greater Energy Efficiency*. Irvine Unified School District began an energy efficient program to save money for the District. He submitted paperwork with more information to the Board of Trustees and the Executive Cabinet members. Trustee Duncan also attended a workshop presented by Atkinson, Andelson, Loya, Ruud & Romo, *How to Do More with Less Money in Special Education*. He submitted paperwork with more information to the Board of Trustees and the Executive Cabinet members. Mrs. Morey, Assistant Superintendent of Educational Services, clarified that not all districts have Special Education Local Plan Areas (SELPA). Some district's are self insured, and therefore, do not require a SELPA.

President Berryman- She shared about her positive experience at the CSBA conference. She attended the Board President Workshop. She obtained valuable information about working together as a Board and congratulated the Board for their excellent working relationship. She shared the idea about Community Conferences in which stakeholders from the community meet to brainstorm about topics that concern the community. She shared that Sharon Quirk, City of Fullerton Councilmember, will be hosting a "Meet the Chief of Police" meeting on February 25, 2010.

Trustee Ballard- She appreciates the opportunity of being able to recognize schools at future Board meetings.

Trustee Duncan- He would like to receive more information regarding 21<sup>st</sup> Century learning. Dr. Mitch Hovey, Superintendent, previously has shared information about 21<sup>st</sup> Century learning.

President Berryman- She stated that the Board Workshop would continue at the upcoming Board meeting on February 9, 2010.

Recess to Closed Session – Agenda:

At 4:30 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 5:50 p.m., and Justin Kim, Parks Jr. High School ASB President, led the pledge of allegiance to the flag. It was moved by Minard Duncan, seconded by

Hilda Sugarman and carried 5-0 that pursuant to California Education Code section 48916, student #08/09-02 be readmitted to the schools of the Fullerton School District having satisfied the conditions of the Rehabilitation Plan developed by the District at the time of the expulsion. Student is eligible for readmission on or after January 29, 2010. It was moved by Hilda Sugarman, seconded by Minard Duncan and carried 5-0 that pursuant to California Education Code section 48916, student #08/09-03 be readmitted to the schools of the Fullerton School District having satisfied the conditions of the Rehabilitation Plan developed by the District at the time of the expulsion. Student is eligible for readmission on or after January 29, 2010.

President Berryman- She thanked Hilda Sugarman, 2009 Board President, for her every day commitment to the students and community of Fullerton. She presented Trustee Sugarman with a framed student art piece thanking her for her dedication. Trustee Sugarman thanked the Board for the art piece she received.

#### Introductions/Recognitions

Dr. Mitch Hovey and President Berryman introduced long-time Fullerton School District volunteer, Mr. Ed Ginter. They presented Mr. Ginter the *Above and Beyond Award* for working with Fullerton School District students. Mr. Ginter has volunteered hundreds of hours at several school sites including Richman School, Orangethorpe School and Nicolas Junior High School. Two students from Nicolas Junior High School thanked Mr. Ginter for the many volunteer hours he has dedicated to them and other students. Lauralyn Eschner thanked Mr. Ginter for his support for All the Arts. Ms. Eschner presented Mr. Ginter a certificate of appreciation on behalf of the All the Arts for All the Kids Foundation. President Berryman thanked Mr. Ginter and other volunteers for their time and dedication towards students.

President Berryman announced that item 2d would be addressed at this time.

#### 2d. Hear presentation and accept report of 2008/2009 regular audit

Jeff Nigro with the firm of Nigro, Nigro & White, PC, presented and briefly discussed the audit results. It was moved by Lynn Thornley, seconded by Minard Duncan, and carried 5-0 to accept report of 2008/2009 regular audit.

Parks Junior High School students, Justin Kim and Lindsay Angeli, presented an overview of the school's many programs and activities. Parks Junior High School Assistant Principal, Erik Bagger, assisted in them in this presentation.

#### Public Comments

There were no comments at this time.

#### Superintendent's Report

Dr. Hovey welcomed and wished everyone a happy new year. He congratulated Fisler School for their Apple Distinguished Award. Fisler School has received this award three consecutive years. Fisler School will be recognized for their Apple Distinguished Award at the February 23, 2010, Board meeting. He thanked Fisler School staff for their hard work in receiving this honor. Dr. Hovey will be attending the County School Board meeting on January 21, to recognize Hermosa Drive School for being the recipient of the Golden Bell Award and Beechwood School as an International Baccalaureate Middle Years School Program. He was sad to announce the passing of Bob Buchi, husband of FJUHSD Board member Marilyn Buchi. A scholarship fund was created by FJUHSD in memory of Mr. Buchi.

#### Information from the Board of Trustees

Trustee Sugarman- She wished everyone a happy new year. She had the opportunity to visit Parks Jr. High School and listen to Leon Leyson, a Holocaust survivor. Mr. Leyson received the Honorary

Service Award from Parks Jr. High School PTA. She thanked Ed Ginter for making a difference in children's lives. Trustee Sugarman stated we have a lot to be thankful for. She stated that volunteering an hour or two a week does make a difference.

Trustee Ballard- She shared that the Rotary Club of Fullerton will donate \$1,500.00 to the Ladera Vista Jr. High library to purchase books. The Rotary Club anticipates donating money each year to other schools towards purchasing books.

Trustee Duncan- He shared that the Board of Trustees had the opportunity to share information regarding the CSBA conference. Richman School had a dental clinic and 50 children received dental services. There were approximately 95 volunteers for the dental clinic. A future dental clinic will be held in May at Valencia Park School.

Trustee Thornley- She visited the State of Virginia and they are also facing similar issues as California. She said that California is not alone in the woes of budgetary issues.

President Berryman- She attended the Personnel Commission meeting. It was a wonderful opportunity to share information and update the Personnel Commission. They are a great group of people. Some of the Board had the opportunity to visit GLAD trainings held at different sites. She visited the GLAD training held at Woodcrest School.

#### Information from PTA, FETA, CSEA, FESMA, DELAC

PTA Council President Luz Howchin- The upcoming PTA Council meeting will be held on January 26. PTA will be hosting the "Beauty Is..." Reflections Program at the Orange County Department of Education (OCDE). She shared her concern about several PTA officers not being able to continue serving in the future because of the economy's downturn and needing to return to work.

FETA President Andy Montoya- no report.

CSEA President Al Lacuesta- no report.

FESMA- Paula Pitluk- She thanked Kathy Ikola and Carmen Serna for keeping the schools up to date with weather information. Fern Drive, Golden Hill, and Sunset Lane Schools are preparing for their California Distinguished School site visits. She thanked Sherry Dustin and the junior high school principals for their collaboration with the elementary schools for transition of sixth graders to junior high school.

#### Approve Minutes

Moved by Minard Duncan, seconded by Lynn Thornley and carried 5-0 to approve the minutes of the Regular meeting on December 8, 2009, and the minutes of the Special meeting on January 7, 2010.

#### Consent Items

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 D22C0045 through D22C0056, D22D0287 through D22D0350, D22M0078 through D22M0085, D22R0328 through D22R0410, D22S0118 through D22S0124, D22T0028 through D22T0029, D22V0040 through D22V0055, D22X0331 through D22X0360, and D22Y0025 through D22Y0027 for the for the 2009/2010 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120453 through 120568 and out-of-date sequence purchase orders numbered DJ-120007 and GS-120005 and processed food and commodity purchase order numbered GS-120006, for the 2009/2010 school year.



- 1e. Approve/Ratify warrants numbered 72153 through 72554 for the 2009/2010 school year in the amount of \$2,058,095.96.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7339 through 7410 for the 2009/2010 school year totaling \$266,200.32.
- 1g. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1 – December 31, 2009).
- 1h. Approve Classified Tuition Reimbursements.
- 1i. Approve/Ratify Classified Personnel Report.
- 1j. Approve/Ratify warrant number 1063 for the 2009/2010 school year in the amount of \$718.73 (District 40, Van Daele).
- 1k. Approve/Ratify warrant number 1095 for the 2009/2010 school year in the amount of \$1,168.37 (District 48, Amerige Heights).
- 1l. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545 and 17546.
- 1m. Approve Consultant Agreement for Deana Hippie to provide professional development training in writing at Fern Drive, Raymond, and Sunset Lane Schools on January 29, 2010.
- 1n. Approve Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for staff development on physical fitness testing to physical education teachers on January 29, 2010.
- 1o. Approve submission of the 2009/2010 Consolidated Application, Part II to the California Department of Education (CDE) for funding Categorical Aid Programs.
- 1p. Approve Holly Steele to attend out-of-state National Conference on Science Education in Philadelphia, Pennsylvania, March 18-21, 2010.
- 1q. Approve/Ratify Interagency Agreement between Maxim Health Care and the Fullerton School District for Special Education Student (ID# 790043) for nursing support by a private duty nurse/attendant from Maxim Health Care.
- 1r. Amend Interagency Agreement between Gallagher Pediatric Therapy and the Fullerton School District for Occupational and Physical Therapy for the 2009/2010 school year.
- 1s. Approve 2010-2013 Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE).
- 1t. Approve format of School Accountability Report Card for grade levels K-8.

For Consent Agenda Item 1p, Trustee Ballard congratulated Holly Steele for attending the National Conference on Science Education; Trustee Thornley stated that Ms. Steele's attendance at this Conference will help develop 21<sup>st</sup> Century learning.

### Discussion/Action Items

2a. Approve revised Board Policy 6158, Instruction, Independent Study

Moved by Ellen Ballard, seconded by Minard Duncan, and carried 5-0 to approve revised Board Policy 6158, Independent Study.

2b. Approve revised Board Policy 6174, Instruction, Education for English Language Learners.

Moved by Hilda Sugarman, seconded by Lynn Thornley, and carried 5-0 to approve revised Board Policy 6174, Education for English Language Learners.

Item 2c was pulled from the Agenda.

2c. Approve Pupil Attendance Calendars for 2010/2011 and 2011/2012 school years.

Item 2d was previously addressed.

2d. Hear presentation and accept report of 2008/2009 regular audit.

### Administrative Reports

3a. First Reading of New Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel

There was some discussion among the Board Members regarding the language in New Board Policy 3315. Trustee Sugarman expressed her concern with the use of the wording "discourages students and parents/guardians from giving gifts to staff members." Trustee Ballard stated that giving a gift to staff is more difficult compared to giving a gift to the classroom. Trustee Duncan does not want parents or students to feel uncomfortable when giving gifts to staff. FETA President Andy Montoya expressed his concerns regarding the use of the word "discourages". It was determined that "discourages" would be removed from the Policy.

3b. Overview of Child Development Services.

Marilee Cosgrove, Director of Child Development Services, presented a comprehensive PowerPoint that described Child Development Services Programs such as: Community Based English Tutoring (CBET), School Readiness, State Preschool and Beechwood Fee Based, Kid Zone Based School Age Child Care, and State Funded After School Education and Safety.

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

Continue the Board Workshop regarding CSBA at the February 9, 2010 Regular meeting.

### Adjournment

President Berryman adjourned the Regular meeting on January 19, 2010 at 7:33 p.m.

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, and resignation(s) and leave(s) 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 FEBRUARY 9, 2010**

**NEW HIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Lauren Brewer	Substitute Teacher	Employ	100	01/15/10
Gina Brown	Substitute Teacher	Employ	100	01/05/10
Sally Choi	Substitute Teacher	Employ	100	01/08/10
Norman Dachtler	Substitute Teacher	Employ	100	01/07/10
Marla Dorsey	Substitute Teacher	Employ	100	01/06/10
Karin Duncan	Substitute Teacher	Employ	100	01/20/10
Karen Ellison	Substitute Teacher	Employ	100	01/08/10
Lisa Greenwood	Substitute Teacher	Employ	100	01/11/10
Patricia Keele	Substitute Teacher	Employ	100	01/08/10
Sunmi Park	Substitute Teacher	Employ	100	01/08/10

**RESIGNATION(S) AND LEAVE(S) OF ABSENCE**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Steve Saline	4 <sup>th</sup> Grade/Raymond	Leave of Absence	02/04/10-06/17/11
Denise Vernak	6 <sup>th</sup> Grade/Richman	Leave of Absence	02/18/10-11/30/10
Deborah Warren	Program Specialist III/ Student Support Services	Resignation	02/19/2010

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 February 9, 2010.

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Clerk/Secretary

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**SUBJECT:** **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

GC:ds  
Attachment

FULLERTON SCHOOL DISTRICT  
*Gifts – February 9, 2010*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Beechwood	Jill Stecher (Parent)	Monetary donation of \$35.00 for general school supplies
Beechwood	Jill Stecher (Parent)	Monetary donation of \$52.50 for general school supplies
Beechwood	Western Digital Corporation (Community Partner)	Monetary donation of \$105.00 for general school supplies
District Office	Sam's Club, Mr. Va'a Tuilesu (Community Partner)	Monetary donation of \$50.00 for Junior High School Principals/ Cabinet meeting
Fern Drive	John Vechil (Parent)	Donation of instructional supplies valued at approximately \$500.00
Fern Drive	Fern Drive PTA (PTA)	Monetary donation of \$5,000.00 for Math & Music programs
Fern Drive	Lifetouch National School Studios (Community Partner)	Monetary donation of \$409.00 for school pictures
Fisler	Edna Silva (Sibling of Student)	Monetary donation of \$150.00 for Technology program
Fisler	Toyota Motor Sales, Inc. (Community Partner)	Monetary donation of \$200.00 for Fisler Foundation
Ladera Vista Jr. High	Robert & Martina Jackovich (Parent)	Monetary donation of \$500.00 for LV Productions class
Laguna Road	Laguna Road School PTA (PTA)	Monetary donation of \$5,750.00 for class enrichment funds
Laguna Road	Sandip & Raman Grewal (Parent)	Monetary donation of \$1,000.00 for the school
Nicolas Jr. High	Blanca Gomez (District Employee)	Donation of instructional materials valued at \$206.76
Nicolas Jr. High	Wachovia Bank (Community Partner)	Monetary donation of \$1,000.00 for Athletics & Speech programs
Pacific Drive	Anaheim United Methodist Women (Community Partner)	Monetary donation of \$4,000.00 for Accelerated Reader program
Pacific Drive	Fullerton Presbyterian Church (Community Partner)	Monetary donation of \$1,000.00 for Accelerated Reader program

FULLERTON SCHOOL DISTRICT  
*Gifts – February 9, 2010*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks Jr. High	Wells Fargo Foundation (Community Partner)	Monetary donation of \$1,000.00 for Technology program
Parks Jr. High	David & Mary Kwon (Parent)	Monetary donation of \$150.00 for Vocal program
Rolling Hills	Fullerton Education Foundation (Community Partner)	Monetary donation of \$516.96 for Multi-age program ABC Garden

CONSENT ITEM

**DATE:** February 9, 2010

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

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

**PREPARED BY:** Suwen Su, Director of Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED D22B0024 THROUGH D22B0025, D22C0057 THROUGH D22C0063, D22D0351 THROUGH D22D0389, D22M0086 THROUGH D22M0089, D22R0411 THROUGH D22R0438, D22S0125 THROUGH D22S0129, D22T0030 THROUGH D22T0031, D22V0056, AND D22X0361 THROUGH D22X0371 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 D22B0024 through D22B0025, D22C0057 through D22C0063, D22D0351 through D22D0389, D22M0086 through D22M0089, D22R0411 through D22R0438, D22S0125 through D22S0129, D22T0030 through D22T0031, D22V0056, and D22X0361 through D22X0371 for the 2009/2010 fiscal year.

GC:SS:ds  
Attachment



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/09/2010**

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22B0024	STECK VAUGHN COMPANY	22,083.54	22,083.54	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0025	HOUGHTON MIFFLIN COMPANY	2,313.07	2,313.07	0138055103 4100	Instructional Material K 8 / Textbooks
D22C0057	ORANGE CNTY DEPARTMENT OF EDUC	450.00	450.00	1231852101 5210	Pre K Family Literacy Instr / Conferences and Meetings
D22C0058	SAN DIEGO CNTY OFFICE OF EDUCA	125.00	125.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
D22C0059	THINK SOCIAL PUBLISHING INC	1,180.00	1,180.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
D22C0060	IDEAS UNLIMITED SEMINARS LLC	199.00	199.00	0121225101 5210	Title I Richman Instruction / Conferences and Meetings
D22C0061	HEALTH ED	338.00	338.00	0124854321 5210	Spec Ed Preschool Psychologist / Conferences and
D22C0062	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0124854321 5210	Spec Ed Preschool Psychologist / Conferences and
D22C0063	ORANGE CNTY DEPARTMENT OF EDUC	30.00	30.00	0124854321 5210	Spec Ed Preschool Psychologist / Conferences and
D22D0351	AMAZON.COM	128.92	128.92	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
D22D0352	TOY CONNECTION	30.46	30.46	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0353	PERMA BOUND	306.19	306.19	0111925109 4310	Phelps Grant Richman School / Materials and Supplies Instr
D22D0354	OFFICE DEPOT BUSINESS SERVICE	188.71	188.71	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
D22D0355	R AND D INSTRUCTIONAL SOLUTION	103.31	103.31	0130410103 4310	SBCP Instr Acacia / Materials and Supplies Instr
D22D0356	SUPPLY MASTER	502.58	502.58	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
D22D0357	FITNESS FINDERS INC	83.32	83.32	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0358	APPLE COMPUTER INC.	1,458.76	1,458.76	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22D0359	SUPPLY MASTER	1,729.13	1,729.13	0122417101 4310	Title III Limited Engl Ladera / Materials and Supplies Instr
D22D0360	SCHOLASTIC BOOK CLUBS	306.68	306.68	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22D0361	SCHOLASTIC BOOK CLUBS	208.80	208.80	0122428101 4310	Title III Ltd Engl Val Park / Materials and Supplies Instr
D22D0362	SCANTRON	1,779.77	1,779.77	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
D22D0363	HERE COMES MONEY INC	565.50	565.50	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
D22D0364	NASCO WEST INC	814.06	814.06	0110217189 4310	Arts Crafts Design Ladera / Materials and Supplies Instr
D22D0365	AMAZON.COM	1,257.49	502.99	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 02/09/2010

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0365	*** CONTINUED ***				
			754.50	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22D0366	AMAZON.COM	667.12	266.85	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			400.27	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22D0367	AMAZON.COM	137.03	54.81	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			82.22	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22D0368	SUPPLY MASTER	81.55	81.55	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22D0369	SUPPLY MASTER	521.99	521.99	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22D0370	SUPPLY MASTER	5,179.41	5,179.41	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
D22D0371	AMAZON.COM	166.62	166.62	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22D0372	AMAZON.COM	129.92	129.92	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22D0373	SCHOLASTIC INC	248.12	248.12	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22D0374	AMAZON.COM	487.70	487.70	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
D22D0375	AMAZON.COM	230.05	230.05	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
D22D0376	AMAZON.COM	1,906.30	1,906.30	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
D22D0377	FLINN SCIENTIFIC	191.09	191.09	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
D22D0378	STAPLES 025724519	122.18	122.18	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
D22D0379	AMAZON.COM	50.86	50.86	0122426101 4310	Title III Limited Engl R Hills / Materials and Supplies Inst
D22D0380	GOV CONNECTION	243.60	243.60	0122426101 4310	Title III Limited Engl R Hills / Materials and Supplies Inst
D22D0381	OFFICE DEPOT BUSINESS SERVICE	52.07	52.07	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
D22D0382	SCHOLASTIC INC	194.29	194.29	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
D22D0383	HERE COMES MONEY INC	543.75	543.75	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
D22D0384	SUPPLY MASTER	396.21	396.21	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
D22D0385	S&S WORLDWIDE INC	970.00	970.00	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0386	NASCO WEST INC	993.03	993.03	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/09/2010**

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0387	SOUTHWEST SCHOOL SUPPLY	93.96	93.96	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
D22D0388	WOLVERINE SPORTS SUPPLY	269.98	269.98	0109730109 4310	Suppl Grant Support Fisler / Materials and Supplies Instr
D22D0389	FREE WILL PRINTING COMPANY	164.75	164.75	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
D22M0086	TRAFFIC CONTROL SERVICE INC	1,467.93	1,467.93	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0087	LIGHTING CONTROL SERVICES	1,300.00	1,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0088	JOHN COMMERCIAL SERVICES	1,152.50	1,152.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0089	CASE PARTS	96.55	96.55	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22R0411	OFFICE DEPOT BUSINESS SERVICE	77.66	77.66	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0412	PEARSON ASSESSMENT INC	3,093.09	3,093.09	0111555103 4310	Gifted and Talented Education / Materials and Supplies
D22R0413	HIGHTER, SHANNON	94.83	94.83	0107723109 4310	School Grants Parks / Materials and Supplies Instr
D22R0414	SMITH, ORBA	77.59	77.59	0107723109 4310	School Grants Parks / Materials and Supplies Instr
D22R0415	AEROMARK	21.75	21.75	0136723101 4310	API Discretionary Parks Jr-Hi / Materials and Supplies Instr
D22R0416	ORANGE CNTY DEPARTMENT OF EDUC	250.00	250.00	0130417103 5310	SBCP Instr Ladera Vista / Dues and Memberships
D22R0417	OFFICE DEPOT BUSINESS SERVICE	232.67	232.67	0151454391 4350	Special Services / Materials and Supplies Office
D22R0418	WARREN, DEBORAH L	51.96	51.96	0151454391 4350	Special Services / Materials and Supplies Office
D22R0419	COSGROVE, MARILEE	127.83	127.83	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
D22R0420	MINKO, THERESA	2,000.00	250.00	1208111101 5805	Preschool Instr Beechwood / Consultants
			1,000.00	1231019101 5805	Preschool Instruction / Consultants
			750.00	1231852101 5805	Pre K Family Literacy Instr / Consultants
D22R0421	BOB BAKER MARIONETTES, THE	4,550.00	350.00	1208111101 5805	Preschool Instr Beechwood / Consultants
			2,400.00	1231019101 5805	Preschool Instruction / Consultants
			1,800.00	1231852101 5805	Pre K Family Literacy Instr / Consultants
D22R0422	ORANGE CNTY DEPARTMENT OF EDUC	736.25	736.25	0111611109 4310	Donations Instr Beechwood / Materials and Supplies Instr
D22R0423	FORUM MUSIC FESTIVALS	65.00	65.00	0141655109 5805	Fine Arts Donations Instr / Consultants
D22R0424	PRO ED	242.26	242.26	0124854101 4315	Spec Ed Preschool Instr / Materials Test Kits Protocols

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/09/2010**

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22R0425	PEARSON ASSESSMENT INC	426.87	426.87	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0426	PEARSON ASSESSMENT INC	249.58	249.58	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
D22R0427	PEARSON ASSESSMENT INC	105.92	105.92	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
D22R0428	AT&T MOBILITY	570.64	285.32	0132952271 4350	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
			285.32	1231019271 4350	Preschool Administration / Materials and Supplies Office
D22R0429	STECK VAUGHN COMPANY	6,904.75	6,904.75	0124154102 4100	ARRA IDEA Basic Local Enhance / Textbooks
D22R0430	DESAI, SHITAL	415.92	415.92	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
D22R0431	RIGHT CONNECTION, THE	283.48	283.48	0111611179 4310	Phys Ed Instr Beechwood / Materials and Supplies Instr
D22R0432	SCHOLASTIC MAGAZINES	161.92	161.92	0122417101 4310	Title III Limited Engl Ladera / Materials and Supplies Instr
D22R0433	PATHFINDER RANCH	625.00	625.00	0110228109 5850	Instr Valencia Park DC / Admission Fees
D22R0434	MIND INSTITUTE	2,500.00	2,500.00	0122419101 4310	Title III Limited Engl Maple / Materials and Supplies Instr
D22R0435	SULLIVAN, HAROLD	315.38	315.38	0111618109 4310	Donations Instr Laguna Rd / Materials and Supplies Instr
D22R0436	TANAKA FARMS.LLC	297.11	74.28	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			74.28	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			74.28	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			74.27	1208530101 4310	Childcare Instr Fislser / Materials and Supplies Instr
D22R0437	SAM ASH MUSIC STORES	1,091.53	1,091.53	0130426103 6410	SBCP Instr Rolling Hills / New Equip Less Than \$10,000
D22R0438	CDW.G	48.94	48.94	0150655359 4350	STAR Testing Prog (Mandate) DC / Materials and Supplies
D22S0125	GALE SUPPLY COMPANY	9,430.61	9,430.61	0100000000 9320	Unrestricted / Stores
D22S0126	BEST BUY CHEMICAL AND SUPPLY	707.53	707.53	0100000000 9320	Unrestricted / Stores
D22S0127	PIONEER CHEMICAL COMPANY	1,842.51	1,842.51	0100000000 9320	Unrestricted / Stores
D22S0128	UNISOURCE	27,293.67	27,293.67	0100000000 9320	Unrestricted / Stores
D22S0129	ALPHA SCIENTIFIC MEDICAL INC	644.62	644.62	0100000000 9320	Unrestricted / Stores
D22T0030	SOUTHERN COUNTIES OIL CO	18,441.63	1,475.33	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			8,114.32	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 02/09/2010

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22T0030	*** CONTINUED ***		8,851.98	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22T0031	PETRO-DIAMOND INC	24,370.85	1,949.67	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			10,723.17	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			11,698.01	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22V0056	APPLE COMPUTER INC.	21,157.36	375.64	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			7,711.71	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
			13,070.01	0130212101 6410	Econ Impact Aid Commonwealth / New Equip Less Than
D22X0361	COYNE AND ASSOCIATES EDUCATION	45,016.00	45,016.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0362	ASSISTIVE TECHNOLOGY EXCHANGE	1,000.00	1,000.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
D22X0363	ASSISTIVE TECHNOLOGY EXCHANGE	1,800.00	1,800.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
D22X0364	ASSISTIVE TECHNOLOGY EXCHANGE	400.00	400.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
D22X0365	ASSISTIVE TECHNOLOGY EXCHANGE	550.00	550.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
D22X0366	MCINTOSH CENTER FOR THE DISABL	550.00	550.00	0142054201 5805	Special Ed Administration / Consultants
D22X0367	DAILY JOURNAL CORPORATION	67.20	67.20	0153150759 5902	Warehouse DC / Communications Advertisement
D22X0368	ADMINISTRATORS NORTHWEST INC	10,000.00	5,000.00	0152451749 3901	Risk Management Discretionary / Other Benefits
			5,000.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classified
D22X0370	HOME DEPOT, THE	225.00	225.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22X0371	AT&T MOBILITY	2,000.00	1,000.00	0132952101 5900	Aftr Schl Ed Sfty Grt Cohort 6 / Communications
			1,000.00	1231019271 5900	Preschool Administration / Communications
	Fund 01 Total:	233,784.91			
	Fund 12 Total:	11,630.85			
	Total Amount of Purchase Orders:	245,415.76			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

02/09/2010

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22M0054	AIR FILTRATION SOLUTIONS	8,096.39	+654.15	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0083	WOLVERINE BRASS INC	350.47	+96.19	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22X0098	OCCUPATIONAL HEALTH CENTERS OF	5,000.00	+2,500.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
D22X0162	VERIZON WIRELESS	436.38	+36.38	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
D22X0189	PEPPER MUSIC, J W	565.00	+125.00	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
D22X0191	SMART AND FINAL STORES CORPORA	2,250.00	+500.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
D22X0196	KONICA MINOLTA BUSINESS SOLUTI	2,000.00	+1,200.00	0110210109 5630	Instruction Acacia DC / Rents and Leases
D22X0203	KONICA MINOLTA BUSINESS SOLUTI	8,761.00	-820.00	0110217109 5630	Instruction Ladera Vista DC / Rents and Leases
			+1,029.00	0122417101 5630	Title III Limited Engl Ladera / Rents and Leases
			+2,319.00	0130217101 5630	Econ Impact Aid Ladera Vista / Rents and Leases
D22Z0036	HOWARD INDUSTRIES INC	3,500.00	+2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	<b>Fund 01 Total:</b>		<b>10,139.72</b>		
	<b>Total Amount of Change Orders:</b>		<b>10,139.72</b>		

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS**

BOARD OF TRUSTEES

02/09/2010

FROM 12/19/2009 TO 01/15/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0237	AMERICAN SHREDDING	65.00	65.00	0151454391 4350	Special Services / Materials and Supplies Office
D22M0079	PIGNX COMPANY	1,152.50	1,152.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22X0369	ADMINISTRATORS NORTHWEST INC	5,000.00	5,000.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classified
	<b>Fund 01 Total:</b>	<b>6,217.50</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>6,217.50</b>			

**Full Elem CFD2000-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/09/2010

FROM 12/19/2009 TO 01/15/2010

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



Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

02/09/2010

FROM 12/19/2009 TO 01/15/2010

PO  
NUMBER    VENDOR

PO            CHANGE ACCOUNT  
TOTAL        AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/09/2010

FROM 12/19/2009 TO 01/15/2010

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

**Full Elem CFD2001-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 02/09/2010

FROM 12/19/2009 TO 01/15/2010

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

02/09/2010

FROM 12/19/2009 TO 01/15/2010

PO  
NUMBER    VENDOR

PO  
TOTAL

CHANGE    ACCOUNT  
AMOUNT    NUMBER

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/09/2010

FROM 12/19/2009 TO 01/15/2010

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

CONSENT ITEM

**DATE:** February 9, 2010

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

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

**PREPARED BY:** Lisa Reynoso, Director, Nutrition Services

**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 120569 THROUGH 120665 AND OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED DJ-120008 AND GS-120007 FOR THE 2009/2010 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated December 19, 2009, through January 15, 2010, contains purchase orders numbered 120569 through 120665 and out-of-date sequence purchase orders numbered DJ-120008 and GS-120007 for the 2009/2010 school year totaling \$721,718.88. Please note that purchase orders numbered 120582 and 120583 were voided.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 120569 through 120665 and out-of-date sequence purchase orders numbered DJ-120008 and GS-120007 for the 2009/2010 school year.

GC:LR:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report  
12-19-09 through 01-15-2010

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
NONE				
<b>Out of Date Sequence P.O.'s</b>				
12/1/2009	DJ Co-ops	DJ-120008	Commodity	2,739.15
12/6/2009	Gold Star Foods	GS-120007	Commodity	1,003.67
<b>Processed Food &amp; Commodity P.O.'s</b>				
NONE				
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				3,742.82
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Summary Report				717,976.06
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 721,718.88</b>

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120569	12/22/2009	Papa John's Pizza Open PO from January, 2010 thru June, 2010	9,100	560	11
120570	12/22/2009	Papa John's Pizza Open PO from January, 2010 thru June, 2010	9,800	560	30
120571	12/22/2009	Papa John's Pizza Open PO from January, 2010 thru June, 2010	28,000	2,135	17
120572	12/22/2009	Papa John's Pizza Open PO from January, 2010 thru June, 2010	29,400	2,016	20
120573	12/22/2009	Papa John's Pizza Open PO from January, 2010 thru June, 2010	21,700	1,512	23
120574	12/22/2009	Papa John's Pizza Open PO from January, 2010 thru June, 2010	34,300	2,149	90
120575	12/22/2009	Coca Cola Co. Open PO from January, 2010 thru June, 2010	6,490	0	17
120576	12/22/2009	Coca Cola Co. Open PO from January, 2010 thru June, 2010	3,350	0	20
120577	12/22/2009	Coca Cola Co. Open PO from January, 2010 thru June, 2010	5,440	0	23
120578	12/22/2009	Coca Cola Co. Open PO from January, 2010 thru June, 2010	4,915	0	90
120579	12/22/2009	ASR Food Distributors, Inc. Open PO from January, 2010 thru June, 2010	12,005	0	90
120580	12/22/2009	Driftwood Dairy Dairy purchases for January, 2010	5,949	0	90
120581	12/22/2009	Gold Star Foods Open PO from January, 2010 thru June, 2010	34,894	0	90
120584	12/31/2009	Swift Produce	1,621	0	90
120585	01/04/2010	Gold Star Foods Jan Lunch Menu	1,974	987	99
120586	01/04/2010	Fullerton School District Estimated Payroll	282,389	0	90
120587	01/04/2010	Joseph Webb Foods, Inc.	1,208	0	99
120588	01/04/2010	Form Plastics	3,450	0	99
120589	01/04/2010	Campus Foods	818	0	99
120590	01/04/2010	Gold Star Foods	892	0	99
120591	01/04/2010	ASR Food Distributors, Inc.	139	0	99
120592	01/04/2010	A & R Distributors Open PO from January, 2010 thru June, 2010	31,775	0	17
120593	01/04/2010	A & R Distributors Open PO from January, 2010 thru June, 2010	19,944	0	20



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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120594	01/04/2010	A & R Distributors Open PO from January, 2010 thru June, 2010	30,248	30	23
120595	01/04/2010	A & R Distributors Open PO from January, 2010 thru June, 2010	14,182	0	30
120596	01/04/2010	A & R Distributors Open PO from January, 2010 thru June, 2010	15,098	69	11
120597	01/04/2010	A & R Distributors Open PO from January, 2010 thru June, 2010	4,540	0	90
120598	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,077	134	10
120599	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,077	0	11
120600	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,077	0	12
120601	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,077	0	13
120602	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,077	0	15
120603	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,077	0	16
120604	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,755	0	17
120605	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	1,996	0	18
120606	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,638	0	19
120607	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	3,693	0	20
120608	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,982	0	21
120609	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,819	0	22
120610	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,081	0	23
120611	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,059	0	24
120612	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	3,742	0	25
120613	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	1,878	0	26
120614	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	1,878	0	27
120615	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	3,181	1,194	28
120616	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,819	0	29

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120617	01/04/2010	Driftwood Dairy Dairy purchases for January, 2010	2,159	0	30
120618	01/04/2010	P & R Open PO from January, 2010 thru June, 2010	24,048	0	99
120619	01/04/2010	Swift Produce	2,240	693	90
120620	01/05/2010	ASR Food Distributors, Inc. Feb Breakfast	2,292	0	99
120621	01/05/2010	ASR Food Distributors, Inc. Feb Breakfast	1,308	0	99
120622	01/05/2010	Gold Star Foods Feb Breakfast	1,145	0	99
120623	01/05/2010	Gold Star Foods Feb Breakfast	948	0	99
120624	01/05/2010	Swift Produce	190	0	90
120625	01/05/2010	Costco Wholesale Costco Membership Renewal for L. Reynoso & A.Colon	90	0	90
120626	01/06/2010	Joseph Webb Foods, Inc.	707	321	99
120627	01/06/2010	Gold Star Foods	984	0	99
120628	01/06/2010	A & R Distributors Feb Breakfast	563	0	99
120629	01/06/2010	A & R Distributors Feb Breakfast	1,365	0	99
120630	01/06/2010	Campus Foods	214	0	99
120631	01/06/2010	Swift Produce	235	0	90
120632	01/07/2010	Campus Foods	2,885	0	99
120633	01/07/2010	Campus Foods	2,986	0	99
120634	01/07/2010	ASR Food Distributors, Inc.	1,206	0	99
120635	01/07/2010	Trade Supplies	2,068	0	99
120636	01/07/2010	P & R	260	0	99
120637	01/07/2010	Gold Star Foods	186	0	99
120638	01/07/2010	Swift Produce	187	0	90
120639	01/08/2010	A & R Distributors	26	0	99

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120640	01/08/2010	P & R	55	0	90
	Dept 6				
120641	01/08/2010	P & R	783	0	99
120642	01/08/2010	State Board of Equaliz	430	0	90
		Sales Tax from October through December 2009			
120643	01/08/2010	Swift Produce	268	0	90
120644	01/08/2010	Swift Produce	530	105	90
120645	01/08/2010	Swift Produce	316	0	90
120646	01/08/2010	Swift Produce	206	0	90
120647	01/08/2010	Swift Produce	94	0	90
120648	01/08/2010	Swift Produce	49	0	90
120649	01/11/2010	ASR Food Distributors, Inc.	145	0	99
120650	01/11/2010	Campus Foods	477	0	99
120651	01/11/2010	Joseph Webb Foods, Inc.	241	0	99
		Jan Lunch Menu			
120652	01/12/2010	ASR Food Distributors, Inc.	1,225	0	90
120653	01/13/2010	A & R Distributors	553	0	99
120654	01/13/2010	Gold Star Foods	203	0	99
120655	01/13/2010	Campus Foods	42	0	99
120656	01/13/2010	ASR Food Distributors, Inc.	2,299	0	99
120657	01/13/2010	ASR Food Distributors, Inc.	972	0	99
120658	01/13/2010	Joseph Webb Foods, Inc.	181	0	99
		Dept 6			
120659	01/14/2010	Fullerton School District	450	0	90
		Repair door of milk cooler at Orangethorpe			
120660	01/14/2010	Premier Food Safety	114	0	90
		Additional employee for the Class			
120661	01/14/2010	ASR Food Distributors, Inc.	63	0	99
		Ladera Vista A la Carte			
120662	01/15/2010	Swift Produce	25	0	90

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120663	01/15/2010	Swift Produce	25	0	90
120664	01/15/2010	Swift Produce	25	0	90
120665	01/15/2010	Swift Produce	25	0	90

P.O.# 120582

120583

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Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	120592	01/04/2010		31,774.90	0.00	0.00	31,774.90
	120593	01/04/2010		19,944.30	0.00	0.00	19,944.30
	120594	01/04/2010		30,248.40	0.00	0.00	30,248.40
	120595	01/04/2010		14,182.10	0.00	0.00	14,182.10
	120596	01/04/2010		15,097.90	0.00	0.00	15,097.90
	120597	01/04/2010		4,539.50	0.00	0.00	4,539.50
	120628	01/06/2010		562.50	0.00	0.00	562.50
	120629	01/06/2010		1,365.00	0.00	0.00	1,365.00
	120639	01/08/2010		26.49	0.00	0.00	26.49
	120653	01/13/2010		552.96	0.00	0.00	552.96
				118,294.05	0.00	0.00	118,294.05
ASR Food Distributors, Inc.	120579	12/22/2009		0.00	0.00	12,005.00	12,005.00
	120591	01/04/2010		138.84	0.00	0.00	138.84
	120620	01/05/2010		2,291.76	0.00	0.00	2,291.76
	120621	01/05/2010		1,307.52	0.00	0.00	1,307.52
	120634	01/07/2010		1,205.76	0.00	0.00	1,205.76
	120649	01/11/2010		145.00	0.00	0.00	145.00
	120652	01/12/2010		0.00	0.00	1,225.00	1,225.00
	120656	01/13/2010		0.00	0.00	2,298.72	2,298.72
	120657	01/13/2010		971.52	0.00	0.00	971.52
	120661	01/14/2010		63.00	0.00	0.00	63.00
				6,123.40	0.00	15,528.72	21,652.12
Campus Foods	120589	01/04/2010		817.80	0.00	0.00	817.80
	120630	01/06/2010		213.61	0.00	0.00	213.61
	120632	01/07/2010		2,884.50	0.00	0.00	2,884.50
	120633	01/07/2010		2,986.08	0.00	0.00	2,986.08
	120650	01/11/2010		477.00	0.00	0.00	477.00
	120655	01/13/2010		41.65	0.00	0.00	41.65
				7,420.64	0.00	0.00	7,420.64
Coca Cola Co.	120575	12/22/2009		6,490.00	0.00	0.00	6,490.00
	120576	12/22/2009		3,350.00	0.00	0.00	3,350.00
	120577	12/22/2009		5,440.00	0.00	0.00	5,440.00
	120578	12/22/2009		4,915.00	0.00	0.00	4,915.00
				20,195.00	0.00	0.00	20,195.00
Costco Wholesale	120625	01/05/2010		0.00	0.00	90.00	90.00
				0.00	0.00	90.00	90.00

\* Totals Are Rounded

## Fullerton School District

## Food Services

## PURCHASE ORDER SUMMARY

( 12/19/2009 - 01/15/2010 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Driftwood Dairy	120580	12/22/2009	0.00	720.00	0.00	5,229.05	5,949.05
	120598	01/04/2010	0.00	0.00	0.00	2,076.92	2,076.92
	120599	01/04/2010	0.00	0.00	0.00	2,076.92	2,076.92
	120600	01/04/2010	0.00	0.00	0.00	2,076.92	2,076.92
	120601	01/04/2010	0.00	0.00	0.00	2,076.92	2,076.92
	120602	01/04/2010	0.00	0.00	0.00	2,076.92	2,076.92
	120603	01/04/2010	0.00	0.00	0.00	2,076.92	2,076.92
	120604	01/04/2010	0.00	0.00	0.00	2,755.16	2,755.16
	120605	01/04/2010	0.00	0.00	0.00	1,996.38	1,996.38
	120606	01/04/2010	0.00	0.00	0.00	2,637.92	2,637.92
	120607	01/04/2010	0.00	0.00	0.00	3,693.16	3,693.16
	120608	01/04/2010	0.00	0.00	0.00	2,981.92	2,981.92
	120609	01/04/2010	0.00	0.00	0.00	2,818.92	2,818.92
	120610	01/04/2010	0.00	0.00	0.00	2,081.16	2,081.16
	120611	01/04/2010	0.00	0.00	0.00	2,058.92	2,058.92
	120612	01/04/2010	0.00	0.00	0.00	3,741.92	3,741.92
	120613	01/04/2010	0.00	0.00	0.00	1,877.92	1,877.92
	120614	01/04/2010	0.00	0.00	0.00	1,877.92	1,877.92
	120615	01/04/2010	0.00	0.00	0.00	3,180.92	3,180.92
	120616	01/04/2010	0.00	0.00	0.00	2,818.92	2,818.92
	120617	01/04/2010	0.00	0.00	0.00	2,159.38	2,159.38
			0.00	720.00	0.00	54,371.09	55,091.09
Form Plastics	120588	01/04/2010	0.00	0.00	3,449.60	0.00	3,449.60
			0.00	0.00	3,449.60	0.00	3,449.60
Fullerton School District	120586	01/04/2010	0.00	0.00	0.00	282,388.90	282,388.90
			0.00	0.00	0.00	282,388.90	282,388.90
Fullerton School District	120659	01/14/2010	0.00	0.00	0.00	450.00	450.00
			0.00	0.00	0.00	450.00	450.00
Gold Star Foods	120581	12/22/2009	0.00	0.00	0.00	34,894.14	34,894.14
	120585	01/04/2010	0.00	1,973.70	0.00	0.00	1,973.70
	120590	01/04/2010	0.00	892.00	0.00	0.00	892.00
	120622	01/05/2010	0.00	433.84	0.00	0.00	433.84
	120623	01/05/2010	0.00	947.77	0.00	0.00	947.77
	120627	01/06/2010	0.00	984.15	0.00	0.00	984.15
	120637	01/07/2010	0.00	185.80	0.00	0.00	185.80
	120654	01/13/2010	0.00	203.20	0.00	0.00	203.20
			0.00	5,620.46	0.00	34,894.14	40,514.60

\* Totals Are Rounded

## Fullerton School District

## Food Services

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PURCHASE ORDER SUMMARY  
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Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Joseph Webb Foods, Inc.	120587	01/04/2010	0.00	1,207.76	0.00	0.00	1,207.76
	120626	01/06/2010	0.00	706.55	0.00	0.00	706.55
	120651	01/11/2010	0.00	240.75	0.00	0.00	240.75
	120658	01/13/2010	0.00	181.08	0.00	0.00	181.08
			0.00	2,336.14	0.00	0.00	2,336.14
P & R	120618	01/04/2010	0.00	0.00	24,047.50	0.00	24,047.50
	120636	01/07/2010	0.00	0.00	260.46	0.00	260.46
	120640	01/08/2010	0.00	0.00	55.02	0.00	55.02
	120641	01/08/2010	0.00	0.00	783.45	0.00	783.45
			0.00	0.00	25,146.43	0.00	25,146.43
Papa John's Pizza	120569	12/22/2009	0.00	9,100.00	0.00	0.00	9,100.00
	120570	12/22/2009	0.00	9,800.00	0.00	0.00	9,800.00
	120571	12/22/2009	0.00	28,000.00	0.00	0.00	28,000.00
	120572	12/22/2009	0.00	29,400.00	0.00	0.00	29,400.00
	120573	12/22/2009	0.00	21,700.00	0.00	0.00	21,700.00
	120574	12/22/2009	0.00	34,300.00	0.00	0.00	34,300.00
			0.00	132,300.00	0.00	0.00	132,300.00
Premier Food Safety	120660	01/14/2010	0.00	0.00	0.00	114.00	114.00
			0.00	0.00	0.00	114.00	114.00
State Board of Equaliz	120642	01/08/2010	0.00	0.00	0.00	430.29	430.29
			0.00	0.00	0.00	430.29	430.29
Swift Produce	120584	12/31/2009	0.00	0.00	0.00	1,621.20	1,621.20
	120619	01/04/2010	0.00	644.00	0.00	1,595.80	2,239.80
	120624	01/05/2010	0.00	0.00	0.00	190.15	190.15
	120631	01/06/2010	0.00	0.00	0.00	235.24	235.24
	120638	01/07/2010	0.00	0.00	0.00	186.71	186.71
	120643	01/08/2010	0.00	0.00	0.00	267.74	267.74
	120644	01/08/2010	0.00	55.20	0.00	474.32	529.52
	120645	01/08/2010	0.00	0.00	0.00	316.44	316.44
	120646	01/08/2010	0.00	0.00	0.00	205.58	205.58
	120647	01/08/2010	0.00	0.00	0.00	93.91	93.91
	120648	01/08/2010	0.00	0.00	0.00	48.69	48.69
	120662	01/15/2010	0.00	0.00	0.00	24.95	24.95
	120663	01/15/2010	0.00	0.00	0.00	24.95	24.95
	120664	01/15/2010	0.00	0.00	0.00	24.95	24.95
	120665	01/15/2010	0.00	0.00	0.00	24.95	24.95
			0.00	699.20	0.00	5,335.58	6,034.78

\* Totals Are Rounded



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Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Trade Supplies	120635	01/07/2010		0.00	2,068.43	0.00	2,068.43
				0.00	2,068.43	0.00	2,068.43
				0.00	293,708.89	30,664.45	393,602.72
							717,976.06

\* Totals Are Rounded

CONSENT ITEM

**DATE:** February 9, 2010

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

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

**PREPARED BY:** Suwen Su, Director, Business Services

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 72555 THROUGH 72769 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$2,058,939.02

Background: Board approval is requested for warrants numbered 72555 through 72769 for the 2009/2010 school year. The total amount presented for approval is \$2,058,939.02.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,974,741.49
12 Child Development	11,983.64
14 Deferred Maintenance	0
21 Building Fund	1,458.75
23 G.O. Bond 2002B	0
25 Capital Facilities	0
40 Special Reserve	0
68 Workers' Compensation	64,364.44
81 Property/Liability Insurance	6,390.70
Total	<u>\$2,058,939.02</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 72555 through 72769 for the 2009/2010 school year in the amount of \$2,058,939.02.

GC:SS:ds

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Reynoso, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7411 THROUGH 7450 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$508,812.05**

Background: Board approval is requested for Nutrition Services warrants numbered 7411 through 7450 for the 2009/2010 school year. The total amount presented for approval is \$508,812.05.

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 7411 through 7450 for the 2009/2010 school year totaling \$508,812.05.

GC:LR:dlh

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Susan Mercado, Principal, Maple School  
**SUBJECT:** APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RENEE HILL AT MAPLE SCHOOL FOR ADDITIONAL DAYS OF TRAINING FOR THE 2009/2010 SCHOOL YEAR

Background: As part of the Maple School Staff Development plan, Ms. Hill will continue her work developing staff skills in providing grade level instruction and a focused and strategic remediation plan for mathematics based on a clear understanding of the Mathematics Framework and Mathematics Standards. Additional support is needed in developing high quality mathematics programs in grades three through six.

Ms. Hill is the Director of Elementary Education with the Riverside Unified District, recipient of the NCTM International Congress of Mathematics Education Travel Grant, June 2004, and co-author of the Houghton Mifflin CA Math textbook series in 2008.

This Agreement continues the 2009/2010 standard Consultant Agreement that was reviewed and approved by OCDE legal counsel and risk management (ASCIP).

Rationale: Maple School is committed to continuing their professional development focus in mathematics to strengthen instructional practices within the grade level team, as well as vertical team, to support student learning outcomes that align with the Blueprints and CA Content Standards. Daily rate is \$1,200.00 including \$50.00 materials cost per large group training.

Funding: Cost not to exceed \$2,400.00 dollars to be paid from Economic Impact Aid (EIA) budget #0130219271-5805 and Title III budget #0122419101-5805.

Recommendation: Approve Consultant Agreement between Fullerton School District and Renee Hill at Maple School for additional days of training for the 2009/2010 school year.

JM:SM:nm  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Renee Hill, Address on File**, 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:

**Provide up to two (2) days of mathematics professional development to individual staff, grade level teams, or full staff training.**

Services shall be provided by **Renee Hill**.

2. Term. CONSULTANT shall provide services under this AGREEMENT **between February 10, 2010 to June 1, 2010.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two thousand, four hundred Dollars (\$2,400)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except as follows: **CONSULTANT shall not exceed One thousand, two hundred dollars (\$1,200.00) per day and shall include only expenses incurred for reproducing workshop materials. Any travel expenses shall be pre-approved in writing by the**

## **DISTRICT.**

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

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **mathematics materials up to \$50.00**. 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:**

**Renee Hill**  
**Address on file**

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 9th DAY of February 2010

Fullerton School District  
(Name of District)

\_\_\_\_\_  
(Consultant Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**Renee Hill**  
Typed Name

Superintendent  
Title

**Consultant**  
Title

**On File**  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** February 9, 2010

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Mathew Barnett, Principal, Nicolas Junior High School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JEREMY BATES OF REVOLUTION SPEAK TO PROVIDE STUDENT DEVELOPMENT TRAINING FOR THE BOYS' AND GIRLS' CONFERENCES AT NICOLAS JUNIOR HIGH SCHOOL ON FEBRUARY 13 AND 20, 2010**

Background: Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence. Each year 60 boys and 60 girls are invited to attend separate conferences.

Last year, the Boys' and Girls' Conferences were a huge success. The attendance at both conferences was 98-100%. The young boys and girls that participated in the conferences were inspired by the presentations given by Mr. Bates. The students were given the opportunity to realize and reinforce personal strengths to offset harmful peer pressure.

Rationale: Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.

Funding: Cost not to exceed \$2,600.00 to be paid from Nicolas Title I funds (#212).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences at Nicolas Junior High School on February 13 and 20, 2010.

JM:MB:nm  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", **Jeremy Bates (Owner), Revolution Speak 600 Highland Dr., Los Osos, CA 93402, (805) 801-3891, [www.revolutionspeak.com](http://www.revolutionspeak.com)**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

**Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence.**

**Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 13 and February 20, 2010, for a total of 8 hours (4 hours each conference)**, will diligently perform as required and complete performance by **February 20, 2010**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two thousand six hundred Dollars (\$2,600.00)**. DISTRICT shall pay CONTRACTOR

according to the following terms and conditions: CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

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

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

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

8. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services

satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

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."

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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

14. 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. 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:

**Jeremy Bates**  
**Revolution Speak**  
**600 Highland Dr. Los Osos, Ca. 93402**  
**(805) 801-3891**

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. 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 9th DAY of February 2010.

Fullerton School District  
(Name of District)

**Jeremy Bates, Revolution Speak**  
(Contractor Name)

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**Jeremy Bates**  
Typed Name

Superintendent  
Title

**Owner**  
Title

**On File**  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** February 9, 2010

**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 CATAPULT LEARNING TO PROVIDE TUTORING SERVICES FOR ANNUNCIATION CATHOLIC SCHOOL FOR 2009/2010**

Background: The No Child Left Behind (NCLB) Act of 2001, under Title IX, Part E, Subpart 1 includes programs that require Local Educational Agencies to provide equitable services to non-profit private school students, teachers, other educational personnel, and parents. The Fullerton School District annually consults with school officials representing all the private schools located within its boundaries that choose to participate in federal programs to design and develop programs that meet the needs of the private school. Annunciation Catholic School participates in Title I Part A: Improving the Academic Achievement of the Disadvantaged, Title I: American Recovery and Reinvestment Act (ARRA), and Title III: Language Instruction for Limited-English Proficient Students (LEP) programs. Fullerton School District maintains control of the program funds as well as title to all materials, equipment, and property purchased with federal funds.

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 allocate equitable services to private schools. Catapult Learning will provide group tutoring services before, during, or after school to Title I Part A, Title I American Recovery and Reinvestment Act (ARRA), and Title III LEP eligible students who attend Annunciation Catholic School. Section 9501(a)(4) of NCLB requires that expenditures for services to private school students, teachers, other educational personnel, and parents be equal to the expenditures for the public school program, taking into account the number and educational needs of the children to be served.

Funding: Cost not to exceed \$7,270.00 to be paid from District Title I (#212), (#213), and Title III (#224) budgets.

Recommendation: Approve Independent Contractor Agreement with Catapult Learning to provide tutoring services for Annunciation Catholic School for 2009/2010.

JM:SA:lc  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Catapult Learning, 470 N. 2<sup>nd</sup> St. Second Floor, Philadelphia, PA 19123, (888) 841-8730**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

**Before, during, or after school tutoring for private school students identified for services in Title I Part A, Title I American Recovery and Reinvestment Act (ARRA), and Title III under No Child Left Behind. CONTRACTOR will provide group tutoring at Annunciation Catholic School.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **February 10, 2010 and will diligently perform as required and complete performance by May 31, 2010.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Seven thousand, two hundred seventy Dollars (\$7,270.00).**

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide 7.5 hours of small group tutoring on a weekly basis for up to 13 identified Title I students who reside within a Fullerton School District**

**Title I school attendance boundary. CONTRACTOR will provide 7.5 hours of small group tutoring on a weekly basis for up to five (5) identified Title III Limited English Proficient (LEP) students.**

CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract. **CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2010. Total tutoring compensation for the Title I Part A program may not exceed a total of \$3,728.00. Total Tutoring compensation for Title I ARRA may not exceed a total of \$2,216.00. Total tutoring compensation for the Title III LEP program may not exceed a total of \$1,326.00. A list of students identified for tutoring under each program (Title I Part A, Title I ARRA and Title III) will be given to CONTRACTOR prior to the beginning of tutoring services. The monthly invoice must provide a total dollar amount breakdown by each Title program.**

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 sixty ( 60 ) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty ( 60 ) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by

DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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."

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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

14. 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. 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:  
**Catapult Learning**  
**470 N. 2<sup>nd</sup> St. Second Floor**  
**Philadelphia, PA 19123**  
**(888) 841-8730**

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. 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 9<sup>th</sup> DAY of February 2010.

Fullerton School District  
(Name of District)

**Catapult Learning**  
(Independent Contractor Name)

By:  
  
\_\_\_\_\_  
Signature

By:  
  
\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**Stephen Freeman**  
Typed Name

Superintendent  
Title

**President**  
Title

**On File**  
Social Security or Taxpayer Identification  
Number

CONSENT ITEM

**DATE:** February 9, 2010

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Ted Lai, Director, Technology & Media Services

**SUBJECT:** **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) AS PART OF BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM TRAINING AND LEVEL II TECHNOLOGY PROFICIENCY FOR THE 2009/2010 SCHOOL YEAR**

Background: Participants in BTSA and Project TIES are required to progress and complete a level of the Teacher Technology Proficiencies. These are in the form of Level I and Level II Technology Proficiencies that cover personal knowledge of applications and integration of technology into the classroom curriculum. Some of the Project TIES participants and all BTSA participants are required to complete the Level II Technology Proficiency. In the 2009/2010 school year, the Level II Technology Proficiency coursework was moved to the OC Online interface through the Angel Learning Management System. The OC Online licenses are provided through OCDE for a fee of \$15.00 per license.

Rationale: Seven teachers have enrolled in the Level II Technology Proficiency through OC Online in the 2009/2010 school year. The Agreement from OCDE is to cover the cost of the teacher licenses used in the 2009/2010 school year.

Funding: The total cost for the OC Online licenses is not to exceed \$200.00. The cost will be budgeted from the California Technology Assistance Project (CTAP) certificates that are distributed to all Orange County school districts for the purpose of professional development.

Recommendation: Approve/Ratify Agreement between Fullerton School District and the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) as part of Beginning Teacher Support and Assessment (BTSA) program training and Level II Technology Proficiency for the 2009/2010 school year.

JM:TL:sg  
Attachment

INCOME AGREEMENT  
FULLERTON SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 1<sup>st</sup> day of July, 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 in need of such special services and advice related to professional development training; 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 for Educational Technology Services:

1.1 Provide Angel Learning licenses for students and teachers for access to courses on OC Online.

2.0 TERM. This AGREEMENT shall commence on July 1, 2009, and end on June 30, 2010, subject to termination as set forth in this AGREEMENT.

1 3.0 COMPENSATION. DISTRICT agrees to pay SUPERINTENDENT for  
2 services satisfactorily performed pursuant to Section 1.0 of this  
3 AGREEMENT a total sum not to exceed Two hundred dollars (\$200.00).  
4 Reimbursement shall be made at the rate of fifteen dollars (\$15.00)  
5 per user for a total of seven (7) educator user accounts and the  
6 rate of Three dollars (\$3.00) per user for a total of Zero (0)  
7 student user accounts. DISTRICT shall pay SUPERINTENDENT using  
8 California Technology Assistance Project (CTAP) certificates issued  
9 by SUPERINTENDENT. If DISTRICT chooses to use California Technology  
10 Assistance Project (CTAP) certificates they will be deducted from  
11 the total cost at the time SUPERINTENDENT and remaining balance  
12 shall be paid upon receipt of an invoice from SUPERINTENDENT.

13 Payment shall be mailed to: Orange County Superintendent of Schools,  
14 Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa  
15 Mesa, California 92628-9050, or at such other place as  
16 SUPERINTENDENT may designate in writing.

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

1 relate to the services to be provided under this AGREEMENT.  
2 SUPERINTENDENT shall assume full responsibility for payment of all  
3 federal, state and local taxes or contributions, including  
4 unemployment insurance, social security and income taxes with  
5 respect to SUPERINTENDENT'S employees.

6 5.0 HOLD HARMLESS/INDEMNIFICATION.

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

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

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

1 7.0 TOBACCO USE POLICY. In the interest of public health, the  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and  
4 vehicles, and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
6 abide with conditions of this policy could result in the termination  
7 of this AGREEMENT.

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

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

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

1 deposit in any U.S. Post Office. The address to which notices or  
2 demands may be given by either party may be changed by written  
3 notice given in accordance with the notice provisions of this  
4 section. At the date of this AGREEMENT, the addresses of the  
5 parties are as follows:

6 DISTRICT: Fullerton School District  
1401 West Valencia Drive  
7 Fullerton, California 92833  
8 Attn: \_\_\_\_\_

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

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

17 12.0 SEVERABILITY. If any term, condition or provision of this  
18 AGREEMENT is held by a court of competent jurisdiction to be  
19 invalid, void, or unenforceable, the remaining provisions will  
20 nevertheless continue in full force and effect, and shall not be  
21 affected, impaired or invalidated in any way.

22 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
23 shall be governed by the laws of the State of California with venue  
24 in Orange County, California.

25 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
attached hereto constitute the entire agreement among the Parties to

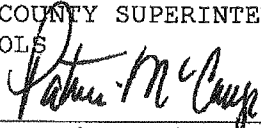
1 it and supersedes any prior or contemporaneous understanding or  
2 agreement with respect to the services contemplated, and may be  
3 amended only by a written amendment executed by both Parties to the  
4 AGREEMENT.

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

6 DISTRICT: FULLERTON SCHOOL  
DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

7 BY: \_\_\_\_\_  
8 Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

9 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

10 TITLE: \_\_\_\_\_

TITLE: Coordinator

11 DATE: \_\_\_\_\_

DATE: January 14, 2010

12  
13  
14 FullertonSD-OC Online-Angel Learning(35270)10  
15 ZIP6



CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Sam Ricchio, Assistant Director, Technology & Media Services  
**SUBJECT:** **APPROVE INTRANET NETWORK SUPPORT SERVICES AGREEMENT FOR WEB FILTERING WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR 2010-2013 SCHOOL YEARS**

Background: Fullerton School District contracts with the Orange County Department of Education (OCDE) for Web filtering and data circuit network. These annual fees cover the costs of the 8e6 Web filtering service as well as the termination point for the District's participation in the service.

Rationale: The District takes advantage of the consortium pricing for Web filtering through OCDE. By utilizing the 8e6 Web filter, District staff and students are shielded from a high percentage of inappropriate content that can be found on the Web.

Funding: Cost not to exceed \$6,600.00 annually for a grand total of \$19,800.00 for the 2010/2011, 2011/2012, and 2012/2013 school years and is to be paid from the Technology and Media Services (#409) fund.

Recommendation: Approve Intranet Network Support Services Agreement for Web filtering with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) for 2010-2013 school years.

JM:SR:sg  
Attachment

2010-2013  
INTRANET NETWORK SUPPORT SERVICES AGREEMENT  
FULLERTON SCHOOL DISTRICT

This Intranet Network Support Services Agreement is hereby entered into this 17th day of December, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and 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.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Intranet data connectivity services and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 INTRANET SERVICES. SUPERINTENDENT agrees to provide DISTRICT access to and application of Intranet services via the SUPERINTENDENT'S Intranet Network which is a telecommunications network utilized by the SUPERINTENDENT. Intranet services shall include access to the following:

1. BiTech Financial System (Separate contract required)
2. Payroll Services
3. Time and Attendance
4. Imaging

1 3.0 TERM. This AGREEMENT shall be in full force and effect for  
2 the period commencing July 1, 2010, and ending on June 30, 2013,  
3 subject to termination as set forth in this AGREEMENT.

4 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services  
5 rendered pursuant to Section 2.0 of this AGREEMENT a total amount  
6 not to exceed Nineteen thousand eight hundred dollars  
7 (\$19,800.00). The charges are based on the actual expenses incurred  
8 by SUPERINTENDENT in supporting the connectivity between DISTRICT  
9 and SUPERINTENDENT through the telephone companies, Internet service  
10 providers, and vendors providing equipment, lines and services. The  
11 amounts listed below are estimated charges to the SUPERINTENDENT for  
12 the fiscal year 2010 -2011, fiscal year 2011-2012 and fiscal year  
13 2012-2013 and are based on the type, level, and number of services

14 provided to DISTRICT. DISTRICT shall be notified in writing of any  
15 increase in charges incurred by SUPERINTENDENT in supporting the  
16 network that result from rate changes from any one of the providers  
17 referenced above which shall be payable by the DISTRICT. In  
18 addition, SUPERINTENDENT shall provide DISTRICT written notice of  
19 the annual fees due for the renewal period at least ninety (90) days  
20 prior to the end of the then current term. DISTRICT agrees to pay  
21 SUPERINTENDENT the actual charges within thirty (30) days upon  
22 receipt of an itemized invoice in triplicate from SUPERINTENDENT.

23 Charges shall be as follows:

24 ////

25 ////

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
<b><u>ANNUAL FEES</u></b>		
1.	\$ <u>5,850.00</u>	Webfiltering licenses.
2.	\$ <u>750.00</u>	Annual data circuit network management.
3.	\$ <u>0.00</u>	Annual maintenance of Cisco router and TSU/DSU (dedicated high speed modem). Includes replacement.
4.	\$ <u>0.00</u>	Annual data circuit charges for lines between DISTRICT and SUPERINTENDENT. Cost is based on type, capacity, and tariff rates charged by the telephone company.
5.	\$ <u>0.00</u>	Email archiving/storage per terabyte.
6.	\$ <u>0.00</u>	Email archiving/administration per terabyte.

**TOTAL FEES: \$6,600.00**

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on the Intranet connectivity (i.e. TSU/DSU, router, and data circuit) between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

6.0 TRAINING. SUPERINTENDENT will provide, at no additional charge, such assistance and advice, if requested, as may be necessary to assist DISTRICT personnel in the use and operation of the equipment installed by SUPERINTENDENT to enable DISTRICT to make

1 optimum use of the network services Monday through Friday from 8:00  
2 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

3 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
4 shall be an independent contractor and shall be wholly responsible  
5 for the manner in which the services required by the terms of this  
6 AGREEMENT are performed. Nothing herein contained shall be  
7 construed as creating the relationship of employer and employee, or  
8 principal and agent, between SUPERINTENDENT and DISTRICT.  
9 SUPERINTENDENT assumes the responsibility for the acts of its  
10 employees or agents as they relate to the services to be provided.  
11 SUPERINTENDENT, its officers, agents, and employees, shall not be  
12 entitled to any rights, and/or privileges of DISTRICT'S employees  
13 and shall not be considered in any manner to be DISTRICT'S  
14 employees.

15 8.0 HOLD HARMLESS.

16 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
17 hold harmless DISTRICT, its Governing Board, officers, agents, and  
18 employees from every claim or demand and every liability loss,  
19 damage, or expense of any nature whatsoever which may be incurred by  
20 reason of any negligent acts or omissions of employees, agents or  
21 officers of SUPERINTENDENT or the Orange County Board of Education  
22 during the period of this AGREEMENT.

23 B. DISTRICT hereby agrees to indemnify, defend, and hold  
24 harmless SUPERINTENDENT, the Orange County Board of Education, and  
25 its officers, agents, and employees from every claim or demand and  
every liability, loss, damage, or expense of any nature whatsoever

1 which may be incurred by reason of any negligent acts or omissions  
2 of employees, agents or officers of DISTRICT during the period of  
3 this AGREEMENT.

4 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
5 they will not engage in unlawful discrimination of persons because  
6 of race, color, religious creed, national origin, ancestry, physical  
7 handicap, medical condition, marital status, or sex of such persons.

8 10.0 APPLICABLE LAW. The services completed herein must meet the  
9 approval of the DISTRICT'S general right of inspection to secure the  
10 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
11 to comply with all federal, state and local laws, rules, regulations  
12 and ordinances that are now or may in the future become applicable  
13 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel  
14 engaged in operations covered by this AGREEMENT or occurring out of  
15 the performance of such operations.

16 11.0 ASSIGNMENT. Neither party shall subcontract or assign this  
17 AGREEMENT or the performance of any of the services set forth in  
18 this AGREEMENT without prior written approval of the non-assigning  
19 party.

20 12.0 TERMINATION. This AGREEMENT may be terminated by  
21 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
22 sixty (60) days prior written notice to the other party.

23 13.0 TOBACCO USE POLICY. In the interest of public health, the  
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
25 use of any tobacco products are prohibited in buildings and  
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT. Failure to abide with conditions of this policy  
2 could result in the termination of this AGREEMENT.

3 14.0 NOTICES. All notices or demands to be given under this  
4 AGREEMENT by either party to the other shall be in writing and given  
5 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
6 registered or certified mail, return receipt requested, with postage  
7 prepaid. Service shall be considered given when received if  
8 personally served or, if mailed, on the third (3rd) day after  
9 deposit in any U.S. Post Office. The address to which notices or  
10 demands may be given by either party may be changed by written  
11 notice given in accordance with the notice provisions of this  
12 section. As of the date of this AGREEMENT the addresses of the  
13 parties are as follows:

14 DISTRICT: Fullerton School District  
15 1401 West Valencia Drive  
Fullerton, California 92833  
Attn: \_\_\_\_\_

16 SUPERINTENDENT: Orange County Superintendent of Schools  
17 200 Kalmus Drive  
18 Costa Mesa, California 92626  
Attn: Patricia McCaughey

19 15.0 SEVERABILITY. If any term, condition or provision of this  
20 AGREEMENT is held by a court of competent jurisdiction to be  
21 invalid, void, or unenforceable, the remaining provisions will  
22 nevertheless continue in full force and effect and shall not be  
23 affected, impaired or invalidated in any way.

1 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
2 shall be governed by the laws of the State of California, with venue  
3 in Orange County, California.

4 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire AGREEMENT between  
6 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
7 made shall be ineffective to modify this AGREEMENT in whole or in  
8 part unless such agreement is embodied in an Amendment to this  
9 AGREEMENT which has been signed by both Parties. This AGREEMENT  
10 supersedes all prior negotiations, understandings, representations  
11 and agreements.

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

14 DISTRICT: FULLERTON SCHOOL  
15 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

16 BY: \_\_\_\_\_  
Authorized Signature

16 BY: Patricia McCaughey  
Authorized Signature

17 PRINT NAME: \_\_\_\_\_

17 PRINT NAME: Patricia McCaughey

18 TITLE: \_\_\_\_\_

18 TITLE: Coordinator

19 DATE: \_\_\_\_\_

19 DATE: December 17, 2009

23 FullertonSD-Intranet(35178) FY 2010-2013  
24 ZIP4  
25



CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** John Albert, Principal, Ladera Vista Junior High School  
**SUBJECT:** APPROVE KRISTIN MONTOYA TO ATTEND OUT-OF-STATE CALIFORNIA ASSOCIATION OF DIRECTORS OF ACTIVITIES (CADA) 2010 ANNUAL CONFERENCE IN RENO, NEVADA, MARCH 3-6, 2010

Background: The 2010 CADA Conference in Reno is an annual conference geared toward improving school climate through updated leadership training.

Rationale: Through attending this well-known informative conference, Mrs. Montoya, as a new Student Leadership Director, will bring new insights and focus to the entire student body at Ladera Vista. The 2010 CADA conference theme is “Create a Safe, Drug-Free School, Prevent Bullying, Hazing and Harassment. Improve School Climate and Culture” – subject matter most definitely relative to junior high students. Mrs. Montoya will bring back and share positive, current ideas with Ladera Vista staff and students.

Funding: Cost not to exceed \$1,500.00 and is to be paid from ASB funds approved by Student Council at the January 13, 2010 meeting. There will be substitute requirements.

Recommendation: Approve Kristin Montoya to attend out-of-state California Association of Directors of Activities (CADA) 2010 Annual Conference in Reno, Nevada, March 3-6, 2010.

JM:JA:wm

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY RATE INCREASE FOR RUTAN & TUCKER, LLP, EFFECTIVE JULY 1, 2009

Background: The law firm of Rutan & Tucker, LLP, has provided legal services for the Fullerton School District for a variety of District issues. The last rate increase requested by Rutan & Tucker, LLP, was in January 2008. The firm requested a rate increase from \$215 per hour to \$230 per hour on January 13, 2009. The hourly rate of \$230 is a composite rate for all Rutan & Tucker, LLP, attorneys and became effective July 1, 2009. To be in compliance with financial accounting practices, Board action is required. A new contract, including the proposed new rates, is herein attached.

Rationale: The professional assistance of a law firm experienced in school district business is vital to the stability of the various functions of the Fullerton School District. Should the District choose to continue to do business with Rutan & Tucker, LLP, the rate increase needs Board approval.

Funding: General Fund (01), Capital Facilities Fund (25), and Self-Insurance Funds (67-68).

Recommendation: Approve/Ratify rate increase for Rutan & Tucker, LLP, effective July 1, 2009.

MD:lm  
Attachment

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this 1st day of July 1, 2009, by and between FULLERTON SCHOOL DISTRICT (District) and RUTAN & TUCKER, LLP (Attorney).

1. In consideration of the services to be rendered by Attorney at the request and direction of District, and pursuant to Education Code Sections 35041.5, 35204 and 35205, District hereby retains Attorney for the purpose of negotiation with developers, formation of community facilities districts (CFD's), rendering opinions, undertaking consultations, representation before administrative bodies, preparing and conducting litigation, and for any other legal services or matters which may arise as deemed appropriate by District's governing board.

2. Services to be performed by Attorney shall be provided at the composite rate of \$230.00 per hour. L. Ski Harrison and David Larsen shall be the primary attorneys assigned to provide legal services to District. Billing rates are generally reviewed and modified each year in the month of January; however, Attorney agrees to hold the rate set forth in this Agreement firm until January 2011. District shall pay and reimburse Attorney for any direct costs and expenses incurred in the course of rendering said services, including without limitation, duplication fees, long distance telephone calls, messenger services, overnight delivery charges, and out-of-area travel charges approved in advance by District. Attorney shall prepare monthly statements for the services rendered pursuant hereto during the preceding month, and District shall pay the same upon presentation. Attorney time is billed in tenths of an hour with a description of services rendered by attorney and date.

3. For formation of community facilities districts (CFD's) the following scale shall be utilized:

One percent (1%) of the first million dollars; plus .5 percent (0.5%) of the next four million dollars; plus .25 percent (0.25%) of any amount thereafter, but in no instance less than forty thousand dollars.

Compensation for Attorney shall be at the time of bond sales and from the proceeds of the bonds, unless there have been advances from a developer to pay these services. The above scale shall apply to each bond sale, and additional mutually agreed upon fees may be charged if unusual circumstances exist which make that formation of the CFD and the sale of the bonds more difficult than usual, such as escrowing of bond proceeds.

4. Attorney shall serve under the terms of this Agreement at the will of District, and District hereby reserves the right to terminate the Agreement upon written notice to Attorney. Attorney reserves the right to withdraw its representation of District at any time Attorney deems necessary or advisable upon written notice to District, subject to the Code of Professional Responsibility.

5. This Agreement shall supersede and replace any and all other agreements between the parties.

6. Retainer of Attorney as provided for herein shall not prevent Attorney from continuing as attorney for any parties which may currently have disputes, legal or otherwise, with District which are not in any way connected with, or do not involve the subject matter of this Agreement; nor will such Agreement prevent Attorney from acting as attorney for clients having future disputes with District legal or otherwise, which are not in any way connected with

and do not involve the subject matter of this retainer, even though the same may result in litigation.

7. Unless terminated by one of the parties under Paragraph 3 hereof, this Agreement shall continue to full force and effect from year to year.

8. Pursuant to California Business and Professions Code, this will confirm that Attorney maintains errors and omissions insurance coverage applicable to all services to be rendered by Attorney to District.

Dated: \_\_\_\_\_, 2010

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Dr. Gary Cardinale  
Assistant Superintendent, Business Services

Dated: \_\_\_\_\_, 2010

RUTAN & TUCKER, LLP

By: \_\_\_\_\_  
L. Ski Harrison

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE HEALTH CARE/COUNSELING PROGRAMS/CLINICAL TRAINING/FIELD EXPERIENCE AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, FULLERTON (CSUF), AND FULLERTON SCHOOL DISTRICT, COMMENCING FEBRUARY 10, 2010 THROUGH JUNE 30, 2013**

Background: CSUF is accredited to provide health care/counseling programs/clinical training/field experience leading to a California credential. The terms and conditions of this agreement are commensurate with other universities and colleges. The student interns may be on a paid or voluntary status with the District. Student interns will work within the District as they accumulate service hours in order to receive clearance for a credential.

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

Funding: Not applicable.

Recommendation: Approve health care/counseling programs/clinical training/field experience agreement between California State University, Fullerton (CSUF), and Fullerton School District, commencing February 10, 2010 through June 30, 2013.

MD:lm  
Attachment

AGREEMENT FOR  
THE PROVISION OF INSTRUCTIONAL PROGRAMS

This Agreement entered into this tenth (10<sup>th</sup>) day of February 2010, by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called "UNIVERSITY" and the FULLERTON SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, the UNIVERSITY is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at "DISTRICT", for the purpose of providing clinical training / fieldwork experience for HUSR for students in such classes; and

WHEREAS, the Program requires facilities where students can obtain the learning experience required in the curriculum; and

WHEREAS, the "DISTRICT" has the setting and equipment needed by Program trainees as part of their practical learning experience; and

WHEREAS, the "DISTRICT" operates clinical facilities within the "DISTRICT" which are suitable for UNIVERSITY'S clinical training programs /fieldwork programs for HUSR ("the Program(s)") in the area of Social Work, Counseling and Human Services; and

WHEREAS, it is in the best interest of the "DISTRICT" to enter into the Agreement as herein set forth.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the UNIVERSITY and the "DISTRICT" agree as follows:

1.0 RESPONSIBILITIES OF THE "DISTRICT"

1.1 The "DISTRICT" will provide assigned student(s) field practicum experience in accord with an individual learning contract developed in line with goals and objectives established by the UNIVERSITY. It is understood that in no case shall students replace regular staff.

1.2 The "DISTRICT" will designate a qualified individual to coordinate each student's learning experience in the Program. That person will be known as the Field Instructor for MS COUN & HUSR "Site Supervisor". The Field Instructor will hold a Master of Social Work degree and will have at least two years of post-masters experience. For MS COUN, Site Supervisor must be a qualified supervisor under BBS regulations. For HUSR, Site Supervisor will have at least one year of work experience at the agency. The Field Instructor/Site Supervisor will coordinate between responsible UNIVERSITY faculty and designated "DISTRICT" personnel regarding the assignment of students to specific cases and experiences, including selected conferences, clinics, courses, and programs conducted under the aegis of the "DISTRICT". The Field Instructor/Site Supervisor will assist each student in developing an individualized learning agreement consistent with UNIVERSITY guidelines. The Field Instructor/Site Supervisor will be responsible for and will control the quality of the social work, COUN, or HUSR services provided by the assigned student(s) and will provide at least one and one-half hour of face-to-face individual supervision each week to each student for COUN

& HUSR, one hour. The "DISTRICT" will designate and submit in writing to the UNIVERSITY the name and professional and academic credentials of the Field Instructor /Site Supervisor. Note: only resume required for HUSR. The "DISTRICT" will notify the UNIVERSITY in writing of any change or proposed changed of the Field Instructor/Site Supervisor.

1.3 The "DISTRICT" will permit, upon reasonable request, the inspection of facilities by organizations charged with responsibility for accreditation of the UNIVERSITY.

1.4 The "DISTRICT" will recommend to the UNIVERSITY the withdrawal of a Program student if: (a) the achievement, progress, adjustment, or health of the student does not warrant continuation at the "DISTRICT", or (b) the behavior of the student fails to conform to the applicable regulations or policies of the "DISTRICT".

1.5 The "DISTRICT" reserves the right, exercisable in its discretion after consultation with the UNIVERSITY, to exclude any student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the "DISTRICT".

1.6 The "DISTRICT" shall provide adequate workspace, supplies, and equipment necessary to fulfill the requirements of the learning contract.

1.7 The "DISTRICT" shall provide necessary emergency care or first aid for injuries occurring at the "DISTRICT" to a UNIVERSITY participant under this program and, except as herein provided, "DISTRICT" will have no obligation to furnish medical or surgical care to any student.

1.8 The "DISTRICT" will provide the UNIVERSITY with access to the written regulations that will govern the student's activities and behavior while at the "DISTRICT".

1.9 The "DISTRICT" will maintain records and reports on each student's performance as specified by the UNIVERSITY and will provide an evaluation to the UNIVERSITY on forms provided by the UNIVERSITY.

1.10 The "DISTRICT" will ensure that student(s) exposed to hazardous substances or infectious diseases at the "DISTRICT" will be managed according to the policy of the "DISTRICT". "DISTRICT" agrees to notify the UNIVERSITY'S Student Health Services of the occurrence of such exposure to UNIVERSITY student(s).

1.10 The "DISTRICT" will ensure that each student who is likely, in the course of assigned field practicum experiences, to be exposed to potentially hazardous or infectious materials has had instruction in protective practices and procedures for decontamination in case of exposure.

## 2.0 RESPONSIBILITIES OF THE UNIVERSITY

2.1 The UNIVERSITY will withdraw a student from the Field Practicum at the "DISTRICT" if, after consultation in accord with paragraph 1.5, the UNIVERSITY determines such action to be warranted.

2.2 The University will provide each UNIVERSITY student assigned to "DISTRICT" information about the field education component of the curriculum and the responsibilities of each participant in field education.

2.3 The UNIVERSITY will provide the "DISTRICT" with a description of the UNIVERSITY program, curriculum, and objectives to be achieved at the "DISTRICT".



2.4 The UNIVERSITY will require all students to abide by the policies of the “DISTRICT” while working under the auspices of the “DISTRICT”. UNIVERSITY students shall be expected to conduct themselves in a professional manner, and their attire and appearance will conform to the accepted standard of the “DISTRICT”.

2.5 The UNIVERSITY will require that each student is covered by health and liability (malpractice) insurance [HUSR students are not required to be covered by liability (malpractice) insurance].

2.6 The UNIVERSITY will assign to the “DISTRICT” only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The UNIVERSITY will assign a faculty member as the field liaison for each UNIVERSITY student assigned to the “DISTRICT”. The field liaison will coordinate implementation of the UNIVERSITY field practicum program in the “DISTRICT”.

2.8 The UNIVERSITY agrees that each UNIVERSITY student participating in the field practicum is subject to drug/alcohol screening policy in effect at “DISTRICT” during the time of the field practicum placement. Positive drug/alcohol test results will be submitted to the UNIVERSITY Program Director for action according to UNIVERSITY Policy.

2.9 The UNIVERSITY will require each UNIVERSITY student to comply with “DISTRICT’S” pre-service screening requirements, e.g. Department of Justice clearance, TB testing, etc., if any.

2.10 The UNIVERSITY will provide an annual orientation and training for “DISTRICT’S” assigned field instructor and will provide such consultation and training as necessary to fulfill the terms of this agreement.

2.11 The UNIVERSITY will provide “DISTRICT’S” assigned field instructor with access to UNIVERSITY’S library facilities

### 3.0 RESERVATION OF RIGHTS WITH RESPECT TO PLACEMENT OF STUDENTS

The UNIVERSITY reserves the right to withhold placement of students depending on the number of students who require field practicum placements, the educational needs of students, and the availability of “DISTRICT” facilities and personnel to provide a satisfactory field placement experience.

### 4.0 DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the Field Practicum experience may vary, it is agreed by the UNIVERSITY and the “DISTRICT”, upon execution of this Agreement and within the scope of its provisions, the parties will meet and confer on the nature of practical experience to formalize operational detail of the Field Practicum. All parties will sign and adhere to any Departmental Letter Agreements developed to implement this agreement.

### 5.0 COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other.

### 6.0 INSURANCE AND INDEMNIFICATION

6.1 University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts

reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide "DISTRICT" with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to "DISTRICT". University shall promptly notify "DISTRICT" of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

6.2 Student Insurance. University shall ensure that each student in the Program, is covered during the term of this Agreement by professional liability insurance of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University will provide evidence of a student's professional liability coverage to "DISTRICT" upon request. This does not apply to HUSR students.

6.3 "DISTRICT" Insurance. "DISTRICT" shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. "DISTRICT" shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. "DISTRICT" shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. "DISTRICT" shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of the UNIVERSITY.

The UNIVERSITY, upon the execution of this Agreement, shall furnish "DISTRICT" with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to "DISTRICT" of any cancellation of the above coverage.

## 7.0 INDEMNIFICATION.

7.1 The University agrees to defend all claims of loss, and indemnify and hold harmless the "DISTRICT" and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

7.2 The "DISTRICT" agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers, agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the "DISTRICT" or its employees, agents or volunteers in the performance of this Agreement.

## 8.0 NONDISCRIMINATION

The "DISTRICT" and the UNIVERSITY agree that neither will discriminate against a beneficiary of services provided by the "DISTRICT" in the performance of this Agreement or against any individual on the basis of age, sex, race, color, religious belief, national origin, or physical handicap.

## 9.0 TERM/TERMINATION

This Agreement shall remain in full force and effect for an initial term of three (3) years beginning February 10, 2010 until June 30, 2013. This Agreement may be renewed by mutual agreement. Either party may terminate this Agreement upon forty-five (45) days written notice to the other party except that if the UNIVERSITY terminates the Agreement based on lack of funding, the forty-five (45) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

## 10.0 INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The "DISTRICT" and the UNIVERSITY shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits. No student shall look to "DISTRICT" for any salaries, insurance, or other benefits.

## 11.0 CONFIDENTIALITY

The UNIVERSITY will require students to maintain the confidentiality of client information obtained during the field practicum experience at the "DISTRICT". All information obtained from clients, their records, or computerized data is to be held in confidence, and no copies of client records shall be made unless identifying information is first deleted and "DISTRICT" permission is obtained. The UNIVERSITY shall prohibit students and supervising faculty members from identifying patients in papers, reports, or case studies without first obtaining permission of the "DISTRICT" and the

client, utilizing the confidentiality policies and procedures of the "DISTRICT".

12.0 NON-ASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by a party without the written approval of the other party. This Agreement shall constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreement, oral and written relating hereto.

13.0 NOTICES

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

UNIVERSITY:  
California State University Fullerton  
Contracts & Procurement  
2600 East Nutwood Avenue, Suite 300  
Fullerton, CA 92831  
Attn: Angela Warren, Buyer III

"DISTRICT":  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Mark L. Douglas

IN WITNESS THEREOF, the authorized representative of the parties have made and executed this Agreement the day and year first written above.

UNIVERSITY

"DISTRICT"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Angela Warren

Name: Mark L. Douglas

Title: Buyer III

Title: Assistant Superintendent, Personnel Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CONSENT ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE STUDENT TEACHING AGREEMENT WITH NATIONAL UNIVERSITY, COMMENCING FEBRUARY 10, 2010

Background: National University is an accredited university and provides a teaching program leading to a California credential. The terms and conditions of this agreement commensurate with other universities and colleges. The University will pay Fullerton School District Master Teachers directly for their participation.

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

Funding: Not applicable.

Recommendation: Approve student teaching agreement with National University, commencing February 10, 2010.

MD:lm  
Attachment



## NATIONAL UNIVERSITY

### STUDENT TEACHING AND PRACTICUM AGREEMENT

This agreement, effective on February 10, 2010, made by and between National University, a California non-profit public benefit corporation (the "University") and Fullerton School District, a public entity (the "District"), with reference to the following facts:

#### **ARTICLE 1** **RECITALS**

1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.

1.2 An agreement by a school district to provide student teaching or practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "Commission") is not inconsistent with the purposes for which schools districts are established.

1.3 The University is accredited by the Western Association of Schools and Colleges, and its education credential programs have been approved by the Commission.

1.4 The University desires that the District provide student teaching to students enrolled in the University's teacher training curricula and/or practicum experience to students enrolled in the University's student counseling and other credential curricula. The District agrees to provide such student teaching and/or practicum experience on the terms and conditions specified in this Agreement.

#### **ARTICLES 2** **DEFINITIONS**

2.1 "Student" shall refer to a student enrolled in a program at the University which is approved by the commission and which leads to an education credential.

2.2 "Master Teacher" shall refer to an employee of the District holding a valid, clear teaching credential issued by the Commission typically with three or more years teaching experience.

2.3 "Student Teaching" shall refer to the active participation by a Student in the duties and functions of classroom teaching under the direct supervision and instruction

of one or more Master Teachers.

2.4 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, five days a week for nine weeks. Student Teaching Assignments shall satisfy all requirements of the Commission.

2.5 "Practicum Supervisor" shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District typically with three or more years experience as a school counselor, school psychologist, school social worker, or other education specialist.

2.6 "Practicum" shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Practicum Supervisors.

2.7 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.8 "Quarter Unit" shall refer to the amount of academic credit earned by a Student through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

### **ARTICLE 3** **TERMS AND CONDITIONS**

3.1 The District shall provide University students with Student Teaching and/or Practicum in schools and classes of the District under the direct supervision and instruction of a Master Teacher or Practicum Supervisor. The University and the District from time to time shall agree as to the number of students assigned to the District for Student Teaching and/or Practicum.

3.2 District Determination. The District may refuse to accept, or may terminate, any Student assigned to the District for Student Teaching or Practicum based upon its good faith determination that the Student is not performing to the standards of the District. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.

3.3 University Determination. The University shall determine the number of units of Student Teaching or Practicum each Student shall receive. Students shall be able to be eligible for more than one Student Teaching Assignment and/or Practicum Assignment at the District.

3.4 Stipends to Master Teachers. The University shall pay supervising teachers a stipend at the completion of each semester or quarter, based on the number of units earned by the student teacher. The University will make such payment directly to the supervising teacher. The University determines the rate of stipend, which will be calculated based on \$600 to mentor over a four-month period of four classes. Supervising teachers shall be deemed to be independent contractors, and the University shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or local income or worker's compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of supervising teachers.

3.5 Insurance. The District will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$3,000,000 for each occurrence. The District will provide the University with proof of such insurance upon execution of this Agreement. For purposes of this Agreement, each of the District and the University will provide workman's compensation insurance coverage for their own employees, and Students are not employees of either the District or the University.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the supervising teacher shall receive reimbursement of costs at the rate provided in Article 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Students assigned to the District for Student Teaching or Practicum are validly enrolled in a University credential program approved by the Commission. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Student's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the District to the University of any of the District's duties and responsibilities for operation or supervision of the schools or classes of the District.

3.8 Fingerprint Clause. The University shall provide a Certificate of Clearance from the California Commission on Teacher Credentialing to the District upon request if available.

#### **ARTICLE 4 GENERAL PROVISIONS**

4.1 Term. This Agreement shall commence as of the date hereof and shall continue until such time as either party gives the other party written notice of its intent to terminate the Agreement. The termination of the Agreement shall be effective upon the date specified in such written notice. Provided, however, all Students receiving Student Teaching or Practicum from the District as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements,



whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 General Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

NATIONAL UNIVERSITY, a California  
non-profit public benefit corporation

FULLERTON SCHOOL DISTRICT

By \_\_\_\_\_  
Richard Carter  
Executive Vice President for  
Administration and Business

By \_\_\_\_\_  
Mark L. Douglas  
Assistant Superintendent  
Personnel Services

Date \_\_\_\_\_  
National University  
School of Education  
11255 N. Torrey Pines Road  
La Jolla, CA 92037

Date \_\_\_\_\_  
1401 W. Valencia Drive  
Fullerton, CA 92833  
(714) 447-7450

For contact/contract return:

Tara Grubb  
Contract Coordinator  
National University  
11255 N. Torrey Pines Road  
La Jolla, CA 92037  
(858) 642-8310

CONSENT ITEM

**DATE:** February 9, 2010

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

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

**PREPARED BY:** Becky Silva, Assistant Director, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS 09/10-B009 THROUGH 09/10-B015 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 09/10-B009 through 09/10-B015 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 the previously budgeted income in the amount of \$2,843,763 will not be received. It is hereby resolved to adjust accounts according to 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	-\$3,559,505
8019	Revenue Limit State Aid – Prior Year	-104,428
8029	Other Subventions/In-Lieu Taxes	361,369
8041	Secured Rolls Tax	146,368
8042	Unsecured Rolls Tax	-4,025
8043	Prior Years' Tax	-359,911
8044	Supplemental Tax	-86,876
8045	Education Revenue Augmentation Fund	-33,543
8047	Community Redevelopment Funds	35,274
8092	PERS Reduction Transfer	-50,758
8290	All Other Federal Revenue	-43,254
8311	Other State Apportionments – Current Year	571,165
8560	State Lottery Revenue	4,506
8590	All Other State Revenue	-58,583
8699	All Other Local Revenue	245,923
8792	Transfers of Apportionments from County Offices	92,515
	Total:	<u>-\$2,843,763</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 Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$2,287
2000	Classified Salaries	-551,510
3000	Employee Benefits	-58,046
4000	Books and Supplies	375,041
5000	Services & Other Operating Expenses	-116,517
7000	Other Outgo	-74,332
9770	Designated for Economic Uncertainties	-2,470,371
9780	Other Designations	54,259
	Total:	<u>-\$2,843,763</u>

**Explanation:** This Resolution reflects a majority of the budget adjustments in the First Interim financial report presented at the December 8, 2009 Board meeting. The components include a one time reduction of \$252.83 per Average Daily Attendance (ADA) in the State Aid Revenue Limit, adjustments to prior year State Aid and current year taxes; increased revenue to State Lottery, reimbursements from ASB's, PTA's and donations; adjustments to state programs formerly categorized as restricted and reallocated to the unrestricted budget as part of Tier III and 2008/2009 ending balance sweeps. They include the Math and Reading grant, Staff Development AB466, and the State Library Improvement grant. Also included in this resolution is an interfund transfer to the Building Fund (Fund 21) for Laptop receipts and a reduction to an interfund transfer to the Capital Facilities Fund (Fund 25) for the deferral of the Maple Redevelopment loan repayment to 2012/2013, and adjustments to project expenditures in the Unrestricted General Fund.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$2,801,962 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01  
CATEGORICAL**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8181	Special Education – Entitlement per UDC	\$1,108,081
8182	Special Education – Discretionary Grants	168,221
8290	All Other Federal Revenue	1,096,172
8311	Other State Apportionments – Current Year	374,463
8560	State Lottery Revenue	25,768
8590	All Other State Revenue	-26,465
8660	Interest	28,261
8677	Interagency Services between LEAs	27,461
	Total:	<u>\$2,801,962</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	\$953,686
2000	Classified Salaries	1,229,562
3000	Employee Benefits	705,505
4000	Books and Supplies	2,659,116
5000	Services & Other Operating Expenses	296,166
7000	Other Outgo	146,205
9770	Designated for Economic Uncertainties	-3,188,278
	Total:	<u>\$2,801,962</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for the Special Education American Recovery and Reinvestment Act (ARRA) IDEA and Pre Kindergarten entitlements, LEA MediCal Reimbursements, Title III LEP, Economic Impact Aid (EIA), Prop 20 State Lottery, and Early Intervention for School Success (EISS); reductions to revenue and expenditures include the Quality Education Investment Act (QEIA) and the California Math and Science Partnership Program (CaMSP). Additional 2008/2009 carryover and adjustments to carryover include the English Language Acquisition Program (ELAP), Title I, Title II Teacher Quality, and Title III LEP as well as adjustments to project estimated expenditures in categorical budgets.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$600
2000	Classified Salaries	-25,733
3000	Employee Benefits	47,921
4000	Books and Supplies	-25,288
5000	Services & Other Operating Expenses	2,500
	Total:	\$ 0

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

**Explanation:** This Resolution reflects adjustments to estimated expenditures to the fee based programs and state funded grants 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 \$119,389 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>\$119,389</u>
	Total:	<u>\$119,389</u>

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
9780	Other Designations	<u>\$119,389</u>
	Total:	<u>\$119,389</u>

**Explanation:** This Resolution reflects an interfund transfer from the General Fund (Fund 01) to the Building Fund (Fund 21) for Laptop receipts.

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 the previously budgeted income in the amount of \$37,000 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>
8919	Other Authorized Interfund Transfers In	-\$37,000
	Total:	-\$37,000

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>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	\$9,000
5000	Services & Other Operating Expenses	-3,633
7000	Other Outgo	-45,630
9780	Other Designations	3,263
	Total:	-\$37,000

**Explanation:** This Resolution reflects a reduction to an interfund transfer to the General Fund (Fund 01) due to the deferral of the Maple Redevelopment loan repayment to 2012/13, as well as estimated expenditures in the Capital Facilities Fund.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$11,416 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8625	Community Redevelopment Funds	\$11,416
	Total:	\$11,416

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	\$11,416
	Total	\$11,416

**Explanation:** This Resolution reflects an increase to revenue from the City of Fullerton's Redevelopment Agency for 2008/09 in the Special Reserve for Capital Outlay Projects Fund.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

WHEREAS, the governing Board of the Fullerton School District has determined that income in the amount of \$1,307 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:

**PROPERTY AND LIABILITY FUND 81**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8689	All Other Fees and Contracts	\$1,307
	Total:	\$1,307

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	-\$470
5000	Services & Other Operating Expenses	93,214
9780	Other Designations	-91,437
	Total:	\$1,307

**Explanation:** This Resolution reflects an increase to revenue and expenditures for Laptop Insurance Fee receipts, as well as adjustments to project estimated expenditures in the Property and Liability Fund.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

CONSENT ITEM

**DATE:** February 9, 2010

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

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

**PREPARED BY:** Ron Mullins, Supervisor, Purchasing and Stores

**SUBJECT:** **APPROVE AGREEMENT WITH THE LIQUIDATION COMPANY TO PROVIDE PROFESSIONAL AUCTION SERVICES TO THE FULLERTON SCHOOL DISTRICT FOR THE DISPOSAL OF SURPLUS ITEMS FOR THE PERIOD OF FEBRUARY 13, 2010 THROUGH FEBRUARY 13, 2011**

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

By employing the professional services of a disposal/auction company, the District expects to realize greater interest in its sale items and generate greater revenues than could be generated by disposing of surplus property in other manners allowed by law. Expenses will be paid from proceeds of sale. Additional General Fund revenue is anticipated. Although there is no cost to the District for the services of The Liquidation Company, there could be expenses incurred to dispose of any items not sold at auction.

Rationale: Routine removal of obsolete, unserviceable, and unrepairable furniture and equipment from the surplus storage area is necessary due to limited storage space. Sale of these items at auction may also provide revenue for the General Fund.

Funding: General Fund (01).

Recommendation: Approve Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of February 13, 2010 through February 13, 2011.

GC:RM:ds  
Attachment



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The Liquidation Company  
Est. 1994

AGREEMENT

This agreement dated the 13th day of February, 2010 in the County of Orange, State of California, by and between **FULLERTON SCHOOL DISTRICT** hereinafter referred to as SELLER, and **THE LIQUIDATION COMPANY** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs.

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of not to exceed 35 percent of the gross sales. AUCTIONEER shall provide a check made payable **FULLERTON SCHOOL DISTRICT** of net proceeds of auction. The check shall be delivered to SELLER no later than thirty (30) working days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#70611286) on file with the State of California. AUCTIONEER is also licensed by the State of California Integrated Waste Management Board as a collector (#102618) of electronic waste. AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.


3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER, a listing of which shall be made an integral part of this Agreement as Exhibit "A". No items shall be removed from Exhibit "A" less than four days prior to the scheduled auction date.

5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

6. In the case of dispute, the laws of the State of California and the County of Orange shall apply.
7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
8. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
9. AUCTIONEER shall provide SELLER the selling price for each lot consigned and sold.
10. The term of this agreement shall be for a period of one year, beginning on February 13<sup>th</sup>, 2010 and ending on February 13<sup>th</sup>, 2011. The SELLER or AUCTIONEER has the right to terminate this agreement at any time in its sole discretion upon thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on 13<sup>th</sup> day of February, 2010.

BY:   
DATE: 1-11-10  
The Liquidation Company

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
Fullerton School District

CONSENT ITEM

**DATE:** February 9, 2010

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Gigi Kelley, Program Specialist, Educational Services

**SUBJECT:** **APPROVE/RATIFY 2009/2010 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, FULLERTON, AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State and is then responsible to establish an Independent Contractor Agreement with California State University, Fullerton for their services. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by California State University, Fullerton, for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$61,829.51 to be paid from the BTSA Program budget.

Recommendation: Approve/Ratify 2009/2010 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:GK:nm  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **CSU Fullerton Auxiliary Services Corporation, located at 2600 E. Nutwood Avenue, Suite 275, Fullerton, CA, 92831** hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor:

**See Attachment "A" – Statement of Work.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **July 1, 2009 through June 30, 2010**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Sixty one thousand, eight hundred twenty-nine dollars and fifty-one cents (\$61,829.51)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

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



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

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

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

8. Termination. DISTRICT **or CONTRACTOR** may, at any time, with or without reason, terminate this AGREEMENT **upon 30-day written notice to the other party** and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

contain the reasons for such intention to terminate and unless within sixty ( 60 ) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty ( 60 ) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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."

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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

14. 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. 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:  
**CSU Fullerton Auxiliary Services Corp.**  
**2600 E. Nutwood Avenue, Suite 275**  
**Fullerton, CA 92831**  
**(714) 278-4113**

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. 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 9th DAY of February 2010

Fullerton School District  
(Name of District)

**CSU Fullerton Auxiliary Services Corp.**  
(Contractor Name)

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Mitch Hovey, Ed.D.  
Typed Name

**William M. Dickerson**  
Typed Name

Superintendent  
Title

**Executive Director**  
Title

**On File**  
Social Security or Taxpayer Identification  
Number

**CALIFORNIA STATE UNIVERSITY,  
FULLERTON FOUNDATION  
ATTACHMENT “A”: STATEMENT OF WORK  
“Beginning Teacher Support and Assessment (BTSA)”  
Term: July 1, 2009 to June 30, 2010**

The FOUNDATION shall provide the following services in accordance with the grant proposal:

Period of Performance: July 1, 2009 through June 30, 2010

- Oversee program implementation
- Organize and conduct program Leadership Team meetings
- Provide information to state agencies as requested
- Conduct training and program evaluations
- Assist in coordination of workshops
- Conduct CFASST and FACT trainings
- Coordinate EDEL 502A-D course offerings
- Attend statewide and cluster BTSA meetings and report to Leadership Team
- Coordinate budget development and revision
- Coordinate writing efforts: Annual Improvement Plans and other reports as required by the State

CONSENT ITEM

**DATE:** February 9, 2010

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Gigi Kelley, Program Specialist, Educational Services

**SUBJECT:** **APPROVE/RATIFY 2009/2010 SUBCONTRACT AGREEMENT BETWEEN THE BUENA PARK SCHOOL DISTRICT AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State, and in addition to establishing an Independent Contractor Agreement with California State University, Fullerton, is then responsible to establish a Subcontract Agreement with each district in the consortium that includes Buena Park and La Habra City School Districts. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Subcontract Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by the Buena Park School District for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$9,203.92 to be paid from the BTSA Program budget.

Recommendation: Approve/Ratify 2009/2010 Subcontract Agreement between the Buena Park School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:GK:nm  
Attachment

## **SUBCONTRACT AGREEMENT**

Dated July 1, 2009 for identification purposes only, between Fullerton School District (hereinafter DISTRICT), a public school district in Fullerton, California, and Buena Park School District (hereinafter BPSD), a public school district in Buena Park, California.

WHEREAS DISTRICT has executed a grant agreement with the California State Department of Education and the Commission on Teacher Credentialing (hereinafter STATE), for the purpose of providing support and assessment to beginning teachers and

WHEREAS the STATE has approved the assignment of parts of the contracted duties to BPSD.

Now therefore the parties agree as follows:

### **1. Scope of Work**

In general, BPSD shall be responsible for implementation of the portion of grant work assigned to BPSD as described in the "Beginning Teacher Support and Assessment" proposal, dated July 1, 2009, submitted by the DISTRICT to STATE.

### **2. Term and Termination**

This Agreement is effective July 1, 2009 and terminates June 30, 2010, subject to extension by DISTRICT, BPSD and/or STATE.

Either party may terminate this agreement by thirty days written notice to the other party.

If for any reason the agreement between DISTRICT and STATE is terminated or is modified, DISTRICT shall have the right to terminate this subcontract on thirty days written notice to BPSD.

Upon termination of this agreement, DISTRICT agrees to compensate BPSD for all non-cancelable expenses reasonably incurred by BPSD in the performance of its work under this Agreement by the date of termination, and BPSD agrees to provide written reports through the date of termination as provided in Section 9.

### **3. Compensation**

In consideration of the work to be done by BPSD according to Section 1, DISTRICT shall pay BPSD for expenditures allocated as agreed upon in the grant proposal budget or subsequently agreed upon budget revisions. Any changes to the grant proposal budgeted total will require advance written notice between the parties.

Upon the signing of this contract by both parties, BPSD shall invoice DISTRICT for costs incurred beginning July 1, 2009 not to exceed \$9,203.92, in accordance with the grant beginning date, including fringe benefits and indirect costs, and extending for the entire grant period. Final invoices for the grant period are due to DISTRICT by June 30, 2010. BPSD will submit an itemized invoice to DISTRICT. This invoice and any further invoices submitted by



BPSD shall include an original signature by an authorized official, the time period covered, an identifying reference to this subcontract and to the grant agreement between DISTRICT and STATE.

The DISTRICT may at its own option return invoices to BPSD for correction and resubmission prior to payment.

DISTRICT agrees to pay all invoices within thirty (30) days.

Invoices under this Agreement shall be sent to:

Gigi Kelley  
BTSA/Induction  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833

#### **4. Status as Subcontract**

This Agreement is a subcontract under a grant agreement that has been executed between DISTRICT and STATE. Said grant agreement is renewal of Grant Agreement Number 3474 and is for a project called "BTSA", in response to STATE's issuance of an RFP for projects on Beginning Teacher Support and Assessment.

Both parties acknowledge that the terms and conditions of the agreement between STATE and DISTRICT will govern the relations between DISTRICT and BPSD under this Agreement. BPSD acknowledges that it has received and read those terms and conditions as expressed in the draft supplied by the STATE to DISTRICT.

BPSD further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and BPSD.

#### **5. Principals**

DISTRICT and BPSD designate the following persons to conduct the work under this Agreement:

For DISTRICT

Technical Contact:

Gary Cardinale, Ed.D.  
Assistant Superintendent of Business Services  
Fullerton School District

Administrative Contact:

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

For BPSD

Technical Contact:

Barbara Kobylarz  
Director of Fiscal Services  
Buena Park School District  
6885 Orangethorpe Avenue  
Buena Park, CA 90620

Administrative Contact:

Greg Magnuson  
Superintendent  
Buena Park School District  
6885 Orangethorpe Avenue  
Buena Park, CA 90620

DISTRICT and BPSD shall not replace the above as the principals under this Agreement without the express written permission of the other party.

**6. Modification or Waiver**

No part of this agreement shall be modified without the express written agreement of both parties. The waiver by one party of any breach of any term or condition of this Agreement shall not be construed as a waiver of any similar or other breach of term or condition of this Agreement. Nor shall said waiver be construed as a continuing waiver of the original breach.

All reallocations among line items in the budget made by DISTRICT or BPSD shall be communicated to one another. Any reallocations over 15% per line item total shall require the advanced permission of DISTRICT, BPSD, and STATE.

**7. Independent Contractor**

In carrying out its duties under this agreement, BPSD is acting as an independent contractor. None of the personnel of BPSD shall be considered as employees or agents of DISTRICT.

**8. Hold Harmless**

BPSD shall defend, indemnify and hold DISTRICT, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury are caused by or

result from the negligent or intentional acts or omissions of BPSD, its employees or agents. DISTRICT shall defend, indemnify and hold BPSD, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees or claims for injury are caused by or result from the negligent or intentional acts of omissions of DISTRICT, its employees or agents.

## **9. Liability**

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its own employees, agents, directors, and officers while acting within the scope of their employment in the performance of work under this Agreement.

Each party warrants that it has adequate Worker's Compensation insurance and comprehensive general liability insurance for its own employees, officers, and agents.

## **10. Reporting**

BPSD acknowledges that STATE holds DISTRICT accountable for certain reports on the progress of the project. Under DISTRICT's grant agreement with STATE, BPSD agrees to provide DISTRICT with information about its own activities on a schedule that will permit DISTRICT to fulfill those reporting requirements as specified by the STATE. Final report from BPSD to DISTRICT is due on June 30, 2010. Final report is due to STATE from DISTRICT on July 30, 2010.

## **11. Rights in Information**

BPSD's Technical Contacts (see #5) have a right to publish subject to advance consultation with DISTRICT.

## **12. Use of Names**

In all publications, videotapes, manuals, or other educational materials prepared by BPSD and DISTRICT under this Agreement:

- (a) Each shall acknowledge the financial support of State funds in all publications, videotapes, manuals, or other educational material.
- (b) Attribution of authorship shall be subject to good-faith negotiations between DISTRICT and BPSD.

## **13. Retention of Records**

DISTRICT and BPSD agree to maintain and preserve, until three years after termination of agreement with the STATE, and to permit each other or STATE or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this grant agreement.

**14. Applicable Law**

This Agreement and any disputes concerning it shall be interpreted under the laws of the State of California.

**15. Assignment**

No part of this Agreement may be assigned by either party without the prior written consent of the other party.

**16. Consortium Participation**

BPSD agrees to appoint a certificated staff member as a liaison to the North Orange County BTSA Consortium for the purpose of coordinating district specific duties as outlined in the state approved plan.

The Assistant Superintendent of Educational Services of BPSD and/or liaison agree to attend all specific duties as outlined in the state approved plan.

**17. Change in Funding**

BPSD further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and BPSD.

AGREED:

For DISTRICT:

For BPSD:

\_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

\_\_\_\_\_  
Greg Magnuson  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CONSENT ITEM

**DATE:** February 9, 2010

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Gigi Kelley, Program Specialist, Educational Services

**SUBJECT:** **APPROVE/RATIFY 2009/2010 SUBCONTRACT AGREEMENT BETWEEN THE LA HABRA CITY SCHOOL DISTRICT AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State, and in addition to establishing an Independent Contractor Agreement with California State University, Fullerton, is then responsible to establish a Subcontract Agreement with each district in the consortium that includes Buena Park and La Habra City School Districts. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Subcontract Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by the La Habra City School District for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$17,548.76 to be paid from BTSA Program budget.

Recommendation: Approve/Ratify 2009/2010 Subcontract Agreement between the La Habra City School District and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:GK:nm  
Attachment

## **SUBCONTRACT AGREEMENT**

Dated July 1, 2009 for identification purposes only, between Fullerton School District (hereinafter DISTRICT), a public school district in Fullerton, California, and La Habra City School District (hereinafter LHCS D), a public school district in La Habra, California.

WHEREAS DISTRICT has executed a grant agreement with the California State Department of Education and the Commission on Teacher Credentialing (hereinafter STATE), for the purpose of providing support and assessment to beginning teachers and

WHEREAS the STATE has approved the assignment of parts of the contracted duties to LHCS D.

Now therefore the parties agree as follows:

### **1. Scope of Work**

In general, LHCS D shall be responsible for implementation of the portion of grant work assigned to LHCS D as described in the "Beginning Teacher Support and Assessment" proposal, dated July 1, 2009, submitted by the DISTRICT to STATE.

### **2. Term and Termination**

This Agreement is effective July 1, 2009 and terminates June 30, 2010, subject to extension by DISTRICT, LHCS D and/or STATE.

Either party may terminate this agreement by thirty days written notice to the other party.

If for any reason the agreement between DISTRICT and STATE is terminated or is modified, DISTRICT shall have the right to terminate this subcontract on thirty days written notice to LHCS D.

Upon termination of this agreement, DISTRICT agrees to compensate LHCS D for all non-cancelable expenses reasonably incurred by LHCS D in the performance of its work under this Agreement by the date of termination, and LHCS D agrees to provide written reports through the date of termination as provided in Section 9.

### **3. Compensation**

In consideration of the work to be done by LHCS D according to Section 1, DISTRICT shall pay LHCS D for expenditures allocated as agreed upon in the grant proposal budget or subsequently agreed upon budget revisions. Any changes to the grant proposal budgeted total will require advance written notice between the parties.

Upon the signing of this contract by both parties, LHCS D shall invoice DISTRICT for costs incurred beginning July 1, 2009 not to exceed \$17,548.76, in accordance with the grant beginning date, including fringe benefits and indirect costs, and extending for the entire grant

period. Final invoices for the grant period are due to DISTRICT by June 30, 2010. LHCS D will submit an itemized invoice to DISTRICT. This invoice and any further invoices submitted by LHCS D shall include an original signature by an authorized official, the time period covered, an identifying reference to this subcontract and to the grant agreement between DISTRICT and STATE.

The DISTRICT may at its own option return invoices to LHCS D for correction and resubmission prior to payment.

DISTRICT agrees to pay all invoices within thirty (30) days.

Invoices under this Agreement shall be sent to:

Gigi Kelley  
BTSA/Induction  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833

#### **4. Status as Subcontract**

This Agreement is a subcontract under a grant agreement that has been executed between DISTRICT and STATE. Said grant agreement is renewal of Grant Agreement Number 3474 and is for a project called "BTSA", in response to STATE's issuance of an RFP for projects on Beginning Teacher Support and Assessment.

Both parties acknowledge that the terms and conditions of the agreement between STATE and DISTRICT will govern the relations between DISTRICT and LHCS D under this Agreement. LHCS D acknowledges that it has received and read those terms and conditions as expressed in the draft supplied by the STATE to DISTRICT.

LHCS D further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and LHCS D.

#### **5. Principals**

DISTRICT and LHCS D designate the following persons to conduct the work under this Agreement:

For DISTRICT

Technical Contact:

Gary Cardinale, Ed.D.  
Assistant Superintendent of Business Services  
Fullerton School District

Administrative Contact:

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

For LHCS D

Technical Contact:

Karen Kinney  
Director of Fiscal Services  
La Habra City School District

Administrative Contact:

Susan Belenardo, Ed.D.  
Superintendent  
La Habra City School District  
500 N. Walnut Street  
La Habra, CA 90631

DISTRICT and LHCS D shall not replace the above as the principals under this Agreement without the express written permission of the other party.

**6. Modification or Waiver**

No part of this agreement shall be modified without the express written agreement of both parties. The waiver by one party of any breach of any term or condition of this Agreement shall not be construed as a waiver of any similar or other breach of term or condition of this Agreement. Nor shall said waiver be construed as a continuing waiver of the original breach.

All reallocations among line items in the budget made by DISTRICT or LHCS D shall be communicated to one another. Any reallocations over 15% per line item total shall require the advanced permission of DISTRICT, LHCS D, and STATE.

**7. Independent Contractor**

In carrying out its duties under this agreement, LHCS D is acting as an independent contractor. None of the personnel of LHCS D shall be considered as employees or agents of DISTRICT.

**8. Hold Harmless**

LHCS D shall defend, indemnify and hold DISTRICT, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury are caused by or



result from the negligent or intentional acts or omissions of LHCS D, its employees or agents. DISTRICT shall defend, indemnify and hold LHCS D, its employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees or claims for injury are caused by or result from the negligent or intentional acts of omissions of DISTRICT, its employees or agents.

## **9. Liability**

Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of its own employees, agents, directors, and officers while acting within the scope of their employment in the performance of work under this Agreement.

Each party warrants that it has adequate Worker's Compensation insurance and comprehensive general liability insurance for its own employees, officers, and agents.

## **10. Reporting**

LHCS D acknowledges that STATE holds DISTRICT accountable for certain reports on the progress of the project. Under DISTRICT's grant agreement with STATE, LHCS D agrees to provide DISTRICT with information about its own activities on a schedule that will permit DISTRICT to fulfill those reporting requirements as specified by the STATE. Final report from LHCS D to DISTRICT is due on June 30, 2010. Final report is due to STATE from DISTRICT on July 31, 2010.

## **11. Rights in Information**

LHCS D's Technical Contacts (see #5) have a right to publish subject to advance consultation with DISTRICT.

## **12. Use of Names**

In all publications, videotapes, manuals, or other educational materials prepared by LHCS D and DISTRICT under this Agreement:

- (a) Each shall acknowledge the financial support of State funds in all publications, videotapes, manuals, or other educational material.
- (b) Attribution of authorship shall be subject to good-faith negotiations between DISTRICT and LHCS D.

## **13. Retention of Records**

DISTRICT and LHCS D agree to maintain and preserve, until three years after termination of agreement with the STATE, and to permit each other or STATE or any of its duly authorized representatives to have access to and to examine and audit, any pertinent books, documents, papers, and records related to this grant agreement.

**14. Applicable Law**

This Agreement and any disputes concerning it shall be interpreted under the laws of the State of California.

**15. Assignment**

No part of this Agreement may be assigned by either party without the prior written consent of the other party.

**16. Change in Funding**

LHCSD further acknowledges that changes in the funds available to the Department of Education of the State of California may require modification, reduction, or termination of the agreement between STATE and DISTRICT and hence of this agreement between DISTRICT and LHCSD.

AGREED:

For DISTRICT:

For LHCSD:

\_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

\_\_\_\_\_  
Susan Belenardo, Ed.D.  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DISCUSSION/ACTION ITEM

**DATE:** February 9, 2010

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

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

**SUBJECT:** **APPROVE PROPOSED SETTLEMENT AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA) FOR THE 2009/2010 SCHOOL YEAR AND REQUIRED AB 1200 DISCLOSURES**

Background: Government Code Section 3547 requires that proposed settlements and their potential costs between exclusive representatives and public employers be shared in a public meeting prior to final approval and execution of the settlement. The financial report is referred to as the AB 1200 Report.

Rationale: The current agreement between the District and FETA stipulates that negotiations are re-opened each year of a three-year agreement. Following the negotiations for this year, a Tentative Agreement has been reached between the District and FETA, and is herein attached.

Funding: Not applicable.

Recommendation: Approve proposed settlement agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for the 2009/2010 school year and required AB 1200 disclosures.

MD:lm  
Attachment

PROPOSED SETTLEMENT AGREEMENT  
Between  
Fullerton School District and Fullerton Elementary Teachers Association  
2009-2010

**TENTATIVE AGREEMENT**

Subject to review and approval of the Association Bargaining Unit members and the Board of Trustees of the District, the negotiating teams for the Fullerton Elementary Teachers Association (“FETA”) and the Fullerton School District (“FSD”) have tentatively agreed to the following:

1. FSD will offer a supplementary retirement plan at seventy percent (70%) of final pay as presented by Public Agency Retirement Services (“PARS”) on October 20, 2009, with modifications to limit the eligible class of employees to those who have reached the age of fifty-five (55) years and have ten (10) years or more of District service or age fifty (50) years with thirty (30) years of service. Irrevocable resignations from the District Employment and Retirement under STRS to be effective June 30, 2010, must be submitted to PARS for transmitting to the District no later than forty-five (45) days after the Board takes formal action to approve the program, provided, however, in the event that less than thirty-four (34) eligible employees sign up for the supplementary retirement plan, the District at its sole option may not offer the plan, in which event those individuals who have submitted their irrevocable resignations/retirements will have the option of withdrawing them.

2. For the entire second semester of the 09/10 school year, bargaining unit members shall be furloughed with a pro rata reduction of pay for three (3) days. These three furlough days shall be the last three work days currently scheduled for the 09/10 year with the last actual work day being a minimum day. The total pro rata reduction in pay shall be equally spread over the remaining pay warrants after ratification by the parties.

3. Pending negotiations for a successor agreement to the current Collective Bargaining Agreement, there will be four (4) furlough days with a pro rata reduction of pay for the 10/11 school year, the total amount to be spread over the entire year. The actual furlough days shall be determined as set forth in the current Collective Bargaining Agreement, Article 9C and D.

4. Article 13F of the current Collective Bargaining Agreement shall have added the following:

“If the unit members are required to leave the State, such leave shall be extended by an additional five (5) days of personal leave with pay for a total of ten (10) days of personal leave with pay.”

5. Beginning with the 10/11 school year, a regular part-time teacher working at least two fifths of a full-time assignment may begin earning credit towards step advancement on the salary schedule with the understanding that a regular part-time teacher working at least two fifths of a full-time assignment may earn one semester of experience credit. Accrued experience credit will not entitle any teacher to step advancement until two semesters of experience credit have been obtained. (An individual earning one semester in 10/11 will require a second semester in 11/12 in order to advance a salary step in 12/13 period.)

6. The parties shall begin actual meeting in good faith no later than March 8, 2010, for the purpose of negotiating a successor agreement to the current Collective Bargaining Agreement including modifications to the number of furlough days for 10/11. The parties will submit their initial proposals sufficiently prior to that date in order to begin such negotiations.

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Mimi Gaudette  
Negotiations Chairperson  
Fullerton Elementary Teachers Association

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Mark L. Douglas  
Assistant Superintendent, Personnel Services  
Fullerton School District

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Date

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Date

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: FULLERTON SCHOOL DISTRICT  
 Name of Bargaining Unit: FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)  
 Certificated, Classified, Other: CERTIFICATED

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2010  
 (date) (date)

The Governing Board will act upon this agreement on: February 9, 2010  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement FY 2009 - 2010	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2009 - 10	Year 2 Increase/(Decrease) FY 2010 - 2011	Year 3 Increase/(Decrease) FY 2011 - 2012
1 Salary Schedule Increase (Decrease)	\$ 46,046,748	\$ (687,436)	\$ (916,581)	\$ -
		-1.5%	-2.0%	0.0%
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.0%	0.0%	0.0%
3 Other Compensation - Increase (Decrease)(Stipends, Bonuses, Longevity, Overtime, etc.)		\$ -	\$ -	\$ -
Description of other compensation				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicate etc.	\$ 5,008,247	\$ (75,206)	\$ (100,274)	\$ -
		-1.5%	-2.0%	0.0%
5 Health/Welfare Plans	\$ 6,750,116			
		0.0%	0.0%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 57,805,111	\$ (762,642)	\$ (1,016,855)	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	619.94			
8 Total Compensation Average Cost per Employee	\$ 93,243	\$ (1,230)	\$ (1,640)	\$ -
		-1.3%	-1.8%	%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

No increase. Furlough last three work days for the 2009-10 school year. Furlough four days to be determined for the 2010-11 school year.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No.

11. Please include comments and explanations as necessary.

None.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes  No

If yes, please describe the cap amount.

"Soft Cap" - each employee pays a fixed percentage of the annual health premium, depending on choice of plan and number of people covered

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

No changes for 2009-10. FSD will offer a supplementary retirement plan through PARS. Savings from this plan will not be finalized until the end of March or early April.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**  
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.  
See attached language document.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The agreement will save the District \$.7 million in the current fiscal year and \$1 million in 2010-11 for a total of \$1.7 million in deficit reduction for 2010-11.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

Not Applicable.

**G. Source of Funding for Propose Agreement**

1. Current Year

None.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

None.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

None.



**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

**FETA**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/15/2009)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 60,762,425	\$ -	\$ -	\$ 60,762,425
Remaining Revenues (8100-8799)	\$ 11,424,628	\$ -	\$ -	\$ 11,424,628
<b>TOTAL REVENUES</b>	\$ 72,187,053	\$ -	\$ -	\$ 72,187,053
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 39,587,455	\$ (656,724)	\$ -	\$ 38,930,731
Classified Salaries (2000-2999)	\$ 8,005,053	\$ -	\$ -	\$ 8,005,053
Employee Benefits (3000-3999)	\$ 13,606,558	\$ (71,846)	\$ -	\$ 13,534,712
Books and Supplies (4000-4999)	\$ 2,887,060	\$ -	\$ -	\$ 2,887,060
Services, Other Operating Expenses (5000-5999)	\$ 4,299,804	\$ -	\$ -	\$ 4,299,804
Capital Outlay (6000-6599)	\$ 27,073	\$ -	\$ -	\$ 27,073
Other Outgo (7100-7299) (7400-7499)	\$ 995,643	\$ -	\$ -	\$ 995,643
Direct Support/Indirect Cost (7300-7399)	\$ (813,626)	\$ -	\$ -	\$ (813,626)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 68,595,020	\$ (728,570)	\$ -	\$ 67,866,450
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 3,592,033	\$ 728,570	\$ -	\$ 4,320,603
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 963,000	\$ -	\$ -	\$ 963,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 578,366	\$ -	\$ -	\$ 578,366
CONTRIBUTIONS (8980-8999)	\$ (7,987,292)	\$ -	\$ -	\$ (7,987,292)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (4,010,625)	\$ 728,570	\$ -	\$ (3,282,055)
<b>BEGINNING BALANCE</b>	\$ 10,666,222			\$ 10,666,222
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,655,597	\$ 728,570	\$ -	\$ 7,384,167
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,411,000	\$ -	\$ -	\$ 1,411,000
Reserved for Economic Uncertainties (9770)	\$ 3,451,134	\$ 728,570	\$ -	\$ 4,179,704
Designated Amounts (9775-9780)	\$ 1,793,463	\$ -	\$ -	\$ 1,793,463
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

**FETA**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/15/2009)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 1,822,239		\$ -	\$ 1,822,239
Remaining Revenues (8100-8799)	\$ 23,236,753		\$ -	\$ 23,236,753
<b>TOTAL REVENUES</b>	\$ 25,058,992	\$ -	\$ -	\$ 25,058,992
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 14,273,861	\$ (30,712)	\$ -	\$ 14,243,149
Classified Salaries (2000-2999)	\$ 7,605,696	\$ -	\$ -	\$ 7,605,696
Employee Benefits (3000-3999)	\$ 6,725,235	\$ (3,360)	\$ -	\$ 6,721,875
Books and Supplies (4000-4999)	\$ 5,090,837	\$ -	\$ -	\$ 5,090,837
Services, Other Operating Expenses (5000-5999)	\$ 4,049,900	\$ -	\$ -	\$ 4,049,900
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 607,615	\$ -	\$ -	\$ 607,615
Direct Support/Indirect Cost (7300-7399)	\$ 626,917	\$ -	\$ -	\$ 626,917
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 38,980,061	\$ (34,072)	\$ -	\$ 38,945,989
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (13,921,069)	\$ 34,072	\$ -	\$ (13,886,997)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 7,987,292	\$ -	\$ -	\$ 7,987,292
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (5,933,777)	\$ 34,072 *	\$ -	\$ (5,899,705)
<b>BEGINNING BALANCE</b>	\$ 5,933,777	\$ -	\$ -	\$ 5,933,777
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ -	\$ 34,072	\$ -	\$ 34,072
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties (9770)	\$ -	\$ 34,072	\$ -	\$ 34,072
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Combined General Fund**

**FETA**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/15/2009)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 62,584,664	\$ -	\$ -	\$ 62,584,664
Remaining Revenues (8100-8799)	\$ 34,661,381	\$ -	\$ -	\$ 34,661,381
<b>TOTAL REVENUES</b>	\$ 97,246,045	\$ -	\$ -	\$ 97,246,045
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 53,861,316	\$ (687,436)	\$ -	\$ 53,173,880
Classified Salaries (2000-2999)	\$ 15,610,749	\$ -	\$ -	\$ 15,610,749
Employee Benefits (3000-3999)	\$ 20,331,793	\$ (75,206)	\$ -	\$ 20,256,587
Books and Supplies (4000-4999)	\$ 7,977,897	\$ -	\$ -	\$ 7,977,897
Services, Other Operating Expenses (5000-5999)	\$ 8,349,704	\$ -	\$ -	\$ 8,349,704
Capital Outlay (6000-6599)	\$ 27,073	\$ -	\$ -	\$ 27,073
Other Outgo (7100-7299) (7400-7499)	\$ 1,603,258	\$ -	\$ -	\$ 1,603,258
Direct Support/Indirect Cost (7300-7399)	\$ (186,709)	\$ -	\$ -	\$ (186,709)
Other Adjustments	\$ -			
<b>TOTAL EXPENDITURES</b>	\$ 107,575,081	\$ (762,642)	\$ -	\$ 106,812,439
OPERATING SURPLUS (DEFICIT)	\$ (10,329,036)	\$ 762,642	\$ -	\$ (9,566,394)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 963,000	\$ -	\$ -	\$ 963,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 578,366	\$ -	\$ -	\$ 578,366
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (9,944,402)	\$ 762,642	\$ -	\$ (9,181,760)
<b>BEGINNING BALANCE</b>	\$ 16,599,999	\$ -	\$ -	\$ 16,599,999
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,655,597	\$ 762,642	\$ -	\$ 7,418,239
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,411,000	\$ -	\$ -	\$ 1,411,000
Reserved for Economic Uncertainties (9770)	\$ 3,451,134	\$ 762,642	\$ -	\$ 4,213,776
Designated Amounts (9775-9780)	\$ 1,793,463	\$ -	\$ -	\$ 1,793,463
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	\$ -			\$ -

\* Please see question on page 7.

**Combined General Fund  
FETA**

Enter Bargaining Unit:

	2009-10	2010-11	2011-12
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 62,584,664	\$ 66,337,345	\$ 67,113,973
Remaining Revenues (8100-8799)	\$ 34,661,381	\$ 30,334,722	\$ 30,996,666
<b>TOTAL REVENUES</b>	\$ 97,246,045	\$ 96,672,067	\$ 98,110,639
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 53,173,880	\$ 54,158,587	\$ 56,186,671
Classified Salaries (2000-2999)	\$ 15,610,749	\$ 15,618,901	\$ 16,163,536
Employee Benefits (3000-3999)	\$ 20,256,587	\$ 20,859,049	\$ 21,834,158
Books and Supplies (4000-4999)	\$ 7,977,897	\$ 4,594,720	\$ 5,177,015
Services, Other Operating Expenses (5000-5999)	\$ 8,349,704	\$ 8,474,635	\$ 8,285,666
Capital Outlay (6000-6999)	\$ 27,073	\$ 27,587	\$ 28,194
Other Outgo (7100-7299) (7400-7499)	\$ 1,603,258	\$ 1,606,296	\$ 1,620,341
Direct Support/Indirect Cost (7300-7399)	\$ (186,709)	\$ (215,489)	\$ (200,998)
Other Adjustments		\$ ★ (6,163,665)	\$ (12,750,000)
<b>TOTAL EXPENDITURES</b>	\$ 106,812,439	\$ 98,960,621	\$ 96,344,583
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (9,566,394)	\$ (2,288,554)	\$ 1,766,056
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 963,000	\$ 713,000	\$ 713,000
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 578,366	\$ 695,977	\$ 695,977
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (9,181,760)	\$ (2,271,531)	\$ 1,783,079
<b>BEGINNING BALANCE</b>	\$ 16,599,999	\$ 7,418,239	\$ 5,146,708
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 7,418,239	\$ 5,146,708	\$ 6,929,787
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,411,000	\$ 1,411,000	\$ 1,411,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 4,213,776	\$ 3,057,049	\$ 2,998,584
Reserved for Economic Uncertainties - Restricted (9770)			
Board Designated Amounts (9775-9780)	\$ 1,793,463	\$ 678,659	\$ 2,520,203
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

★ See attachment

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2009-10	2010-11	2011-12
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 107,390,805	\$ 99,656,598	\$ 97,040,560
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 3,221,724	\$ 2,989,698	\$ 2,911,217

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 4,213,776	\$ 3,057,049	\$ 2,998,584
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 4,213,776	\$ 3,057,049	\$ 2,998,584
h.	Reserve for Economic Uncertainties Percentage	3.92%	3.07%	3.09%

3. Do unrestricted reserves meet the state minimum reserve amount?

2009-10	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2010-11	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2011-12	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

The initial cuts needed to meet the 3% reserve at First Interim was \$7.86 million for 2010-11 and an additional \$4.89 million for 2011-12 if 10-11 cuts are ongoing. FSD are in the process of continue negotiations and identifying the list of cuts. Items such as salary rollbacks, furloughs, and changes to health and welfare benefits are subject to negotiations. Not all has been settled for 2010-11.

Fullerton School District  
Public Disclosure of Proposed Collective Bargaining Agreement

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

N/A

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

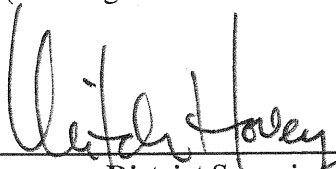
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of FULLERTON SCHOOL DISTRICT, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the FULLERTON ELEMENTARY F.E.T.A Bargaining Unit, during the term of the agreement from JULY 1, 2009 to JUNE 30, 2010.


The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<b>Budget Adjustment Categories:</b>	<b>Budget Adjustment Increase (Decrease)</b>
Revenues/Other Financing Sources	0
Expenditures/Other Financing Uses	0
Ending Balance Increase (Decrease)	0

N/A X (No budget revisions necessary)

  
\_\_\_\_\_  
District Superintendent  
(Signature)

2-3-10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Business Officer  
(Signature)

2-2-10  
\_\_\_\_\_  
Date

**L. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

Dr. Gary Cardinale, Ed.D.

**Contact Person**

(714) 447-7412

**Phone**



DISCUSSION/ACTION ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **ADOPT RESOLUTION #09/10-11 TO CONTRACT SERVICES WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) FOR A SUPPLEMENTARY RETIREMENT PLAN**

Background: The District is in the process of assessing the financial solvency of its budget. A State budget deficit of billions of dollars has created nearly an \$11 million of additional cuts for the Fullerton School District. In an effort to reduce this deficit, the District and the Fullerton Elementary Teachers Association (FETA) have agreed to offer an early retirement plan to staff. Several programs were reviewed to determine the best early retirement plan. The plan is required to meet stringent requirements set forth by STRS/PERS and 403(b) Sections of the Internal Revenue Code.

Rationale: The Board of Trustees must adopt a resolution that outlines the specifics of the early retirement plan as well as authorizes the PARS administrator to execute contracts, custodial agreements facilitating the payment of contributions to the 403(b) fixed annuity and to take actions necessary to maintain the District's participation in the plan. If the expected target number of participants is met, the anticipated teacher layoffs may be averted or significantly reduced for the 2010/2011 school year.

Funding: Not applicable.

Recommendation: Adopt Resolution #09/10-11 to contract services with Public Agency Retirement Services (PARS) for a supplementary retirement plan.

MD:lm  
Attachment

**BOARD RESOLUTION #09/10-11**

**FULLERTON SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA**

**WHEREAS** it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

**WHEREAS** there is no cash option available to employees in lieu of this retirement incentive offer;

**WHEREAS** Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

**WHEREAS** the District, pursuant to applicable policy and/or a collective bargaining agreement, desires to adopt the Supplementary Retirement Plan and to fund the incentive through nonelective employer, post-employment contributions to the PARS designated 403(b) provider.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Governing Board of Trustees of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective February 9, 2010; and
2. In order for the District to reach stated fiscal goals, a minimum number of participants must enroll in the retirement incentive plan. If a minimum is not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations may be rescinded; and
3. The Board of Trustees of the District hereby appoints the Assistant Superintendent, Personnel Services, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Mitch Hovey, Ed.D., the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the ninth (9<sup>th</sup>) day of February 2010, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this ninth (9<sup>th</sup>) day of February 2010.

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Secretary of the Board

# 2009-2010 PARS Supplementary Retirement Plan

Fullerton School District

Certificated Non-Management Employees

February 9, 2010

---

With regard to the PARS Supplementary Retirement Plan for the 2009-2010 school year, the District proposes the following:

## **1.0 Eligibility**

1.1 Those Certificated Non-Management employees who:

- a) Are employed by the District as of February 9, 2010 (date of Board of Education adoption);
- b) Have 10 years of District service as of June 30, 2010; and
- c) Are at least 55 years of age (or 50 years of age with 30 years of STRS service) as of June 30, 2010.

## **2.0 Participation Requirements**

2.1 The plan must have sufficient plan participation in order to meet the District's fiscal and operational objectives by the enrollment deadline of March 26, 2010, in order for the incentive to go into effect. Participating employees shall submit all required enrollment materials and District Letter of Resignation to PARS on or before this deadline. As of the enrollment deadline, resignations of participants are irrevocable and may not be rescinded unless the District withdraws the PARS incentive pursuant to Paragraph 2.2 below.

2.2 If a level of participation acceptable to the District has not been reached as of the enrollment deadline, the District may withdraw the incentive, provided it notifies enrolled employees of the withdrawal on or before April 30, 2010. If the District withdraws the incentive, resignations will be automatically rescinded.

2.3 Participation in the retirement incentive requires:

- a. Submission of required PARS enrollment materials and District Letter of Resignation to PARS on or before March 26, 2010;
- b. Resignation from District employment after completing the 2009-2010 school year effective on or before June 30, 2010.

2.4 Participating employees shall not be eligible for any other District sponsored retirement incentive programs.

# 2009-2010 PARS Supplementary Retirement Plan

Fullerton School District

Certificated Non-Management Employees

February 9, 2010

---

## **3.0 Incentive Payments**

3.1 Regarding the basic incentive under this plan:

- a) The District shall make non-elective employer contributions to the participant's 403(b) annuity contract held at Pacific Life Insurance Company ("Pacific Life").
- b) The sum of the contributions shall equal 70% of Final Pay, according to the following schedule:

<b>Contribution Date</b>	<b>Percent of Final Pay</b>
July 10, 2010	14%
July 10, 2011	14%
July 10, 2012	14%
July 10, 2013	14%
July 10, 2014	14%
<b>Total Contributions</b>	<b>70%</b>

- c) For purposes of this plan, Final Pay shall be defined as the 2009-2010 Contract Salary multiplied by the participant's current FTE (full-time equivalence).

3.2 Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

- a) Joint-and-survivor payments; and
- b) Lifetime with a ten (10) year guarantee; and
- c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

3.3 The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.

3.4 The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon March 26, 2010 and shall not be subject to change thereafter.

3.5 District PARS benefits are scheduled to commence on August 1, 2010.

# 2009-2010 PARS Supplementary Retirement Plan

Fullerton School District

Certificated Non-Management Employees

February 9, 2010

---

## **4.0 Contract Administrator**

- 4.1 The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).
- 4.2 In the event that the plan is cancelled due to lack of participation pursuant to Sections 2.1 and 2.2 above, PARS shall receive a one-time cancellation fee of \$5,000.

# 2009-2010 PARS Supplementary Retirement Plan

Fullerton School District

Certificated Non-Management Employees

February 9, 2010

---

## Projected Timeline:

1. Board adopts Resolution to approve Plan February 9, 2010
2. Enrollment Window Opens February 10, 2010
3. Enrollment Packets Mailed to eligible employees homes February 12, 2010
4. Employee Orientation Meeting February 17, 2010  
3:30pm  
District Office Board Room
5. Employee Workshop TBD
6. Enrollment Window Closes March 26, 2010
7. District announces whether Plan goes forward no later than April 30, 2010
8. Employees Resign from District employment (after completing the 2009-2010 school year) no later than June 30, 2010
9. Benefits Commence August 1, 2010

DISCUSSION/ACTION ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE AGREEMENT BETWEEN PUBLIC AGENCY RETIREMENT SERVICES (PARS) AND THE FULLERTON SCHOOL DISTRICT FOR ADMINISTRATIVE SERVICES ESTABLISHING AN IRC 403(b) FIXED ANNUITY, EFFECTIVE FEBRUARY 9, 2010**

Background: Negotiations between Fullerton Elementary Teachers Association (FETA) and the District established an early retirement incentive program. The program requires an established number of teachers to accept the incentive and retire from the District. The increased number of retirees from normal levels of retirement can generate financial benefit to the District in a time of great fiscal crisis within the State and District. The incentive is funded from annuities purchased by the District with the administrative guidance from PARS.

Rationale: The professional assistance of an annuity specialist is required for the proper facilitation of the early retirement incentive program for employees who opt for the incentive. Payment for the services is generated through the annuities purchased for the retirement plan.

Funding: General Fund (01).

Recommendation: Approve agreement between Public Agency Retirement Services (PARS) and the Fullerton School District for administrative services establishing an IRC 403(b) fixed annuity, effective February 9, 2010.

MD:lm  
Attachment

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this ninth (9<sup>th</sup>) day of February 2010, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter “PARS”) and the Fullerton School District (“District”).

WHEREAS, the District is desirous of retaining PARS to act as administrator to assist the District in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the “Plan”), for the benefit of District’s eligible employees and their beneficiaries (“Participants”); and

WHEREAS, the District wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions (“Custodian”) designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time (“Insurance Company”) pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that District has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the District chooses to make payment directly to PARS, it shall be the responsibility of the District to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the District. If payment is not received by PARS within thirty (30) days of the invoice delivery date, unless prevented by acts of God or natural calamity, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the District at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the District with written notice of the subject services, terms, and an estimate of the fees therefore.



5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the District's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the District to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the District to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the District, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the District. In the event that the District fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the District.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the District for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the District with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the District access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the District's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the District and to parties retained by PARS to perform specific services within this Agreement. The District shall not disclose any information relating to the Plan to individuals not employed by the District without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the District nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and District hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or District's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The District shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the District. Copies may be made for PARS but shall not be furnished to others without written authorization from District.
15. **Designees.** The District, or their designee, shall have the authority to act for and exercise any of the rights of the District as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the District through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To District: Fullerton School District; 1401 West Valencia Drive, Fullerton, CA 92833; Attention: Assistant Superintendent, Business ServicesNotices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning February 9, 2010 and ending February 8, 2015 ("Term"). This Agreement will continue

unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and /or the Custodian.

**DISTRICT:**

BY: \_\_\_\_\_  
Gary Cardinale

TITLE: Assistant Superintendent, Business Services

DATE: \_\_\_\_\_

**PARS:**

BY: \_\_\_\_\_

TITLE: Chief Financial Officer

DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the Fullerton School District:

1. Plan Consultation Services:
  - (A) Meeting with District personnel to discuss the impact to the District of implementing a Plan;
  - (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by District, to determine the fiscal feasibility of a Plan;
  - (C) Meeting with District personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
  - (D) Making appropriate revisions to the fiscal analysis as directed by District.
2. Plan Installation Services:
  - (A) Meeting with District personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
  - (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
  - (C) Providing the documentation needed to establish the Plan for review by District legal counsel.
3. Plan Administration Services:
  - (A) Monitoring the receipt of Plan contributions made by the District to the Custodian, based upon information received from the District and the Custodian;
  - (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the District and/or Custodian;
  - (C) Acting as ongoing liaison between the Participant and the District in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
  - (D) Producing benefit illustrations and processing enrollments;
  - (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written District certification of eligibility, authorized direction by the District, and the provisions of the Plan, and, to the extent possible, based upon District-provided Data;
  - (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by District. The District is responsible for integrating the PARS analysis into any District budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B  
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

1. Upon implementation of the Plan associated with this Agreement, the District agrees to pay an administration fee equal to five and one-half percent (5.50%) of all premiums made by the District on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the District, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.
2. In the event that the Plan associated with this Agreement is not implemented, the District agrees to pay a one-time fee equal to \$5,000.00. The fee will be billed to the District upon notice of cancellation of the Plan and it will be the responsibility of the District to pay this fee.

EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by District):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Birth Date
  - (D) Participant's Hire Date
  - (E) Participant's Contract Salary
  - (F) Years of District Service
  - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by District):
  - (A) Participant's Legal Name
  - (B) Participant's Position
  - (C) Participant's Address
  - (D) Participant's Birth Date
  - (E) Participant's Hire Date
  - (F) Participant's Contract Salary
  - (G) Years of District Service
  - (H) Retirement Date
3. Executed Legal Documents (provided by District):
  - (A) Certified Board Resolution
  - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
  - (C) Custodial Agreements/Disclosure Forms
  - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by District):
  - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
  - (A) Correction Form
  - (B) Enrollment Form
  - (C) Beneficiary Designation Form
  - (D) Tax Withholding Form
  - (E) Proof of Age
  - (F) Letter of Resignation

DISCUSSION/ACTION ITEM

**DATE:** February 9, 2010  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Kathy Ikola, Assistant to the Superintendent  
**SUBJECT:** **APPROVE NEW BOARD POLICY 3315, BUSINESS AND NONINSTRUCTIONAL OPERATIONS, GIFTS TO SCHOOL PERSONNEL**

Background: Upon review of the Fullerton School District Board Policies, it was noted that it was time to draft a board policy to reflect current laws and practice with regards to gifts from students and gifts from vendors.

The new Board Policy 3315 was presented to the Board of Trustees for the first reading at the January 19, 2010, Board Meeting. Input was received and this action item serves as the second reading and approval for this new board policy.

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

Funding: Not applicable.

Recommendation: Approve new Board Policy 3315, Business and Noninstructional Operations, Gifts to School Personnel.

MH:ki  
Attachment



**NEW BOARD POLICY**

**FULLERTON SCHOOL DISTRICT**

**BUSINESS AND NONINSTRUCTIONAL OPERATIONS**

**Policy No.: 3315**

**Gifts to School Personnel**

**Board Adopted: ( Board Meeting date )**

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**Gifts from Students**

The Board of Trustees believes that feelings of appreciation can be expressed in many ways. The Board encourages students and parents/guardians to write personal notes of appreciation or to express appreciation with a gift for the classroom. When accepting gifts, staff should be sensitive to the feelings of other students and use discretion when opening the gifts in front of others.

**Gifts from Vendors**

District employees shall not accept any gift, commission, or expense-paid trip from individuals or companies for the purpose of influencing the adoption or purchase of any instructional material. Gifts include any gift purchased specifically for an employee, which is not generally offered to other buyers. The District may reject bids from vendors who offer such incentives.

District employees who work for or serve as consultants for potential vendors shall not participate in evaluating any equipment, materials or services of that vendor or of its competitors.

This policy does not prohibit employees from accepting promotional or advertising items such as calendars, desk pads, notebooks and other office gadgets which are offered by business concerns free to all as part of their public relations program.

This policy also does not prohibit the acceptance of materials and/or services, which are of use and benefit to the District. (cf. 3290 – Gifts, Grants and Bequests)

Legal Reference:	Education Code	
	60071	Bribery of school official by publisher or manufacturer
	60072	Acceptance of bribe by school official
	60073	Penalties for violation of article
	60074	Supplying sample copies
	60075	Receiving sample copies
	60076	Inapplicability of article

DISCUSSION/ACTION ITEM

**DATE:** February 9, 2010

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

**FROM:** Kathy Ikola, Assistant to the Superintendent

**SUBJECT:** **APPROVE CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GOLNAZ AGAHI, SOCIALWISE CONSULTING SERVICES TO PROVIDE SUPPORT FOR THE DISTRICT'S 2010 FISCAL YEAR READINESS AND EMERGENCY MANAGEMENT FOR SCHOOLS (REMS) GRANT APPLICATION FOR THE 2009/2010 SCHOOL YEAR BEGINNING FEBRUARY 9, 2010**

Background: In June 2008, the Fullerton School District received notice that it was awarded the 2008 Fiscal Year REMS grant in the amount of \$249,997.00. This 18-month grant recently ended in December 2009, and played a significant role in helping to update and improve the District's emergency response plan.

The Department of Education's Office of Safe and Drug Free Schools recently announced new grant opportunities through the 2010 Fiscal Year REMS grant program. Having been a recipient of a previous REMS grant, Fullerton School District desires to apply for this new federal grant program as it will help to continue our efforts in the area of emergency preparedness. If awarded this grant, it will enable the District to strengthen emergency response plans, train personnel in emergency management procedures, and extend our partnership between community members, including local government, law enforcement, public health, private schools, and public safety providers.

Rationale: In a crisis or disaster event, the Fullerton School District has a responsibility to be well prepared to ensure that the District maintains a safe learning and working environment for all students and staff. To this end, the Board of Trustees is being asked to approve this consultant agreement so that the District's grant application may be prepared and submitted for consideration in a timely manner.

Funding: Cost not to exceed \$3,000 from Emergency Preparedness Safety Mandates Budget #8155050721-5805.

Recommendation: Approve Consultant Agreement between Fullerton School District and Golnaz Agahi, SocialWise Consulting Services to provide support for the District's 2010 Fiscal Year Readiness and Emergency Management for Schools (REMS) grant application for the 2009/2010 school year beginning February 9, 2010.

MH:ki  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Golnaz Agahi, SocialWise Consulting Services**, hereinafter referred to as "CONSULTANT."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT:

**To provide support for the District's 2010 Fiscal Year Readiness and Emergency Management for Schools (REMS) grant application.**

Services shall be provided by **Golnaz Agahi, SocialWise Consulting Services**.

2. Term. CONSULTANT shall provide services under this AGREEMENT **For the 2009/2010 school year beginning on February 9, 2010.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Three Thousand Dollars (\$3,000)**. CONSULTANT shall submit a detailed invoice to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT's approval of the invoice.

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

**CONTRACTOR:**

**Golnaz Agahi,**

**SocialWise Consulting Services**

**Address On File**

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 9th day of February, 2010.

**Fullerton School District**  
\_\_\_\_\_  
(Name of District)

By:

\_\_\_\_\_  
Signature

**Mitch Hovey, Ed.D.**  
\_\_\_\_\_  
Typed Name

**Superintendent**  
\_\_\_\_\_  
Title

**Golnaz Agahi,**  
**SocialWise Consulting Services**  
\_\_\_\_\_  
(Consultant Name)

By:

\_\_\_\_\_  
Signature

**Golnaz Agahi**  
\_\_\_\_\_  
Typed Name

**Owner**  
\_\_\_\_\_  
Title

**On File**  
\_\_\_\_\_  
Social Security or Taxpayer Identification  
Number

ADMINISTRATIVE REPORT

**DATE:** February 9, 2010

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

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

**SUBJECT:** "SUNSHINE" FULLERTON SCHOOL DISTRICT'S PROPOSAL TO NEGOTIATE SUCCESSOR AGREEMENT WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA), 2010-2013 SCHOOL YEARS

Background: Meetings and negotiations shall not take place on a proposal until the public has been given a reasonable amount of time to address the Board of Trustees and present their comments during the Public Comment period of the Board meeting.

The current Agreement with FETA expires on June 30, 2010. Negotiations for a successor agreement will begin with FETA no later than the agreed upon date of March 8, 2010. Once the Association and the Board's initial proposals have been submitted, the collective bargaining process may begin.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented at a public meeting, "sunshine."

Funding: Not applicable.

Recommendation: Not applicable.

MD:lm  
Attachment



FULLERTON SCHOOL DISTRICT  
SUNSHINE  
INITIAL PROPOSAL TO FETA  
2010-2013 Successor Agreement  
February 9, 2010

The Parties agreed to re-open for 2010-2013 Successor Agreement by March 2010. The District Intends to review the entire agreement with particular emphasis on the following areas:

**ARTICLE 5 ASSOCIATION RIGHTS**

H. The Association president may receive paid release time for up to one-half a full time unit position. Such release time shall only be used for Association business as it relates to the District. The object of the leave is to enhance communication between the District and the Association. Consequently such release time shall not be used for any purpose, which is in conflict with other provisions of the Agreement. The assignment held by the Association president must be conducive to the release time assignment requested. If not, the assignment shall be changed by mutual agreement of the parties. An Association president, whose work year is split between release time, and work time, as provided by this section, shall not use any work time for Association business.

**ARTICLE 8 HOURS OF EMPLOYMENT**

A. The work week for a full-time teacher shall be not less than 37-1/2 hours, normally to be rendered in units of 7-1/2 hours of school-based service per day, inclusive of a thirty (30) minute duty-free lunch period. The normal seven and one-half (7-1/2) hours of school-based services per day shall be structured and directed by the teacher's immediate administrator. The service shall be in conformity with the teacher's job description and may include such activities as:

E. Teachers will be provided with one-half (1/2) day of sub time twice yearly for those with kindergarten and 3-6 grade non-CSR classes, and elementary mild moderate SDC classes. Such time shall be used for conferences, conference prep, data input, data analysis, testing, grade level meetings, and other work as mutually agreed upon between the employee and supervisor. It is intended that school sites coordinate this time among teachers and the site administrator in order to minimize the amount of substitute time provided. Unscheduled or unused substitute time shall not be carried over to the second half of the year.

**ARTICLE 9 WORK YEAR**

The District has an interest in reviewing the certificated work year in an order to maintain fiscal solvency for 2010-2013 school year.

**ARTICLE 10 TRANSFERS**

D. District Initiated Transfer

A transfer may be initiated by the District for any of the following reasons:

1. Change in enrollment or staffing ratios;
2. Need for teachers specially credentialed and/or trained;
3. Need to move a teacher whose evaluation is negative to another evaluator or another environment to facilitate improvement with such transfer basis not to be used in consecutive years.
4. The welfare of the students or the welfare of the employee.

When the District initiates a transfer, the unit member shall be provided with information to support the reason(s) for the transfer. At the request of the employee, a conference will be held with the Assistant Superintendent of Personnel.

Teachers subject to district initiated transfers shall have the right to indicate preference from a list of vacancies.

In the event that transfer is necessitated by decrease in enrollment, the Immediate Administrator shall first determine if there are volunteers for transfer. If there are no volunteers, the Immediate

Administrator shall use the following criteria in designating the transferee:

1. Credentials to perform the required services in remaining positions.
  2. Specialized training and experience needed in a particular assignment.
  3. All other factors being equal, the teacher with the least District seniority shall be transferred.
- Whenever the District determines that a teacher is to be involuntarily transferred, the teacher shall be notified in writing within ten (10) days.

#### **ARTICLE 11 EVALUATION PROCEDURES**

The District has an interest in exploring options to make the evaluation process more meaningful to employees and in alignment with State and Federal focus within the "Race to the Top" philosophy.

#### **ARTICLE 12 PEER ASSISTANCE AND REVIEW**

The Association and the District are continuously striving to provide the highest possible quality of education. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers participating in the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. The District has a further interest in reviewing all aspects of the program due to reductions in funding and to facilitate removal of teachers who demonstrate little or no improvement after formal participation within the program.

#### **ARTICLE 13 LEAVES OF ABSENCE**

A. Sick Leave with Pay

3. Procedure: A teacher who will be absent should notify the principal or designee as soon as it is known that the teacher will be absent and no later than one and one-half (1 1/2) hours, if possible, before the teacher is to report for duty. Such notice shall be made by using the substitute reporting system. Teachers becoming aware of the need for absence due to surgery, maternity, or predictable or prior scheduled cause shall submit a statement to the administration as far in advance of the initial disability date as possible.

C. Personal Necessity

1. Definition. Personal necessity means any business, civic, or personal activity, which cannot be conducted before or after the school day. Personal travel, vacations, and recreational activities not directly related to professional responsibilities are not acceptable use of such time.

#### **ARTICLE 14 CLASS SIZE**

The District has an interest in reviewing the certificated class size ratios for 2010-2013 school years in order to maintain fiscal solvency.

#### **ARTICLE 16: SALARIES**

The District has interest in negotiating a reduction in salaries and salary schedules for the 2009-2013 school year in order to maintain fiscal solvency for the District.

#### **ARTICLE 17 FRINGE BENEFITS**

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

v) Effective May 1, 2003, the District will waive the employee's share of premiums for employees with spouses who work in the District, are eligible for insurance coverage, and are not enrolled in their own plan. Employees with spouses within the District will not be double covered.

#### **ARTICLE 21 MENTOR TEACHER**

The mentor program is no longer functioning. The article should be deleted and any references to the program should be restructured within the individual program.

## **ARTICLE 23 EARLY RETIREMENT**

A. Group medical insurance coverage shall be provided for by the District for teachers who have at least ten (10) years service in FSD and are retired from the Fullerton School District at age 55 or older and who retire under the State Teachers Retirement System (STRS), or the Public Employees Retirement System (PERS).

B. This provision will apply only to those employees who remain fully retired as defined by the appropriate retirement system until the employee reaches age 65 or becomes Medicare eligible when this benefit will cease. All benefits will cease with the death of the employee.

C. Eligible retired employees may select any medical plan, up to the cost of the PPO single plan. If a less expensive plan is selected, the retiree has the option of spending the difference on spousal coverage and paying remaining cost for two-party coverage on a monthly basis.

D. In order for a spouse to be covered they must have been covered by the employee by the end of open enrollment of any school year in which they retire.

## **ARTICLE 29 MISCELLANEOUS PROVISIONS**

C. The Board shall deliver to the Association ~~seventy-five (75)~~ copies of this Agreement.

## **ARTICLE 30 RE-OPENERS**

A. Negotiations During the Term of the Contract

1. Total Compensation: The parties agree that compensation in the form of both Salaries, Article 16 and Fringe Benefits, Article 17, shall be determined in years two and three of this Agreement by using the combination of both of these forms of compensation when comparing to the market. The parties shall not use either salary data or fringe benefit data alone to draw conclusions about the relative position of the District to its comparator agencies, i.e., the elementary districts in Orange County.

## **ARTICLE 31 SUMMER SCHOOL**

A. The selection of teachers for summer schools will apply to the following programs:

1. Regular education, including junior high proficiency, elementary remedial, and ESL/language acquisition.
2. Special education (extended year).
3. ~~School age child care.~~

B. A teacher may apply to teach in any and all programs for which he/she holds the appropriate credential.

C. The selection process will consist of the following steps and timeline when feasible:

1. Notice of certificated vacancies will be sent to all sites for posting during the first week in March.