

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, October 13, 2009  
4:30 p.m. Closed Session, 5:30 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments - Policy

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

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

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

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

Introductions/Recognitions

Cub Scout Pack #1218, Raymond School – Flag Salute  
Fullerton Technology Foundation, John Straser  
Hope International University, David Poole, Vice President  
Beginning Teacher Support and Assessment (BTSA) Recognition  
Raymond School Report

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Review Board Policy 5123 Students, Promotion/Acceleration/Retention

Approve Minutes

Regular meeting on September 22, 2009

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

Consent Items

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

1a. Approve/Ratify Certificated Personnel Report

- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors
- 1c. Approve/Ratify purchase orders numbered D22B0010 through D22B0017, D22C0011 through D22C0019, D22D0119 through D22D0162, D22M0051 through D22M0056, D22R0122 through D22R0159, D22S0069 through D22S0079, D22T0015 through D22T0018, D22V0013 through D22V0018, and D22X0168 through D22X0192, D22Z0073 through D22Z0074 for the 2009/2010 fiscal year
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120139 through 120227, out-of-date sequence purchase orders numbered 120183, 120114-A, DJ-120002, and DJ-120003, and processed food and commodity purchase orders numbered 120176-A and Cargill-120003 for the 2009/2010 school year
- 1e. Approve/Ratify warrants numbered 71159 through 71352 for the 2009/2010 school year in the amount of \$517,791.03
- 1f. Approve/Ratify Nutrition Services warrants numbered 7166 through 7223 for the 2009/2010 school year totaling \$124,310.27
- 1g. Approve 2009/2010 stipends for Peer Assistance and Review (PAR) Joint Panel teacher members
- 1h. Approve/Ratify submission of the 2009/2010 Operations Application for the K-3 Class Size Reduction program and certify that the statements included on the attached application are true and accurate
- 1i. Amend 2010/2013 service agreement between Paradigm Healthcare Services and the Fullerton School District for Local Education Agency Medi-Cal and Medi-Cal Administrative Activities Billing Claims
- 1j. Approve/Ratify agreement with the Orange County Department of Education to provide Professional Development for the AB 430 Administrator Training Program, September 1, 2009 – June 30, 2011
- 1k. Approve/Ratify consultant agreement between Fullerton School District and the University of California, Los Angeles (UCLA) School Management Program for Ladera Vista Junior High School for Professional Development conducted on September 25, 2009
- 1l. Approve Williams litigation settlement uniform complaint report for quarter 1 (July 1, 2009 – September 30, 2009)
- 1m. Approve/Ratify warrant number 1093 for the 2009/2010 school year in the amount of \$146,829.72 (District 48, Amerige Heights)

#### Public Hearing

Conduct public hearing for adoption of Resolution #09/10-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2009/2010

#### Discussion/Action Items

- 2a. Adoption of Resolution #09/10-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2009/2010
- 2b. Approve settlement agreement between the Fullerton School District and California School Employees Association Chapter #130 relating to mediation settlement reached on September 11, 2009 and requires AB 1200 disclosures

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

#### Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 3, 2009, 4:30 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, September 22, 2009  
3:30 p.m. Closed Session, 5:30 p.m. Open Session  
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:33 p.m., and Kathy Ikola led the Pledge of Allegiance to the Flag.

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

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 3:34 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 5:42 p.m. President Sugarman reported that in closed session the Board voted 5-0 to uphold the decision of the Woodcrest School Student Intervention Team, the District Appeal Committee, and the Superintendent regarding student case #2009.10.01. The decision of the Board is final. Per Education Code 48070.5, the appealing party has the right to submit a written statement of objections that shall become a part of the student's record.

Introductions/Recognitions

Cub Scout Pack #234 from Acacia School and St. Juliana's led the pledge of allegiance to the flag, and President Sugarman presented the Scouts with a Certificate of Appreciation.

Public Comments

Fullerton resident Jeff Buchanan spoke to the Board regarding his past history in the District as a tree trimmer and expressed his concerns regarding what he feels was not adequate communication with the Maintenance and Business Departments. Mr. Buchanan also presented a letter to the secretary at the Board table.

Superintendent's Report

Dr. Hovey's report: enrollment is up by 188 students from last year, total enrollment at 13,244; attended presentation by Ron Bennett at OCDE regarding the State budget; represented the District at the Neighbors United for Fullerton Education Forum at the Public Library, answered questions from the audience; per the latest release of the 2008/2009 Academic Performance Index (API) scores, 18 of 20 of the District's schools made positive growth with 14 of the 20 schools achieving double-digit increases, and the District as a whole achieved a double-digit increase; Happy Birthday to Trustee Berryman this Thursday, September 24; Ken Valburg accepted a position as Principal in the Placentia-Yorba Linda Unified School District, Glenda Thompson is now the Interim Principal at Orangethorpe School, District will consult with staff and parents to obtain input regarding desired characteristics for the next Principal of Orangethorpe School, will advertise opening throughout the State; congratulations to Hermosa Drive School and Teacher Janny Meyer on the upcoming Golden Bell Award validation visit.

Information from the Board of Trustees

Trustee Thornley commented there is already much good news in the District after only a few weeks since the start of school, and she wished everyone a great school year.

Trustee Duncan's report: thanked Ken Valburg for his service to the District and wished him luck in the Placentia-Yorba Linda Unified School District; belongs to a group called the Achievement Gap Committee, headed by Sharon Quirk, that meets at Senator Correa's office - committee includes Jose Solario, Claire Cavallaro, professors from Cal State Fullerton and Cal State Long Beach, and representatives from the Orange County Business Council – at the upcoming Achievement Gap Summit at Cal State Fullerton on October 2, Congressman Ed Royce will attend

and Jack Bedell from Cal State Fullerton will speak; had the pleasure of watching Principal of Nicolas Junior High School, Mathew Barnett, having his head shaved at the school.

Trustee Berryman's report: thanked principals for their work on the Back to School nights; applauded the Nutrition Services Department for setting up tables at the Back to School nights that display the foods that are available to students at lunch time; attended Raymond School's Patriot Day and enjoyed the program presented by the scouts; attended the Fullerton Joint Union High School District PTA Leader Breakfast and distributed a packet from Superintendent Giokaris to her fellow Trustees; observed Nicolas Junior High Principal Mathew Barnett having his head shaved at the school.

President Sugarman's report: a student at Troy High School, who attended Laguna Road and Parks Junior High Schools, won the National PTA Reflections Contest – and hats off to the student's teachers and Lauralyn Eschner; praised Superintendent Hovey for spending time speaking and answering questions at the Neighbors United for Fullerton (NUFF) Education Forum and at the PTA Council Meeting; today at Villa del Sol, the City of Fullerton made history when Meg Whitman announced her candidacy for Governor of the State of California.

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

DELAC representative and Richman School parent, Wafa Saada, reported on the topics of discussion at the September 17 DELAC meeting. Mrs. Saada stated the next DELAC meeting is scheduled for November 20, 9:00 a.m., at Sunset Lane School.

PTA President Luz Howchin's report: the first PTA Council meeting of the school year was held earlier today; discussed this year's membership challenge; total volunteer hours last year totaled 197,756; the FIES toy drive will begin in November.

CSEA Secretary Marleen Acosta's report: two positions on the CSEA Executive Board have been filled – Carol Kerns is 2<sup>nd</sup> Vice President and Becky Arbisio is the Site Rep Coordinator; thanked the District for working with CSEA to have a Tentative Agreement; CSEA will vote on September 28.

FESMA representative Jackie Pearce stated she is extremely happy with the API results, and she thanked the Board and Cabinet for allowing the Staff Development Day this Friday.

#### Approve Minutes

Moved by Minard Duncan, seconded by Ellen Ballard and carried 4-1 (Trustee Thornley abstained due to absence at September 8 Board meeting) to approve the minutes of the Regular meeting on September 8, 2009.

#### Consent Items

Moved by Minard Duncan, seconded by Ellen Ballard and carried 5-0 to approve the consent items including the correction to #10. Trustee Ballard read aloud Resolution #09/10-07 regarding Red Ribbon Week.

- 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 D22C0009 through D22C0010, D22D0090 through D22D0118, D22L0015, D22M0042 through D22M0050, D22R0091 through D22R0121, D22S0060 through D22S0068, D22T0012 through D22T0014, D22V0010 through D22V0012, and D22X0108 through D22X0167 for the 2009/2010 fiscal year
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120088 through 120138, out-of-date sequence purchase order number DJ-120001, and processed food and commodity purchase order number DJ-120002 for the 2009/2010 school year
- 1e. Approve/Ratify warrants numbered 70994 through 71158 for the 2009/2010 school year - total amount presented for approval: \$564,584.44
- 1f. Approve/Ratify Nutrition Services warrants numbered 7155 through 7165 for the 2009/2010 school year totaling \$15,324.35
- 1g. Adopt Resolution #09/10-07 proclaiming October 26-30, 2009 as Red Ribbon Week in the Fullerton School District
- 1h. Ratify 2009/2010 Agreement for Provision of Orange County Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School – Agreement #34773

- 1i. Approve/Ratify Classified Personnel Report
- 1j. Approve Classified tuition reimbursements
- 1k. Approve/Ratify renewal of Bid Agreements with the following companies to provide Nutrition Services with the cited products for the 2009/2010 school year: A&R Wholesale (groceries, snacks); ASR Food Distributors, Inc. (frozen foods); Driftwood Dairy (dairy); Goldstar Foods (frozen foods, condiments); P&R Paper Supply Company (paper products); Papa John's (pizza); Swift Produce (produce); and US Foodservice (groceries, condiments)
- 1l. Approve/Ratify new Bid Agreements with the following companies to provide Nutrition Services with the cited products for the 2009/2010 school year: Campus Foods (groceries, cereals, condiments, snacks); Swisher (cleaning and sanitation chemicals); and Trade Supplies (paper products)
- 1m. Approve Agreement with Project Access for Hermosa Drive School staff to provide after school extended learning during the 2009-/2010 school year to Hermosa Drive students residing at North Hills apartments
- 1n. Approve Independent Contractor Agreement with Barbara Cristiano for teaching music theory and piano keyboarding to support the Math & Music Program at Fern Drive School from October 1, 2009 to June 30, 2010
- 1o. Approve the Telecommunications of Orange County (TOC) Agreement for 2009/2010

Administrative Reports

2a. Fullerton School District 2008/2009 STAR Results

Janet Morey, Sung Chi, Julie Brandon, Sue Albano, and Debbie Warren presented a Promethean-interactive report regarding STAR (Standardized Testing and Reporting) test results for 2008/2009. During the report, Board and staff members were provided with ActiveVoters for use during the presentation. The report included an overall summary of student achievement District-wide, a report of the achievement levels of significant subgroups, longitudinal API/AYP comparisons, CMA and CAPA results, and the status of Program Improvement Schools.

2b. Announcement of Appointment of Classified Personnel Commissioner

Mark Douglas announced that Janet McNeill is the Board's candidate for the Personnel Commission, and a public hearing has been scheduled on November 3, 2009.

2c. Developer Fees Report

Gary Cardinale stated that by presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

2d. Sunshine Fullerton Elementary Teachers Association (FETA) Proposal to negotiate with the Fullerton School District (2009/2010)

Mark Douglas discussed the context of the FETA Proposal.

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

Trustee Duncan requested a report regarding what the District is doing regarding "going green".

Adjournment

President Sugarman adjourned the Regular meeting on September 22, 2009 at 7:37 p.m.

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Clerk, Board of Trustees

CONSENT ITEM

**DATE:** October 13, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

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

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON OCTOBER 13, 2009**

**NEW HIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Rob Beecher	Substitute Teacher	Employ	100	09/22/09
Amy Chan	Substitute Teacher	Employ	100	09/10/09
Allison Chow	Substitute Teacher	Employ	100	09/22/09
Teresa Edmisten	Substitute Teacher	Employ	100	09/08/09
Carina Kim	Substitute Teacher	Employ	100	09/18/09
Amy Lees	Substitute Teacher	Employ	100	09/02/09
Adrian Lucero	Substitute Teacher	Employ	100	09/21/09
Allison McMath	Substitute Teacher	Employ	100	09/14/09
Ashley Redfox	Substitute Teacher	Employ	100	09/09/09
Jennifer Shearer	Substitute Teacher	Employ	100	09/23/09
Barbara Smith	Substitute Teacher	Employ	100	09/09/09
Jill Taloa	Substitute Teacher	Employ	100	09/22/09
Moyca Tellez	Substitute Teacher	Employ	100	09/21/09
Judith Blakeney	English/Technology/ Parks	IV/1	100	09/28/09
Olivia Hanning	PE (40%)/Golden Hill	II/2	341	09/22/09
John Gustafson	4 <sup>th</sup> Grade/Hermosa	IV/1	100	09/28/09
Kyle Williamson	SDC Mild Moderate/ Pacific Drive	III/1	225	10/06/09
Daniela Wilmes	ECE Special Ed.(50%)/ Richman	II/4	248	10/14/09
Caryn Zimmermann	Science (40%)/Raymond	II/6	212/302	10/06/09



**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 13, 2009**

**REHIRES**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Christina Kim	Core (60%)/Ladera Vista	III/3	100	09/28/09
Erika Ostergaard	2 <sup>nd</sup> Grade (50%)/Hermosa	II/2	100	08/27/09
Maria Teven	PE (50%)/Pacific Drive	II/4	341	10/01/09

**EXTRA DUTY ASSIGNMENTS**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Anthony Martinez	Teaching an additional period at Ladera Vista	\$63.04 – 1/7 of per diem from 341	08/31/09-06/18/10
Jon Samuelson	Teaching an additional period at Ladera Vista	\$65.82 – 1/7 of per diem from 341	08/31/09-06/18/10

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

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Jeanie Lee	2 <sup>nd</sup> Grade/Fisler	Leave of Absence	09/09/09-11/10/09
Robin Ruble	4 <sup>th</sup> Grade/Hermosa	Retire	09/21/09
Amy Trauscht	Soc. Science/Lang. Arts/ Ladera Vista	Resign	10/30/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 13, 2009.

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Clerk/Secretary

CONSENT ITEM

**DATE:** October 13, 2009

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

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

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

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

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

FULLERTON SCHOOL DISTRICT

*Gifts – October 13, 2009*

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Supervalu (Community Partner)	Monetary donation of \$397.63 for the school
Beechwood	Supervalu (Community Partner)	Monetary donation of \$76.93 for the school
Beechwood	Lab Safety Supply, Inc. (Community Partner)	Monetary donation of \$88.00 for the school
Beechwood	Target (Community Partner)	Monetary donation of \$174.59 for the school
Fern Drive	Supervalu (Community Partner)	Monetary donation of \$204.50 for the school
Fern Drive	Fern Drive PTA (PTA)	Monetary donation of \$5,000.00 for the school's music & math program
Fern Drive	Target (Community Partner)	Monetary donation of \$388.08 for the school
Fisler	Target (Community Partner)	Monetary donation of \$307.03 for the Fisler Technology program
Fullerton School District	Supervalu (Community Partner)	Monetary donation of \$126.15 for Hands-on Science Program
Fullerton School District	Costco Wholesale (Community Partner)	Food donation valued at \$50.00 for Junior High School Principal/Cabinet Meeting
Fullerton School District	Orange County's Credit Union (Community Partner)	Donation of school supplies collected from a community drive to be divided among schools
Fullerton School District	Fullerton Community Bank (Community Partner)	Monetary donation of \$3,000.00 to offset cost of laptop bags
FSD/Laptops for Learning	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation totaling \$78,310.00
Hermosa Drive	Orange County Water District (Community Partner)	Grant of \$200.00 for the school
Hermosa Drive	Anonymous Donor	Monetary donation of \$100.00 for the school

**FULLERTON SCHOOL DISTRICT***Gifts – October 13, 2009*

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Hermosa Drive	Mr. & Mrs. David J. Martinez (Parents)	Monetary donation of \$55.00 for technology program
Ladera Vista	Target (Community Partner)	Monetary donation of \$155.72 for the school
Laguna Road	Supervalu (Community Partner)	Monetary donation of \$184.33 for the school
Laguna Road	Laguna Road Support Our School Foundation (Community Partner)	Monetary donation of \$50,000.00 for the school
Laguna Road	Wells Fargo Bank (Community Partner)	Monetary donation of \$65.00 for the school
Laguna Road	Sonny Shin (Parent)	Donation of 2 chairs (est. value of \$900.00) for the school
Orangethorpe	John Wilson Phelps II Trust (Community Partner)	Monetary donation of \$2,000.00 for the school
Orangethorpe	Target (Community Partner)	Monetary donation of \$109.30 for the school
Pacific Drive	Target (Community Partner)	Monetary donation of \$198.36 for the school
Parks	Target (Community Partner)	Monetary donation of \$69.72 for the school
Parks	Supervalu (Community Partner)	Monetary donation of \$81.24 for yearbook materials
Parks	Mr. & Mrs. Mark Hawkey (Parents)	Monetary donation of \$100.00 for yearbook materials
Raymond	Wells Fargo Foundation Matching Gift Program (Community Partner)	Monetary donation of \$26.00 for the school
Raymond	Wal-Mart Foundation (Community Partner)	Monetary donation of \$250.00 for the school
Rolling Hills	Tanaka Farms (Community Partner)	Monetary donation of \$755.00 for Fine Arts program

FULLERTON SCHOOL DISTRICT

*Gifts – October 13, 2009*

<b><u>SCHOOL / SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Rolling Hills	Just Give/Microsoft Search and Give Team (Community Partner)	Monetary donation of \$77.24 for the school
Rolling Hills	Target (Community Partner)	Monetary donation of \$326.06 for the school
Woodcrest	Fullerton Emblem Club #469 (Community Partner)	Donation of 100 backpacks with school supplies
Woodcrest	Costco Wholesale (Community Partner)	Donation of 200 backpacks with school supplies
Woodcrest	Schools First Federal Credit Union (Community Partner)	Donation of miscellaneous school supplies

CONSENT ITEM

**DATE:** October 13, 2009

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

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

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

**SUBJECT:** **APPROVE/RATIFY PURCHASE ORDERS NUMBERED D22B0010 THROUGH D22B0017, D22C0011 THROUGH D22C0019, D22D0119 THROUGH D22D0162, D22M0051 THROUGH D22M0056, D22R0122 THROUGH D22R0159, D22S0069 THROUGH D22S0079, D22T0015 THROUGH D22T0018, D22V0013 THROUGH D22V0018, and D22X0168 THROUGH D22X0192, D22Z0073 THROUGH D22Z0074 FOR THE 2009/2010 FISCAL YEAR**

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered D22B0010 THROUGH D22B0017, D22C0011 THROUGH D22C0019, D22D0119 THROUGH D22D0162, D22M0051 THROUGH D22M0056, D22R0122 THROUGH D22R0159, D22S0069 THROUGH D22S0079, D22T0015 THROUGH D22T0018, D22V0013 THROUGH D22V0018, and D22X0168 THROUGH D22X0192, D22Z0073 THROUGH D22Z0074 for the 2009/2010 fiscal year.

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
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FROM 09/01/2009 TO 09/21/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22B0010	MCGRAW HILL	8,950.89	8,950.89	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0011	HOUGHTON MIFFLIN COMPANY	2,665.68	2,665.68	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0012	HOUGHTON MIFFLIN COMPANY	15,123.76	15,123.76	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0013	HOUGHTON MIFFLIN COMPANY	12,659.37	12,659.37	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0014	HOUGHTON MIFFLIN COMPANY	424.30	424.30	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0015	HOUGHTON MIFFLIN COMPANY	1,196.25	1,196.25	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0016	HOUGHTON MIFFLIN COMPANY	3,704.03	3,704.03	0138055103 4100	Instructional Material K 8 / Textbooks
D22B0017	HOUGHTON MIFFLIN COMPANY	766.77	766.77	0138055103 4100	Instructional Material K 8 / Textbooks
D22C0011	CALIFORNIA SCHOOL BOARDS ASSOC	275.00	275.00	0160690371 5210	Food Services / Conferences and Meetings
D22C0012	AMERICAN RED CROSS	220.00	220.00	8155050721 5210	EP Safety Mandates PR / Conferences and Meetings
D22C0013	SAN DIEGO CNTY OFFICE OF EDUCA	80.00	80.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
D22C0014	CASBO	475.00	475.00	0153750799 5210	Business Administration DC / Conferences and Meetings
D22C0015	ATKINSON ANDELSON LOYA RUDD RO	49.00	49.00	0152351709 5210	Contract Admin Discret / Conferences and Meetings
D22C0016	CALIFORNIA MATH COUNCIL SOUTH	140.00	140.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
D22C0017	CALIFORNIA CONSORTIUM FOR	590.00	590.00	0152055779 5210	Education Services Discret / Conferences and Meetings
D22C0018	CASCWA	200.00	200.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
D22C0019	ORANGE COUNTY COUNCIL FOR GIFT	70.00	70.00	0109715279 5210	Suppl Grant Supp Admin Golden / Conferences and
D22D0119	S&S WORLDWIDE INC	236.16	236.16	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22D0120	ACORN NATURALISTS	415.07	415.07	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
D22D0121	DISCOUNT SCHOOL SUPPLY	1,934.02	1,934.02	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22D0122	AMAZON.COM	1,301.96	325.50	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			325.50	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			325.46	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			325.50	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
D22D0123	COASTAL PUBLISHING GROUP INC	626.80	626.80	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr

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D22D0124	LAKESHORE LEARNING	976.58	976.58	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0125	JONES-CAMPBELL CO	482.56	482.56	0130411103 4310	SBCP Instruction Beechwood / Materials and Supplies Instr
D22D0126	OFFICE DEPOT BUSINESS SERVICE	1,853.32	926.69	0132952271 4350	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
			463.29	1208526271 4350	Childcare Admin Rolling Hills / Materials and Supplies
			463.34	1208530271 4350	Childcare Admin Fisler / Materials and Supplies Office
D22D0127	KAPLAN SCHOOL SUPPLY	2,902.70	1,097.41	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			707.82	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			1,097.47	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22D0128	DISCOUNT SCHOOL SUPPLY	864.17	432.09	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			432.08	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
D22D0129	NATURE WATCH	238.74	238.74	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
D22D0130	HOUGHTON MIFFLIN COMPANY	1,688.34	1,688.34	0138055103 4100	Instructional Material K 8 / Textbooks
D22D0131	DISCOUNT SCHOOL SUPPLY	339.52	339.52	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22D0132	TROXELL COMMUNICATIONS	5,640.86	2,820.43	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
			2,820.43	0130421103 4310	SBCP Instr Orangethorpe / Materials and Supplies Instr
D22D0133	SPRINT PCS	42.00	42.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22D0134	REALLY GOOD STUFF	204.55	204.55	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
D22D0135	SCHOLASTIC INC	104.81	104.81	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
D22D0136	LIBERTS	495.57	495.57	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
D22D0137	WEISSMAN'S	1,808.68	1,808.68	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
D22D0138	GOV CONNECTION	1,132.08	1,132.08	0130411103 4310	SBCP Instruction Beechwood / Materials and Supplies Instr
D22D0139	GOV CONNECTION	1,083.15	1,083.15	0130421103 4310	SBCP Instr Orangethorpe / Materials and Supplies Instr
D22D0141	CURRICULUM ASSOCIATES	54.22	54.22	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0142	SUPPLY MASTER	502.58	502.58	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
D22D0143	SCHOOL SPECIALTY	58.59	58.59	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr



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D22D0144	SIGNS PLUS	64.98	64.98	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
D22D0145	PERMA BOUND	3,401.53	3,401.53	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22D0146	COMPLETE BUSINESS SYSTEMS	503.84	503.84	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
D22D0147	LORSON'S BOOKS & PRINTS	220.87	220.87	0134526101 4310	English Lang Acq Prg Rolling H / Materials and Supplies
D22D0148	AMAZON.COM	47.98	47.98	0134526101 4310	English Lang Acq Prg Rolling H / Materials and Supplies
D22D0149	SCHOOL MATE	968.47	968.47	0109729109 4310	Suppl Grant Support Woodcrest / Materials and Supplies
D22D0150	EDGEWOOD PRESS INC	527.44	527.44	0109729109 4310	Suppl Grant Support Woodcrest / Materials and Supplies
D22D0151	PREMIER SCHOOL AGENDA	1,099.97	1,099.97	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
D22D0152	GOV CONNECTION	32.08	32.08	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22D0153	STAPLES 025724519	344.81	344.81	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0154	LAKESHORE LEARNING	325.16	325.16	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0155	NATURE WATCH	2,356.38	1,178.23	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			589.04	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			589.11	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22D0156	NATURE WATCH	643.19	321.65	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			160.74	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			160.80	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22D0157	LEARNING PORT, THE	2,114.54	1,057.27	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			528.64	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			528.63	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22D0158	LAKESHORE LEARNING	800.57	800.57	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0159	NASCO WEST INC	177.10	177.10	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0160	NASCO WEST INC	1,264.54	1,264.54	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22D0161	OFFICE DEPOT BUSINESS SERVICE	943.47	475.01	0132952271 4350	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Offi
			186.67	1208511271 4350	Childcare Admin Beechwood / Materials and Supplies
			93.93	1208513271 4350	Childcare Admin Fern Drive / Materials and Supplies

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D22D0161	*** CONTINUED ***		93.93	1208526271 4350	Childcare Admin Rolling Hills / Materials and Supplies
			93.93	1208527271 4350	Childcare Admin Sunset Lane / Materials and Supplies
D22D0162	LEARNING PORT, THE	2,022.75	1,011.38	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
			505.70	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			505.67	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22M0051	CARRIER SALES AND DISTRIBUTION	2,309.34	2,309.34	1453326859 4363	Deferred Maint Fac Rollng Hill / Materials and Supplies
D22M0052	TEAM INSPECTIONS	2,600.00	2,600.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22M0053	ATOMICCLOCKS.COM	643.28	643.28	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0054	AIR FILTRATION SOLUTIONS	7,442.24	7,442.24	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22M0055	DEPT OF INDUSTRIAL RELATIONS	105.00	105.00	0153353819 5899	Plant Maintenance DC / Other Expenses
D22M0056	LENNOX INDUSTRIES INC	1,006.42	1,006.42	1453329859 4363	Deferred Maint Fac Woodcrest / Materials and Supplies
D22R0122	SUPPLY MASTER	144.20	144.20	0140055249 4350	Multi Media Technology DC / Materials and Supplies
D22R0123	DECISION INSIGHT LLC	16,730.00	16,730.00	0140955259 5810	Information Systems ServicesDC / Data Processing
D22R0124	COSGROVE, MARILEE	340.26	80.43	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			179.40	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			80.43	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22R0125	EDUCATIONAL RESOURCES	57.95	57.95	0160690371 4350	Food Services / Materials and Supplies Office
D22R0126	EDUCATIONAL TESTING SERVICE	52.00	52.00	0130423103 4310	SBCP Instr Parks / Materials and Supplies Instr
D22R0127	COMPLETE BUSINESS SYSTEMS	750.00	750.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
D22R0128	BOSSE, MONIQUE N	69.13	24.37	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Instr
			10.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
			34.76	1208527271 4350	Childcare Admin Sunset Lane / Materials and Supplies
D22R0129	ELECTROMEDICAL	2,020.69	2,020.69	0151354341 5640	Health Services / Repairs by Vendors
D22R0130	FRONTLINE PLACEMENT TECHNOLOGI	11,162.00	11,162.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
D22R0131	NATIONAL SCHOOL PUBLIC RELATIO	240.00	240.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships

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D22R0132	E L ACHIEVE	11,934.38	11,934.38	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
D22R0133	COSGROVE, MARILEE	1,207.39	130.48	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
			486.96	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
			97.52	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			30.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			120.13	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			120.13	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			154.34	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			67.83	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22R0134	APPLE COMPUTER INC.	854.88	854.88	0181200001 4310	Lottery Instr Materials Exp / Materials and Supplies Instr
D22R0135	FULLERTON ELEMENTARY TEACHERS	926.07	926.07	0152151749 5895	Personnel Serv Certificated DC / Service Awards
D22R0136	ACADEMIC CAPITAL GROUP	3,254.93	3,254.93	0181200001 4310	Lottery Instr Materials Exp / Materials and Supplies Instr
D22R0137	WESTERN PSYCHOLOGICAL SERVICES	657.88	657.88	0151154321 4315	Psychological Services / Materials Test Kits Protocols
D22R0138	ARIAS, GABRIELA	584.98	584.98	0111621109 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
D22R0139	DESAI, SHITAL	15.21	15.21	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
D22R0140	FLESSING, HEATHER	561.68	561.68	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
D22R0141	INTL BACCALAUREATE NORTH AMERI	1,103.00	1,103.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
D22R0142	RENAISSANCE LEARNING INC	753.00	753.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
D22R0143	CALIFORNIA WEEKLY EXPLORER INC	1,190.00	1,190.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Instr
D22R0144	CALIFORNIA WEEKLY EXPLORER INC	1,000.00	1,000.00	0111610109 5850	Donations Instr Acacia / Admission Fees
D22R0145	CENTENNIAL HERITAGE MUSEUM	576.00	576.00	0111610109 5850	Donations Instr Acacia / Admission Fees
D22R0146	SUPPLY MASTER	155.11	77.56	6855158741 4350	American Disability Act DC / Materials and Supplies
			77.55	8152451741 4350	Property and Liability / Materials and Supplies Office
D22R0147	KALBHENN, RAY	95.66	95.66	0130421103 4310	SBCP Instr Orangethorpe / Materials and Supplies Instr
D22R0148	LEE, RACHEL	401.68	401.68	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0149	ASCARI, PATRICIA	389.30	389.30	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr

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D22R0150	DESAI, SHITAL	158.54	158.54	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0151	CANDELARIA, MELINDA L	247.92	247.92	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
D22R0152	MAILERS ENGINEERING	694.41	694.41	0140655249 5640	Textbook Distribution Discret / Repairs by Vendors
D22R0153	CALIFORNIA CONSORTIUM FOR	55.00	55.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
D22R0154	CALIFORNIA CONSORTIUM FOR	55.00	55.00	0152055779 5310	Education Services Discret / Dues and Memberships
D22R0155	SUPPLY MASTER	116.54	116.54	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
D22R0156	RENAISSANCE LEARNING INC	3,153.00	1,576.50	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			1,576.50	0130430101 4310	SBCP Instructional Fisler / Materials and Supplies Instr
D22R0157	G E MENDEZ FOUNDATION	332.50	332.50	0125055101 4310	IASA Drug Free Schools / Materials and Supplies Instr
D22R0158	MATH OLYMPIADS	89.00	89.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
D22R0159	TEACHER CREATED MATERIALS	320.58	320.58	0138055103 4100	Instructional Material K 8 / Textbooks
D22S0069	ALPHA SCIENTIFIC MEDICAL INC	113.75	113.75	0100000000 9320	Unrestricted / Stores
D22S0070	BEST BUY CHEMICAL AND SUPPLY	178.00	178.00	0100000000 9320	Unrestricted / Stores
D22S0071	GALE SUPPLY COMPANY	418.41	418.41	0100000000 9320	Unrestricted / Stores
D22S0072	PIONEER STATIONERS	2,221.11	2,221.11	0100000000 9320	Unrestricted / Stores
D22S0073	OFFICE DEPOT BUSINESS SERVICE	61.44	61.44	0100000000 9320	Unrestricted / Stores
D22S0074	SCHOOL SPECIALTY	502.22	502.22	0100000000 9320	Unrestricted / Stores
D22S0075	SOUTHWEST SCHOOL SUPPLY	555.17	555.17	0100000000 9320	Unrestricted / Stores
D22S0076	OFFICE MAX	1,879.20	1,879.20	0100000000 9320	Unrestricted / Stores
D22S0077	RAYVERN LIGHTING SUPPLY CO INC	197.69	197.69	0100000000 9320	Unrestricted / Stores
D22S0078	FULLERTON HARDWARE	61.69	61.69	0100000000 9320	Unrestricted / Stores
D22S0079	OFFICE DEPOT BUSINESS SERVICE	48.15	48.15	0100000000 9320	Unrestricted / Stores
D22T0015	PACIFIC SUPPLY COMPANY	458.45	102.36	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			356.09	0156656369 4360	Transportation Special Ed DC / Materials and Supplies

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D22T0016	PETRO-DIAMOND INC	94.08	94.08	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22T0017	PARKHOUSE TIRE INC	1,201.09	243.14	0156656369 4360	Home to Sch Transportation DC / Materials and Supplies
			957.95	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
D22T0018	PACIFIC SUPPLY COMPANY	286.51	184.20	0156656369 4360	Home to Sch Transportation DC / Materials and Supplies
			102.31	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
D22V0013	APPLE COMPUTER INC.	121,820.48	121,820.48	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
D22V0014	PROVANTAGE	3,087.33	3,087.33	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22V0016	TROXELL COMMUNICATIONS	542.66	271.33	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
			271.33	0130421103 4310	SBCP Instr Orangethorpe / Materials and Supplies Instr
D22V0017	CULVER NEWLIN INC	3,432.15	3,432.15	2567210859 6410	Fac Growth Dev Fees Acacia / New Equip Less Than
D22V0018	USA SHADE AND FABRIC STRUCTURE	27,073.23	26,565.00	0111623859 6200	Made in the Shade Fac Parks / Buildings and Improve of
			508.23	0136723859 6200	API Facilities Parks / Buildings and Improve of Build
D22X0168	STATER BROS	500.00	500.00	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
D22X0169	STATER BROS	500.00	500.00	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22X0170	COSTCO WHOLESALE	1,000.00	1,000.00	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
D22X0171	COSTCO WHOLESALE	1,000.00	1,000.00	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22X0172	COSTCO WHOLESALE	1,000.00	1,000.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22X0173	COSTCO WHOLESALE	1,000.00	1,000.00	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22X0174	STAPLES 025724519	500.00	500.00	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
D22X0175	STAPLES 025724519	500.00	500.00	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22X0176	STATER BROS	500.00	500.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
D22X0177	STATER BROS	500.00	500.00	0139452101 4310	OC School Nurse Expansion Inst / Materials and Supplies
D22X0178	STAPLES 025724519	1,000.00	1,000.00	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22X0179	CM SCHOOL SUPPLY COMPANY	1,500.00	1,500.00	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
D22X0180	CM SCHOOL SUPPLY COMPANY	1,500.00	1,500.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 10/13/2009**

FROM 09/01/2009 TO 09/21/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22X0181	CM SCHOOL SUPPLY COMPANY	1,500.00	1,500.00	0139252101 4310	Prop 10 OC Families Instr / Materials and Supplies Instr
D22X0182	KRAUS, MRS SHEILA	6,000.00	6,000.00	0142054201 5805	Special Ed Administration / Consultants
D22X0183	ALLIED INTERPRETING SERVICES I	13,000.00	13,000.00	0142054201 5805	Special Ed Administration / Consultants
D22X0184	RUTAN AND TUCKER	20,000.00	10,000.00 10,000.00	0152151749 5825 0152351709 5825	Personnel Serv Certificated DC / Legal Assistance Contract Admin Discret / Legal Assistance
D22X0185	PARKER AND COVERT LLP	10,000.00	5,000.00 5,000.00	0152151749 5825 0152351709 5825	Personnel Serv Certificated DC / Legal Assistance Contract Admin Discret / Legal Assistance
D22X0186	CHIDESTER AND ASSOCIATES, MAR	1,500.00	750.00 750.00	0152151749 5825 0152351709 5825	Personnel Serv Certificated DC / Legal Assistance Contract Admin Discret / Legal Assistance
D22X0187	ROTARY CLUB OF FULLERTON SUNRI	1,200.00	1,200.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
D22X0188	STATE OF CALIFORNIA	500.00	500.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
D22X0189	PEPPER MUSIC, J W	400.00	400.00	0110220119 4310	Dance and Choir Nicolas / Materials and Supplies Instr
D22X0190	CANON USA INC	3,000.00	3,000.00	0130416103 5640	SBCP Instr Hermosa / Repairs by Vendors
D22X0191	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
D22X0192	MAXIM HEALTHCARE SERVICES INC	47,000.00	47,000.00	0124154391 5805	ARRA IDEA Basic Local Pupil / Consultants
D22Z0073	SPRINT PCS	3,300.00	3,300.00	0154253829 5900	Custodial Discretionary / Communications
D22Z0074	NATURAL GREEN	15,000.00	15,000.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
	<b>Fund 01 Total:</b>	<b>318,791.56</b>			
	<b>Fund 12 Total:</b>	<b>12,203.32</b>			
	<b>Fund 14 Total:</b>	<b>3,315.76</b>			
	<b>Fund 21 Total:</b>	<b>5,687.33</b>			
	<b>Fuud 25 Total:</b>	<b>3,432.15</b>			
	<b>Fund 68 Total:</b>	<b>77.56</b>			
	<b>Fund 81 Total:</b>	<b>122,118.03</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>465,625.71</b>			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **10/13/2009**

FROM 09/01/2009 TO 09/21/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0086	WHITE RHINO GRAPHICS	525.78	+50.00	0144157259 5860	Laptop Program Inform System / Printing Outside Vendor
D22D0117	EDGEWOOD PRESS INC	619.88	-57.00	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
D22M0026	JENSEN COMPANY, R	14,540.35	+3,490.35	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22M0032	CONSOLIDATED REPROGRAPHICS	930.09	+330.09	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22R0111	AEROMARK	12.78	+3.26	0151454391 4350	Special Services / Materials and Supplies Office
D22X0070	CANON BUSINESS SOLUTIONS	6,800.00	+6,800.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
			-7,395.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
D22X0123	ROSSIER PARK ELEMENTARY SCHOOL	41,900.00	-280.00	0115554101 5867	Non Public Schools / LCI Non Public School
D22X0139	HEISE MA CCC-SLP, MELINDA J	1,320.00	-11,160.00	0142054201 5805	Special Ed Administration / Consultants
D22X0140	HEISE MA CCC-SLP, MELINDA J	840.00	-744.00	0142054201 5805	Special Ed Administration / Consultants
D22X0141	HEISE MA CCC-SLP, MELINDA J	840.00	-744.00	0142054201 5805	Special Ed Administration / Consultants
D22X0142	HEISE MA CCC-SLP, MELINDA J	1,320.00	+120.00	0142054201 5805	Special Ed Administration / Consultants
D22X0143	HEISE MA CCC-SLP, MELINDA J	1,320.00	+120.00	0142054201 5805	Special Ed Administration / Consultants
D22X0165	SPEECH LANGUAGE DEVELOPMENT	2,119.00	-39,651.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22Z0039	L A STEELCRAFT PRODUCTS INC	1,000.00	+500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	<b>Fund 01 Total:</b>		<b>-52,437.74</b>		
	<b>Fund 21 Total:</b>		<b>3,820.44</b>		
	<b>Total Amount of Change Orders:</b>		<b>-48,617.30</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

10/13/2009

FROM 09/01/2009 TO 09/21/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22D0140	SAME DAY SIGN	125.06	125.06	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
D22V0015	APPLE COMPUTER INC.	45,462.62	45,462.62	0144157109 6410	Dist Laptop Prog Instr / New Equip Less Than \$10,000
D22Z0007	BUCHANAN TREE SERVICE, JEFF	15,000.00	15,000.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
	<b>Fund 01 Total:</b>	<b>60,587.68</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>60,587.68</b>			



Full Elem CFD2000-01  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 10/13/2009

FROM 09/01/2009 TO 09/21/2009

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/13/2009

FROM 09/01/2009 TO 09/21/2009

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/13/2009

FROM 09/01/2009 TO 09/21/2009

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

**Full Elem CFD2001-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 10/13/2009

FROM 09/01/2009 TO 09/21/2009

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

**Full Elem CFD2001-01**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES**

**10/13/2009**

**FROM 09/01/2009 TO 09/21/2009**

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/13/2009

FROM 09/01/2009 TO 09/21/2009

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

CONSENT ITEM

**DATE:** October 13, 2009

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

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

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

**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 120139 THROUGH 120227, OUT-OF-DATE SEQUENCE PURCHASE ORDERS NUMBERED 120183, 120114-A, DJ-120002, AND DJ-120003, AND PROCESSED FOOD AND COMMODITY PURCHASE ORDERS NUMBERED 120176-A AND CARGILL-120003 FOR THE 2009/2010 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 1, 2009, through September 21, 2009, contains purchase orders numbered 120139 through 120227, out-of-date sequence purchase orders numbered 120183, 120114-A, DJ-20002, and DJ-20003, and processed food and commodity purchase orders numbered 120176-A and CARGILL-120003 totaling \$241,963.54.

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 120139 through 120227, out-of-date sequence purchase orders numbered 120183, 120114-A, DJ-20002, and DJ-20003, and processed food and commodity purchase orders numbered 120176-A and CARGILL-120003 for the 2009/2010 school year.

GC:LR:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report  
09-01-09 through 09-21-09

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
<b>NONE</b>				
<b>Out of Date Sequence P.O.'s</b>				
8/31/2009	Fullerton School District	120183	Payroll & Exp	106,872.48
8/31/2009	ASR Food Distributors, Inc.	120114-A	Food	10.00
8/28/2009	DJ Co-ops	DJ-120002	Commodity	12.15
8/28/2009	DJ Co-ops	DJ-120003	Commodity	66.15
<b>Processed Food &amp; Commodity P.O.'s</b>				
9/14/2009	ASR Food Distributors, Inc.	120176-A	Food	42.50
9/14/2009	Cargill Kitchen Solutions, Inc.	CARGILL-120003	Food	61.80
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				106,960.78
Total Processed Food & Commodity P.O.'s				104.30
Total Purchase Orders from Purchase Order Summary Report				134,898.46
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 241,963.54</b>



PURCHASE ORDER ENTRY UPDATE

P.O. No: 120183 Vendor No: 1495 Name: Fullerton School District  
Date Purchased: 08/31/2009 Location No: 90 Name: CENTRAL KITCHEN  
Date Needed: 08/31/2009 Cost: 106,872.48 Tax: 0.00  
Total: 106,872.48  
Misc Info: Actual 1B & 2A Payroll and District Expenses Discount: 0.00  
Open P.O.: no Open Amount: 0.00 Y.T.D. Amount Used: 0.00  
Vendor Contact: Phone: (714) 447-7400 Fax: () -

999980 ACCRUED SALARIES	3	33,814.2300	101,442.69 N
Account: 9541			
999990 ACCRUED DISTRICT EXPENSES	1	5,429.7900	5,429.79 N
Account: 9561			

Date 09/22/2009  
Time 08:57

Fullerton School District  
Food Services  
P U R C H A S E O R D E R R E P O R T  
PO Type: All  
Purchase Date  
( 09/01/2009 - 09/21/2009 )

Page 1

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120139	09/01/2009	Swift Produce Inv#	179	0	90
120140	09/01/2009	Bernier Refrigeration & A/C Repair Floor in Walk-In Freezer	4,673	0	90
120141	09/01/2009	Petty Cash Petty Cash Replenishment	206	0	90
120142	09/01/2009	Swift Produce Inv#518367	195	0	90
120143	09/01/2009	Swift Produce Inv#518445	311	0	90
120144	09/01/2009	Swift Produce Inv#518513	271	214	90
120145	09/02/2009	Joseph Webb Foods, Inc.	326	0	99
120146	09/02/2009	Frostline, Inc. Repair cooler at Nicolas	544	0	90
120147	09/02/2009	Joseph Webb Foods, Inc.	243	0	99
120148	09/02/2009	P & R	60	0	99
120149	09/02/2009	Joseph Webb Foods, Inc.	958	0	99
120150	09/02/2009	ASR Food Distributors, Inc.	2,300	0	99
120151	09/02/2009	Ecolab, Inc, Replace broken small equipments	308	0	90
120152	09/04/2009	Joseph Webb Foods, Inc. ***C A N C E L L E D***	0	0	99
120153	09/04/2009	ASR Food Distributors, Inc.	43	0	99
120154	09/04/2009	Joseph Webb Foods, Inc.	29	0	99
120155	09/04/2009	Joseph Webb Foods, Inc.	864	0	99
120156	09/08/2009	P & R Pre-School	86	0	90
120157	09/08/2009	Swift Produce Inv#518469/518599	980	346	90
120158	09/08/2009	Swift Produce Inv#518705	116	0	90
120159	09/08/2009	Swift Produce Inv#518743	79	0	90
120160	09/08/2009	Swift Produce Inv#518907/518887	205	38	90
120161	09/08/2009	Chefs' Toys Chefs' Toys Quote#1020064 for Dishers (Ivory)	232	0	90

Date 09/22/2009  
Time 08:57

Fullerton School District  
Food Services  
PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 09/01/2009 - 09/21/2009 )

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120162	09/08/2009	Global Industrial Equipment Sales Quote#813903 for 2 Carts	449	0	90
120163	09/08/2009	Joseph Webb Foods, Inc.	56	0	99
120164	09/08/2009	ASR Food Distributors, Inc.	44	0	99
120165	09/08/2009	Gold Star Foods	4,042	0	99
120166	09/09/2009	P & R	527	0	99
120167	09/09/2009	A & R Distributors	202	0	99
120168	09/09/2009	Joseph Webb Foods, Inc.	167	115	99
120169	09/10/2009	Industrial Electric 6 screws to order per Amanda	12	0	90
120170	09/10/2009	A & R Distributors	3,656	0	99
120171	09/11/2009	A & R Distributors	272	0	99
120172	09/11/2009	A & R Distributors	645	0	99
120173	09/11/2009	Joseph Webb Foods, Inc.	566	0	99
120174	09/11/2009	Gold Star Foods	2,494	0	99
120175	09/14/2009	A & R Distributors	59	0	99
120176	09/14/2009	ASR Food Distributors, Inc. Oct breakfast menu	3,199	0	99
120177	09/14/2009	ASR Food Distributors, Inc. Oct Breakfast Menu	1,770	0	99
120178	09/14/2009	Swift Produce Inv#518826, 518937	668	292	90
120179	09/14/2009	Swift Produce Inv#518986, 519003	480	161	90
120180	09/14/2009	Swift Produce Inv#519096	147	0	90
120181	09/14/2009	Swift Produce Inv#519202	221	0	90
120182	09/14/2009	Swift Produce Inv#519275	107	0	90
120184	09/14/2009	A & R Distributors Open PO from Sept., 2009 thru Dec., 2009	6,420	0	11
120185	09/17/2009	Gold Star Foods	50	0	99

Date 09/22/2009  
 Time 08:57

Fullerton School District  
 Food Services  
 P U R C H A S E O R D E R R E P O R T  
 PO Type: All  
 Purchase Date  
 ( 09/01/2009 - 09/21/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120186	09/17/2009	Gold Star Foods	409	0	99
120187	09/17/2009	Joseph Webb Foods, Inc.	954	0	99
120188	09/17/2009	Form Plastics PLEASE DELIVERY WEEK OF 10/5, NOT FRIDAY	7,570	0	99
120189	09/17/2009	P & R	282	0	99
120190	09/17/2009	Gold Star Foods	161	0	99
120191	09/14/2009	Cummins-Allison Corp.	129	0	90
120192	09/14/2009	Swift Produce Inv#519276, 519326	1,058	699	90
120193	09/21/2009	Joseph Webb Foods, Inc.	25	0	99
120194	09/21/2009	Gold Star Foods	1,051	0	99
120195	09/21/2009	A & R Distributors	1,075	0	99
120196	09/21/2009	ASR Food Distributors, Inc.	35	0	99
120197	09/21/2009	P & R	502	0	99
120198	09/21/2009	Campus Foods	36	0	99
120199	09/14/2009	A & R Distributors Open PO from Sept., 2009 thru Dec., 2009	6,420	0	30
120200	09/14/2009	A & R Distributors Open PO from Sept., 2009 thru Dec., 2009	3,210	0	90
120201	09/14/2009	A & R Distributors Oct Lunch Menu	759	0	99
120202	09/14/2009	A & R Distributors Oct Lunch Menu	751	0	99
120203	09/14/2009	A & R Distributors Oct Lunch Menu	230	0	90
120204	09/14/2009	ASR Food Distributors, Inc. Oct Lunch Menu	1,058	0	99
120205	09/14/2009	ASR Food Distributors, Inc. Oct Lunch menu	3,833	0	99
120206	09/14/2009	ASR Food Distributors, Inc. Oct Lunch menu	4,181	0	99
120207	09/14/2009	ASR Food Distributors, Inc. Oct Lunch Menu	2,248	0	99
120208	09/14/2009	ASR Food Distributors, Inc. oct lunch menu	4,555	0	99

Date 09/22/2009  
Time 08:57

Fullerton School District  
Food Services  
PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 09/01/2009 - 09/21/2009 )

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PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120209	09/14/2009	Campus Foods oct lunch menu	682	0	99
120210	09/14/2009	Campus Foods oct lunch menu	1,581	0	99
120211	09/14/2009	Campus Foods oct lunch menu	1,229	0	99
120212	09/14/2009	Gold Star Foods oct lunch menu	7,239	0	99
120213	09/14/2009	Gold Star Foods oct lunch menu	9,622	0	99
120214	09/14/2009	Gold Star Foods oct lunch menu	10,417	0	99
120215	09/14/2009	Gold Star Foods oct lunch menu	8,869	0	99
120216	09/14/2009	Gold Star Foods oct lunch menu	1,557	0	99
120217	09/14/2009	Joseph Webb Foods, Inc. ***C A N C E L L E D***	0	0	99
120218	09/14/2009	Joseph Webb Foods, Inc. oct lunch menu	2,557	0	99
120219	09/14/2009	Joseph Webb Foods, Inc. oct lunch menu	1,928	0	99
120220	09/14/2009	Joseph Webb Foods, Inc. oct lunch menu	325	0	90
120221	09/14/2009	Joseph Webb Foods, Inc. ***C A N C E L L E D***	0	0	99
120222	09/15/2009	Campus Foods	471	0	99
120223	09/15/2009	A & R Distributors ASSP Oct Menu	2,068	0	99
120224	09/15/2009	ASR Food Distributors, Inc.	754	0	99
120225	09/16/2009	Joseph Webb Foods, Inc.	100	0	99
120226	09/16/2009	Gold Star Foods	5,439	0	90
120227	09/17/2009	Vaughan Safety, Inc.	125	0	99

Fullerton School District

Date 09/22/2009  
Time 08:57

Food Services

Page 1

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

PO Type: All

Purchase Date

( 09/01/2009 - 09/21/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120139	09/01/2009	Swift Produce	179	0	90
		Inv# Apples, Pears, peaches			
120140	09/01/2009	Bernier Refrigeration & A/C	4,673	0	90
		Repair Floor in Walk-In Freezer			
120141	09/01/2009	Petty Cash	206	0	90
		Petty Cash Replenishment			
120142	09/01/2009	Swift Produce	195	0	90
		Inv#518367 Apples, Pears, Cilantro			
120143	09/01/2009	Swift Produce	311	0	90
		Inv#518445 Oranges, Cucumbers, Peppers, Pears			
120144	09/01/2009	Swift Produce	271	214	90
		Inv#518513 Apples, Oranges, Peaches			
120145	09/02/2009	Joseph Webb Foods, Inc.	326	0	99
		Marinara Sauce			
120146	09/02/2009	Frostline, Inc.	544	0	90
		Repair cooler at Nicolas			
120147	09/02/2009	Joseph Webb Foods, Inc.	243	0	99
		Syrup			
120148	09/02/2009	P & R	60	0	99
		Saddlepack Bags			
120149	09/02/2009	Joseph Webb Foods, Inc.	958	0	99
		Catsup, Mustard, Sugar			
120150	09/02/2009	ASR Food Distributors, Inc.	2,300	0	99
		RF Choc Chip Cookie			
120151	09/02/2009	Ecolab, Inc.	308	0	90
		Replace broken small equipments			
120152	09/04/2009	Joseph Webb Foods, Inc.	0	0	99
		***C A N C E L L E D***			
120153	09/04/2009	ASR Food Distributors, Inc.	43	0	99
		Apple Cinnamon Muffin			
120154	09/04/2009	Joseph Webb Foods, Inc.	29	0	99
		Spartina Fruit Punch Juice			
120155	09/04/2009	Joseph Webb Foods, Inc.	864	0	99
		Syrup, Cereal			
120156	09/08/2009	P & R	86	0	90
		Pre-School Plastic Tonger + Plastic Spoons			
120157	09/08/2009	Swift Produce	980	346	90
		Inv#518469/518599 Bananas, Carrots, Veggie Bag Mix, Apples			
120158	09/08/2009	Swift Produce	116	0	90
		Inv#518705 Apples, Lettuce, Salad			
120159	09/08/2009	Swift Produce	79	0	90
		Inv#518743 Apples, Cucumbers, Peppers, Tomatoes			
120160	09/08/2009	Swift Produce	205	38	90
		Inv#518907/518887 Apples, Pears			
120161	09/08/2009	Chefs' Toys	232	0	90
		Chefs' Toys Quote#1020064 for Dishers (Ivory)			

Fullerton School District

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Food Services

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PURCHASE ORDER REPORT

PO Type: All

Purchase Date

( 09/01/2009 - 09/21/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120162	09/08/2009	Global Industrial Equipment	449	0	90
		Sales Quote#813903 for 2 Carts			
120163	09/08/2009	Joseph Webb Foods, Inc.	56	0	99
		Mayonnaise			
120164	09/08/2009	ASR Food Distributors, Inc.	44	0	99
		Buttermilk Bar			
120165	09/08/2009	Gold Star Foods	4,042	0	99
		Cheddar Cheese, Cheeseburger Jumbo, Chicken Burger, Popcorn Chicken			
120166	09/09/2009	P & R	527	0	99
		Napkins, Bun Pan Bags, Cups			
120167	09/09/2009	A & R Distributors	202	0	99
		Chips			
120168	09/09/2009	Joseph Webb Foods, Inc.	167	115	99
		Carrots, Scrubbers, Chow mein Noodles			
120169	09/10/2009	Industrial Electric	12	0	90
		6 screws to order per Amanda			
120170	09/10/2009	A & R Distributors	3,656	0	99
		Hansens Juice			
120171	09/11/2009	A & R Distributors	272	0	99
		Marachun shrimp soup			
120172	09/11/2009	A & R Distributors	645	0	99
		Converted white rice			
120173	09/11/2009	Joseph Webb Foods, Inc.	566	0	99
		Converted white Rice, Liquid Bleach			
120174	09/11/2009	Gold Star Foods	2,494	0	99
		Cereal			
120175	09/14/2009	A & R Distributors	59	0	99
		Corn Nuts, Water			
120176	09/14/2009	ASR Food Distributors, Inc.	3,199	0	99
		Oct breakfast menu			
120177	09/14/2009	ASR Food Distributors, Inc.	1,770	0	99
		Brownie, Muffins, Mini-Roll			
120178	09/14/2009	Swift Produce	668	292	90
		Oct Breakfast Menu Pizza Breakfast Sausage, Shrs Stick			
120179	09/14/2009	Swift Produce	480	161	90
		Inv#518826, 518937 Banana, Carrot Veggie Bag, Peats			
120180	09/14/2009	Swift Produce	147	0	90
		Inv#518986, 519003 Bananas, Apples			
120181	09/14/2009	Swift Produce	221	0	90
		Inv#519096 Bananas, Lettuce, Salad			
120182	09/14/2009	Swift Produce	107	0	90
		Inv#519202 Apples, Honeydew Melon, Pears			
120184	09/14/2009	A & R Distributors	6,420	0	11
		Open PO from Sept., 2009 thru Dec., 2009			
120185	09/17/2009	Gold Star Foods	50	0	99
		Pigs In Blanket			

Fullerton School District  
Food Services

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PURCHASE ORDER REPORT  
PO Type: All  
Purchase Date  
( 09/01/2009 - 09/21/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120186	09/17/2009	Gold Star Foods	409	0	99
		<i>Pizza Sauce</i>			
120187	09/17/2009	Joseph Webb Foods, Inc.	954	0	99
		<i>Pineapple, Mustard</i>			
120188	09/17/2009	Form Plastics	7,570	0	99
		PLEASE DELIVERY WEEK OF 10/5, NOT FRIDAY - <i>Thru + Jam</i>			
120189	09/17/2009	P & R	282	0	99
		<i>Plastic, clove</i>			
120190	09/17/2009	Gold Star Foods	161	0	99
		<i>Stainless Steel Cleaner</i>			
120191	09/14/2009	Cummins-Allison Corp.	129	0	90
		<i>Printer Ribbon + Freight</i>			
120192	09/14/2009	Swift Produce	1,058	699	90
		Inv#519276, 519326 <i>Banana, Carrot, Veggie Bag, Apple</i>			
120193	09/21/2009	Joseph Webb Foods, Inc.	25	0	99
		<i>Scrubbers</i>			
120194	09/21/2009	Gold Star Foods	1,051	0	99
		<i>Chicken Burgers, Beef Cheesburger</i>			
120195	09/21/2009	A & R Distributors	1,075	0	99
		<i>Raisins</i>			
120196	09/21/2009	ASR Food Distributors, Inc.	35	0	99
		<i>Chow Mein Noodles</i>			
120197	09/21/2009	P & R	502	0	99
		<i>Styro Cup, Slotted Lid, Parchment Paper Liner</i>			
120198	09/21/2009	Campus Foods	36	0	99
		<i>White Vinegar</i>			
120199	09/14/2009	A & R Distributors	6,420	0	30
		Open PO from Sept., 2009 thru Dec., 2009			
120200	09/14/2009	A & R Distributors	3,210	0	90
		Open PO from Sept., 2009 thru Dec., 2009			
120201	09/14/2009	A & R Distributors	759	0	99
		Oct Lunch Menu <i>Jungle Crackers, Spaghetti</i>			
120202	09/14/2009	A & R Distributors	751	0	99
		Oct Lunch Menu <i>Graham Crackers, Cinnamon, Keebler</i>			
120203	09/14/2009	A & R Distributors	230	0	90
		Oct Lunch Menu <i>Gummy Worms</i>			
120204	09/14/2009	ASR Food Distributors, Inc.	1,058	0	99
		Oct Lunch Menu <i>Cutie Pie Apple Turnover</i>			
120205	09/14/2009	ASR Food Distributors, Inc.	3,833	0	99
		Oct Lunch menu <i>Burrito, Cheddar Cheese Cup</i>			
120206	09/14/2009	ASR Food Distributors, Inc.	4,181	0	99
		Oct Lunch menu <i>Pizza, Cutie Pie Apple Turnovers</i>			
120207	09/14/2009	ASR Food Distributors, Inc.	2,248	0	99
		Oct Lunch Menu <i>Burrito</i>			
120208	09/14/2009	ASR Food Distributors, Inc.	4,555	0	99
		oct lunch menu <i>Com Dog, Mac &amp; cheese</i>			



Fullerton School District

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Food Services

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PURCHASE ORDER REPORT

PO Type: All

Purchase Date

( 09/01/2009 - 09/21/2009 )

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120209	09/14/2009	Campus Foods oct lunch menu Teriyaki Sauce Glaze, Marinara Sauce	682	0	99
120210	09/14/2009	Campus Foods oct lunch menu Zesty Orange Sauce, Tortilla Chip	1,581	0	99
120211	09/14/2009	Campus Foods oct lunch menu Belly Bear Chocolate Cookies	1,229	0	99
120212	09/14/2009	Gold Star Foods oct lunch menu Bread Stick, Chicken Fajita, Chicken Nugget, Hamburger Patty	7,239	0	99
120213	09/14/2009	Gold Star Foods oct lunch menu Turkey Taco Meat, Pizza Quesadilla, Chicken Fajita, Potato Pearls	9,622	0	99
120214	09/14/2009	Gold Star Foods oct lunch menu Turkey Gravy, Sausage Link, French Toast Stick, Chicken Patty	10,417	0	99
120215	09/14/2009	Gold Star Foods oct lunch menu Precooked Ground Turkey, Cheeseburger Twins, Chicken Tenders	8,869	0	99
120216	09/14/2009	Gold Star Foods oct lunch menu Beef Teriyaki Burger, Corn Dog Hamburger Patty	1,557	0	99
120217	09/14/2009	Joseph Webb Foods, Inc. ***C A N C E L L E D***	0	0	99
120218	09/14/2009	Joseph Webb Foods, Inc. oct lunch menu Tomato Sauce, Pudding, Corn, Applesauce	2,557	0	99
120219	09/14/2009	Joseph Webb Foods, Inc. oct lunch menu Pears, Pudding	1,928	0	99
120220	09/14/2009	Joseph Webb Foods, Inc. oct lunch menu Oreo Cookie Crumbs	325	0	90
120221	09/14/2009	Joseph Webb Foods, Inc. ***C A N C E L L E D***	0	0	99
120222	09/15/2009	Campus Foods Pretzel Chups	471	0	99
120223	09/15/2009	A & R Distributors ASSP Oct Menu Pretzels, Kids Munchie Mix	2,068	0	99
120224	09/15/2009	ASR Food Distributors, Inc. Strawberries	754	0	99
120225	09/16/2009	Joseph Webb Foods, Inc. Marinara Sauce, Tomato Sauce	100	0	99
120226	09/16/2009	Gold Star Foods Fajita chicken	5,439	0	90
120227	09/17/2009	Vaughan Safety, Inc. Safety Utility Knife	125	0	99

Fullerton School District

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PURCHASE ORDER SUMMARY

( 09/01/2009 - 09/21/2009 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	120167	09/09/2009		201.97	0.00	0.00	201.97
	120170	09/10/2009		3,655.68	0.00	0.00	3,655.68
	120171	09/11/2009		271.70	0.00	0.00	271.70
	120172	09/11/2009		645.12	0.00	0.00	645.12
	120175	09/14/2009		58.64	0.00	0.00	58.64
	120184	09/14/2009		6,420.00	0.00	0.00	6,420.00
	120195	09/21/2009		1,074.60	0.00	0.00	1,074.60
	120199	09/14/2009		6,420.00	0.00	0.00	6,420.00
	120200	09/14/2009		3,210.00	0.00	0.00	3,210.00
	120201	09/14/2009		758.65	0.00	0.00	758.65
	120202	09/14/2009		750.75	0.00	0.00	750.75
	120203	09/14/2009		229.60	0.00	0.00	229.60
	120223	09/15/2009		2,067.72	0.00	0.00	2,067.72
				25,764.43	0.00	0.00	25,764.43
ASR Food Distributors, Inc.	120150	09/02/2009		2,300.00	0.00	0.00	2,300.00
	120153	09/04/2009		43.32	0.00	0.00	43.32
	120164	09/08/2009		43.60	0.00	0.00	43.60
	120176	09/14/2009		3,199.32	0.00	0.00	3,199.32
	120177	09/14/2009		1,770.48	0.00	0.00	1,770.48
	120196	09/21/2009		35.04	0.00	0.00	35.04
	120204	09/14/2009		1,058.00	0.00	0.00	1,058.00
	120205	09/14/2009		3,833.08	0.00	0.00	3,833.08
	120206	09/14/2009		4,181.25	0.00	0.00	4,181.25
	120207	09/14/2009		2,248.20	0.00	0.00	2,248.20
	120208	09/14/2009		4,555.12	0.00	0.00	4,555.12
	120224	09/15/2009		753.60	0.00	0.00	753.60
				24,021.01	0.00	0.00	24,021.01
Bernier Refrigeration & A/C	120140	09/01/2009		0.00	0.00	4,673.00	4,673.00
				0.00	0.00	4,673.00	4,673.00
Campus Foods	120198	09/21/2009		35.70	0.00	0.00	35.70
	120209	09/14/2009		682.30	0.00	0.00	682.30
	120210	09/14/2009		1,581.20	0.00	0.00	1,581.20
	120211	09/14/2009		1,228.50	0.00	0.00	1,228.50
	120222	09/15/2009		471.06	0.00	0.00	471.06
				3,998.76	0.00	0.00	3,998.76
Chefs' Toys	120161	09/08/2009		0.00	0.00	232.29	232.29
				0.00	0.00	232.29	232.29

\* Totals Are Rounded

## Fullerton School District

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## PURCHASE ORDER SUMMARY

( 09/01/2009 - 09/21/2009 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Cummins-Allison Corp.	120191	09/14/2009		0.00	0.00	129.15	129.15
				0.00	0.00	129.15	129.15
Ecolab, Inc,	120151	09/02/2009		0.00	0.00	307.76	307.76
				0.00	0.00	307.76	307.76
Form Plastics	120188	09/17/2009		0.00	7,569.68	0.00	7,569.68
				0.00	7,569.68	0.00	7,569.68
Frostline, Inc.	120146	09/02/2009		0.00	0.00	543.75	543.75
				0.00	0.00	543.75	543.75
Global Industrial Equipment	120162	09/08/2009		0.00	0.00	449.35	449.35
				0.00	0.00	449.35	449.35
Gold Star Foods	120165	09/08/2009		4,042.45	0.00	0.00	4,042.45
	120174	09/11/2009		2,494.08	0.00	0.00	2,494.08
	120185	09/17/2009		50.36	0.00	0.00	50.36
	120186	09/17/2009		408.70	0.00	0.00	408.70
	120190	09/17/2009		0.00	0.00	161.00	161.00
	120194	09/21/2009		1,050.74	0.00	0.00	1,050.74
	120212	09/14/2009		7,239.07	0.00	0.00	7,239.07
	120213	09/14/2009		9,621.53	0.00	0.00	9,621.53
	120214	09/14/2009		10,417.08	0.00	0.00	10,417.08
	120215	09/14/2009		8,869.18	0.00	0.00	8,869.18
	120216	09/14/2009		1,556.96	0.00	0.00	1,556.96
	120226	09/16/2009		5,438.64	0.00	0.00	5,438.64
				0.00	51,188.79	161.00	51,349.79
Industrial Electric	120169	09/10/2009		0.00	0.00	11.88	11.88
				0.00	0.00	11.88	11.88
Joseph Webb Foods, Inc.	120145	09/02/2009		325.90	0.00	0.00	325.90
	120147	09/02/2009		242.80	0.00	0.00	242.80
	120149	09/02/2009		958.43	0.00	0.00	958.43
	120152	09/04/2009		0.00	0.00	0.00	0.00
	120154	09/04/2009		28.58	0.00	0.00	28.58
	120155	09/04/2009		864.10	0.00	0.00	864.10
	120163	09/08/2009		55.70	0.00	0.00	55.70

\* Totals Are Rounded

Fullerton School District

Food Services

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PURCHASE ORDER SUMMARY  
( 09/01/2009 - 09/21/2009 )

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Joseph Webb Foods, Inc.	120168	09/09/2009		0.00	159.52	0.00	168.01
	120173	09/11/2009		0.00	528.08	0.00	565.70
	120187	09/17/2009		0.00	953.80	0.00	953.80
	120193	09/21/2009		0.00	0.00	25.48	25.48
	120217	09/14/2009		0.00	0.00	0.00	0.00
	120218	09/14/2009		0.00	2,556.76	0.00	2,556.76
	120219	09/14/2009		0.00	1,927.95	0.00	1,927.95
	120220	09/14/2009		0.00	324.80	0.00	324.80
	120221	09/14/2009		0.00	0.00	0.00	0.00
	120225	09/16/2009		0.00	99.90	0.00	99.90
				0.00	9,026.32	0.00	9,097.91
P & R	120148	09/02/2009		0.00	0.00	59.75	59.75
	120156	09/08/2009		0.00	0.00	85.79	85.79
	120166	09/09/2009		0.00	0.00	527.11	527.11
	120189	09/17/2009		0.00	0.00	282.11	282.11
	120197	09/21/2009		0.00	0.00	502.17	502.17
				0.00	0.00	1,456.93	1,456.93
Petty Cash	120141	09/01/2009		0.00	0.00	0.00	206.20
				0.00	0.00	0.00	206.20
Swift Produce	120139	09/01/2009		0.00	0.00	0.00	179.00
	120142	09/01/2009		0.00	0.00	0.00	195.40
	120143	09/01/2009		0.00	0.00	0.00	310.93
	120144	09/01/2009		0.00	0.00	0.00	214.40
	120157	09/08/2009		0.00	53.70	0.00	980.37
	120158	09/08/2009		0.00	0.00	0.00	115.50
	120159	09/08/2009		0.00	0.00	0.00	79.21
	120160	09/08/2009		0.00	0.00	0.00	204.71
	120178	09/14/2009		0.00	53.70	0.00	668.11
	120179	09/14/2009		0.00	161.10	0.00	479.80
	120180	09/14/2009		0.00	0.00	0.00	147.45
	120181	09/14/2009		0.00	0.00	0.00	220.84
	120182	09/14/2009		0.00	0.00	0.00	107.38
	120192	09/14/2009		0.00	537.00	0.00	1,058.08
				0.00	805.50	0.00	4,961.17
Vaughan Safety, Inc.	120227	09/17/2009		0.00	0.00	125.40	125.40
				0.00	0.00	125.40	125.40
				0.00	114,804.81	9,152.01	10,941.64
							134,898.46

\* Totals Are Rounded

CONSENT ITEM

**DATE:** October 13, 2009

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

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 71159 THROUGH 71352 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$517,791.03

Background: Board approval is requested for warrants numbered 71159 through 71352 for the 2009/2010 school year. The total amount presented for approval is \$517,791.03.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$456,955.70
12 Child Development	10,394.70
14 Deferred Maintenance	15,122.11
21 Building Fund	122.84
23 G.O. Bond 2002B	0.00
25 Capital Facilities	8,530.30
40 Special Reserve	0.00
68 Workers' Compensation	26,788.22
81 Property/Liability Insurance	0.00
Total	<u>\$517,791.03</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 71159 through 71352 for the 2009/2010 school year. The total amount presented for approval is \$517,791.03.

GC:SS:jd

CONSENT ITEM

**DATE:** October 13, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Lisa Reynoso, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7166 THROUGH 7223 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$124,310.27**

Background: Board approval is requested for Nutrition Services warrants numbered 7166 through 7223 for the 2009/2010 school year. The total amount presented for approval is \$124,310.27.

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 7166 through 7223 for the 2009/2010 school year totaling \$124,310.27.

GC:LR:dlh

CONSENT ITEM

**DATE:** October 13, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE 2009/2010 STIPENDS FOR PEER ASSISTANCE AND REVIEW (PAR) JOINT PANEL TEACHER MEMBERS

Background: Assembly Bill 1X (Chapter 4, Statutes of 1999) established the California Peer Assistance and Review (PAR) program which allows exemplary teachers to assist veteran teachers who need to develop their subject matter knowledge, teaching strategies, or both.

One of the provisions of the program is the establishment of a Joint Panel comprised of four (4) teachers and three (3) school administrators. The Director of Educational Services will oversee the program (Section 2: Joint Panel-Peer Assistance and Review Agreement). According to the Agreement, (Section 6: B- Compensation) teacher members of the Joint Panel will receive release time as needed to perform their duties. The Joint Panel receives a stipend of \$1,000.00 per academic year.

The four teachers and one alternate selected for the Joint Panel by the Fullerton Elementary Teachers Association are Karen Bell (Beechwood School), Jeff Dotson (Ladera Vista Junior High), Janet Langford (Acacia School), Darlene Naslund (Commonwealth School), and alternate Leslie Santillan (Robert C. Fisler School).

Rationale: PAR Joint Panel oversight is critical to monitor and guide support activities for teachers. The Panel stipend is paid according to the current contract.

Funding: The PAR program is funded through the California Department of Education (CDE) and the State law, which regulates the use of these funds. Funds will be applied to General Fund (01) income. The stipend for 2009/2010 is to be paid in two installments to Karen Bell, Jeff Dotson, Janet Langford, and Darlene Naslund as follows: \$500.00 on January 31, 2010, and \$500.00 on June 30, 2010, for a total of \$1,000.00 for each member from PAR funds (#306).

Recommendation: Approve 2009/2010 stipends for Peer Assistance and Review (PAR) Joint Panel teacher members.

JM:ys

CONSENT ITEM

**DATE:** October 13, 2009

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

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

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

**SUBJECT:** APPROVE/RATIFY SUBMISSION OF THE 2009/2010 OPERATIONS APPLICATION FOR THE K-3 CLASS SIZE REDUCTION PROGRAM AND CERTIFY THAT THE STATEMENTS INCLUDED ON THE ATTACHED APPLICATION ARE TRUE AND ACCURATE

Background: Class Size Reduction (CSR) will continue to operate at the kindergarten, first, and second grade levels during the 2009/2010 school year. A small number of third grade classes are also participating this year. Due to the budget problem at the State level, the method of calculating Class Size Reduction has changed from previous years. The 2009/2010 entitlement is capped at the number of classes reported on the 2008/2009 CSR application presented to the Board of Trustees on January 30, 2009. Actual revenue will be based on the average daily enrollment of 226 classes as of April 15, 2010, the end of the reporting period. Income was included in the Adopted Budget.

Rationale: As a condition of applying for and receiving Class Size Reduction Operation Program funds, the Governing Board of the Fullerton School District must certify that the statements included on the attached application are true and accurate.

Funding: Estimated income of \$3,819,439.00.

Recommendation: Approve/Ratify submission of the 2009/2010 Operations Application for the K-3 Class Size Reduction Program and certify that the statements included on the attached application are true and accurate.

GC:BS:gs  
Attachment



### 2009-10 Operations Application K-3 Class Size Reduction Program

County and District Code						Charter School Code*						
3	0	6	6	5	0	6						

County Orange County

District Fullerton School District

Charter School\* \_\_\_\_\_

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 application.

Contact Person Becky Silva

Title Asst. Director Business Services

Address 1401 W. Valencia Dr.

City, Zip Code Fullerton, 92833

Telephone 714-447-7422 Ext. \_\_\_\_\_

E-mail Address becky\_silva@fsd.k12.ca.us

#### Certifications

As a condition of applying for and receiving funds under the Kindergarten and Grades One through Three Class Size Reduction (K-3 CSR) Program, commencing with California *Education Code (EC)* Section 52120, the Governing Board of the above named school district or charter school (applicant) certifies that the statements below are true and accurate, and are evidenced by a Board Resolution or entry in the Board meeting minutes. Please do not submit the Resolution or minutes to the California Department of Education (CDE):

- The number of classes participating in Option One and Option Two is identified and the total number of classes does not exceed the total number of classes identified on the 2008-09 Operations Application. [EC Section 52123(a), 52124.3(b), Title 5 California Code of Regulations Section 15103]
- The pupil counts reported do not include special education pupils enrolled in special day classes full time, pupils enrolled in independent study, or charter school pupils enrolled in a home study program. [EC Section 52123(b)]. The total pupil count reported is not greater than the enrollment cap computed based on prior year K-2 enrollment.
- A certificated teacher has been hired by the applicant and is providing direct instructional services to each class participating in the K-3 CSR Program. [EC Section 52123(c)]
- The applicant will provide a staff development program for any teacher who will participate for the first time in the K-3 CSR Program as specified in Certification #3. Appropriate training to maximize the education advantages of class size reduction will be provided to such teachers. This training shall include, but not be limited to, methods for providing each of the following: (1) individualized instruction, (2) effective teaching, including classroom management in smaller classes, (3) identifying and responding to pupil needs, and (4) opportunities to build on the individual strengths of pupils. [EC sections 52123(d), 52127]
- The applicant will collect and maintain data required by the State Superintendent of Public Instruction for evaluation of the K-3 CSR Program. The data shall include, but not be limited to, individual test scores or other records of pupil achievement. Any data collected will be protected in a manner that will not permit the personal identification of any pupil or parent. [EC section 52123(e)]
- Each class participating in the K-3 CSR Program is housed in either a separate, self-contained classroom or the space provided for each participating class for each grade level at that schoolsite is of a square footage per pupil enrolled in each class that is not less than the average square footage per pupil enrolled in those grade levels at that schoolsite in the 1995-96 school year. [EC section 52123(f)]
- Priority for reducing class size or claiming reduced funding for classes exceeding 20.44 to 1 is in accordance with the following grade level implementation requirements at each schoolsite:
  - If only one grade level is reduced/claimed, the grade level will be 1st grade.
  - If two grade levels are reduced/claimed, the grade levels will be 1st and 2nd grades.
  - If three or four grade levels are reduced/claimed, the grade levels will be 1st and 2nd and then any combination of kindergarten and/or 3rd grade.
- The K-3 CSR Program has been implemented in the current year. A district is considered to have implemented the program even if it claims reduced funding for all eligible classes.
- The applicant will submit final enrollment counts on the Form J-7CSR to the CDE by May 14, 2010.**

#### Signature

I hereby certify that, to the best of my knowledge, this application is true and correct and is in compliance with state law and regulations of the California Department of Education and the State Board of Education. The Governing Board of the above named school district or charter school has authorized me to sign this application on its behalf.

\_\_\_\_\_  
Signature of District Superintendent or  
Charter School Chief Administrative Officer

Mitch Hovey, Ed.D.  
Printed Name

October 13, 2009  
Date

## 2009-10 Operations Application K-3 Class Size Reduction Program

County and District Code

0	6	5	0	6
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Charter School Code\*

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County Orange County

District Fullerton School District

Charter School\* \_\_\_\_\_

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 application.

### Intended Level of Program Participation in 2009-10

Check the appropriate box below and, as noted, submit the required pages of the Operations Application to the CDE. This information is for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR. For more information, please see the Application Instructions.

1.  The district/charter school intends to participate in the 2009-10 K-3 CSR Program at the same level (number and size of classes) as reported on the 2008-09 Form J-7CSR. The February 2010 apportionment will therefore be based on the district/charter school's 2008-09 final entitlement. **If this box is checked, complete and submit only pages 1 and 2 of this application to the CDE.**
  
2.  The district/charter school intends to participate in the 2009-10 K-3 CSR Program at a higher or lower level than what was claimed on the 2008-09 Form J-7CSR (but capped at the number of classes reported on the 2008-09 Operations Application). The February 2010 apportionment will therefore be based on the information reported on page 3 of this application. **If this box is checked, complete and submit pages 1 through 3 of this application to the CDE.**
  
3.  The district/charter school does not intend to participate in the 2009-10 K-3 CSR Program at either full or reduced funding. **If this box is checked, complete and submit only this page of the application to the CDE.**

Mitch Hovey, Ed.D.

\_\_\_\_\_  
Signature of District Superintendent or  
Charter School Chief Administrative Officer  
13-Oct-09

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Mail the required pages of this application by October 26, 2009 (postmark) to:**

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814



## 2009-10 Operations Application K-3 Class Size Reduction Program

County and District Code

3	0	6	6	5	0	6
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Charter School Code\*

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County Orange County

District Fullerton School District

Charter School\* \_\_\_\_\_

\*For use only by charter schools applying independent of their authorizing entity. Do not submit a separate application for charter schools that were included in their authorizing entity's 2008-09 application.

### Calculation of Provisional Funding for 2009-10 (February 2010 payment)

These calculations are for planning purposes and to continue the flow of funds. The calculation of final entitlements will be based on actual enrollment data submitted on the Form J-7CSR.

1	2	3	4	5	
Class Size	Number of Classes	Number of Enrolled Pupils	2009-10 Funding Level	Estimated Allocation	
<b>Option One</b>					
a	20.44 pupils or fewer	<b>35</b>	<b>675</b>	\$1,071	<b>\$722,925</b>
b	20.45 to 21.44	<b>22</b>	<b>473</b>	95%	<b>\$447,678</b>
c	21.45 to 22.44	<b>35</b>	<b>781</b>	90%	<b>\$674,730</b>
d	22.45 to 22.94	<b>19</b>	<b>440</b>	85%	<b>\$345,933</b>
e	22.95 to 24.94	<b>73</b>	<b>1,716</b>	80%	<b>\$1,250,928</b>
f	24.95 pupils or greater	<b>5</b>	<b>120</b>	70%	<b>\$74,970</b>
g	Subtotal, Option 1	<b>189</b>	<b>4,205</b>		<b>\$3,517,164</b>
<b>Option Two</b>					
h	20.44 pupils or fewer	<b>37</b>	<b>565</b>	\$535	<b>\$302,275</b>
i	20.45 to 21.44			95%	<b>\$0</b>
j	21.45 to 22.44			90%	<b>\$0</b>
k	22.45 to 22.94			85%	<b>\$0</b>
l	22.95 to 24.94			80%	<b>\$0</b>
m	24.95 pupils or greater			70%	<b>\$0</b>
n	Subtotal, Option 2	<b>37</b>	<b>565</b>		<b>\$302,275</b>
<b>Grand Totals*</b>					
o	Option 1 + Option 2	<b>226</b>	<b>4,770</b>		<b>\$3,819,439</b>

\*The total number of classes reported on the application may not exceed the total number of classes reported on the 2008-09 Operations Application.

**Complete this page only if box 2 on page 2 was checked. Mail the entire 3-page application by October 26, 2009 (postmark) to:**

Rebecca Lee ~ CDE, School Fiscal Services Division ~ 1430 N Street, Suite 3800 ~ Sacramento, CA 95814

CONSENT ITEM

**DATE:** October 13, 2009

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

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

**PREPARED BY:** Laura S. Rydell, Director, Student Support Services

**SUBJECT:** **AMEND 2010/2013 SERVICE AGREEMENT BETWEEN PARADIGM HEALTHCARE SERVICES AND THE FULLERTON SCHOOL DISTRICT FOR LOCAL EDUCATION AGENCY MEDI-CAL AND MEDI-CAL ADMINISTRATIVE ACTIVITIES BILLING CLAIMS**

Background: Paradigm has provided the billing services for the District in filing our Local Education Agency (LEA) Medi-Cal billing claims. Based upon new requirements, Paradigm will also provide the documentation required by the Orange County Department of Education, which serves as the LEA for our Medi-Cal Administrative Activities (MAA) billing. As of July 1, 2006, the State Department of Health Services (DHS) implemented the State Plan Amendment (SPA 03-024), which shifts various regulatory aspects of the program and introduces a new aspect. Starting in the 2007/2008 school year, the Cost and Reimbursement Reconciliation Schedule (CRCS) will also be provided by Paradigm for the District. This amended service agreement provides for the 3% charge by Paradigm on the three-year period, and outlines the parameters of the services previously approved by the Board on August 26, 2006.

Rationale: Extend the Paradigm contract through 2013 and expand services to fulfill all requirements.

Funding: The LEA Billing Services fees for claims submitted by Paradigm will be a percentage of the gross amount earned for the Fiscal Year in the areas of LEA, MAA and CRCS Services.

Recommendation: Amend 2010/2013 Service Agreement between Paradigm Healthcare Services and the Fullerton School District for Local Education Agency Medi-Cal and Medi-Cal Administrative Activities billing claims.

JM:LSR:vr  
Attachment



## SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1<sup>st</sup> day of July 2009 between Paradigm HealthCare Services, LLC, a California Corporation doing business as Paradigm HealthCare Services (“**Paradigm**”) and Fullerton Elementary School District, a Local Education Agency (“**LEA**”).

### RECITALS

Paradigm is engaged in the business of providing healthcare billing services to school districts, County offices of education, and local education consortia within the state of California.

LEA is a school district or other association of schools comprising a Local Education Agency. LEA desires to retain Paradigm, and Paradigm desires to be retained by LEA, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

### TERMS

#### 1. *Retention.*

LEA hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

#### 2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2012 (“Initial Term”). Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the term of the Agreement.

#### 3. *Paradigm LEA Billing Services.*

a. **Eligibility.** Using its proprietary algorithms and know-how, Paradigm will determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHS and county governments upon commencement of LEA’s Billing Services and quarterly thereafter. Eligibility match information will be retained by Paradigm and will be used solely to provide Services hereunder.

b. **Provider Logs.** If the LEA prefers to document its healthcare services on Paradigm forms, Paradigm will supply LEA with specially designed monthly provider logs for use by the LEA's healthcare providers, at no extra charge to LEA.

c. **Training.** Paradigm will provide initial training of LEA health managers through one (1) day training classes to help them carry out their responsibilities for submitting information. Classes will be offered monthly, provided that Paradigm determines the demand is sufficient, in different locations throughout the State as necessary. LEA may send personnel to as many of the classes offered as it chooses.

d. **Claims Submittal.** Paradigm will make commercially reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from LEA of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

e. **Reports.** Paradigm will provide LEA with management reports using provider, procedure, and/or site parameters, the character and frequency of which will be determined by mutual agreement of Paradigm and LEA and will be based on LEA's use of LEA's Billing Services.

#### 4. ***LEA's Billing Service Obligations.***

a. **Provider Logs.** LEA will maintain complete and accurate provider logs of all healthcare services provided by LEA and will return the completed logs to Paradigm at the end of each month.

b. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 15<sup>th</sup>, December 15<sup>th</sup>, March 15<sup>th</sup>, and June 15<sup>th</sup>), LEA will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from LEA's computer systems or from the computer systems of the individual schools that LEA comprises.

#### 5. ***Paradigm CRCS Services.***

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule (CRCS) Workbook in accordance with the claim guidelines approved by DHS based on information supplied by LEA for each fiscal year in accordance with the term of this contract. LEA will have final approval over the CRCS Workbook submission prepared by Paradigm.

#### 6. ***LEA's CRCS Obligations.***

LEA will submit to Paradigm all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the claim is to be submitted.

#### 7. ***Termination of CRCS Services.***

Either party may terminate Paradigm's performance of CRCS services upon written notice sent no later than 60 days prior to the end of a Fiscal Year for which the CRCS services apply. Absent termination in accordance with the requirements of this Section, LEA will be obligated to pay the full annual CRCS fee. Any termination otherwise shall be in accordance with the termination provisions of the Agreement and shall not extinguish the parties' other rights or obligations hereunder.

## 8. *Paradigm MAA Services.*

a. **MAA Operational Plan.** Paradigm will assist the LEA with the development and submission to the Lead County or Regional Agency (as defined by the DHS, such as a Local Government Agency or Local Education Consortium) of a MAA Operational Plan encompassing each claiming unit (e.g. Nursing, Healthy Start) in accordance with the DHS MAA Operational Plan instructions. LEA will have final authority to approve such MAA Operational Plan prepared by Paradigm before submission to the Lead County or Regional Agency.

b. **Eligibility.** Using its proprietary algorithms and know-how, Paradigm will determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHS and county governments upon commencement of MAA Billing Services and quarterly thereafter. Eligibility match information will be retained by Paradigm and will be used solely to provide Services hereunder.

c. **Training.** Paradigm will provide key staff, which has been mutually agreed upon by Paradigm and LEA, with the appropriate training, knowledge and skill to adequately complete time surveys and understand program activity codes.

d. **Documentation for Claim Submission.** Paradigm will assist LEA in the calculation of transportation direct charge rates, provided that LEA supplies Paradigm with the information necessary to make such calculations in accordance with the claim guidelines as expressed in the MAA Operational Plan (as approved by DHS). LEA will have final approval of the MAA claim submissions prepared by Paradigm.

e. **Agency Coordination.** Paradigm will coordinate the submittal of MAA Operational Plan and claims to the County or Regional MAA Coordinator and provide information requested by regional, State and federal agencies as related to the MAA Operational Plan and claims submitted thereunder.

## 9. *LEA's MAA Obligations.*

a. **MAA Operational Plan.** LEA will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. LEA will designate individuals to serve as Paradigm contacts for the collection of such information.

b. **Training.** LEA will ensure that appropriate personnel attend training and are trained to complete the annual time survey as selected by the State using form DHS 7094.

c. **DHS required Time Survey.** If consistent with LEA's MAA Operational Plan, LEA will submit to Paradigm each time survey that is required by DHS for each participant on a quarterly basis or other time frame requirement as selected by the State using DHS approved documentation. All time surveys will be submitted to Paradigm no later than thirty (30) days after the end of the month in which the time survey was completed.

d. **Transportation Documentation.** If consistent with LEA's MAA Operational Plan, LEA will provide Paradigm with an annual list in writing or in a computer file in a format specified by Paradigm of all students receiving non-healthcare transportation who have said transportation designated in their Individual Education Program or Individual Health and Support Plan. Transportation documentation must be submitted to Paradigm no later than thirty (30) days after the end of the first quarter of the school year.

e. **MAA Claim Submittal.** LEA will submit to Paradigm all elements needed to complete the detailed MAA Claim form for the provider unit that undertook the activities for which reimbursement

is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the claim is to be submitted.

f. **Compliance.** LEA will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

g. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 15<sup>th</sup>, December 15<sup>th</sup>, March 15<sup>th</sup>, and June 15<sup>th</sup>), LEA will provide Paradigm with a computer file in a format specified by Paradigm of all student data requested by Paradigm from LEA's computer systems or from the computer systems of the individual schools LEA comprises.

#### 10. ***Additional LEA Obligations.***

In addition to the specific obligations set forth above, LEA will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

#### 11. ***Fees and Payment Terms.***

a. **Fees for LEA Services.** The LEA Billing Services fee for claims submitted by Paradigm or originating during the term of this Agreement will be equal to a sliding scale percentage of the gross amount paid to LEA by DHS (without including DHS administrative deductions or holdbacks) ("DHS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to LEA according to the following schedule:

15% of gross amounts paid to LEA, up to \$500,000

12% of gross amounts paid to LEA, from \$500,001 to \$1 million

10% of gross amounts paid to LEA, above \$1 million

For purposes of computing the DHS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by LEA, regardless when the claim originates or is submitted to DHS for payment. Nothing in this Section shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice LEA monthly based on payment received by LEA from DHS.

b. **Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$10,000 or (ii) 3% of the "Medi-Cal Maximum Reimbursable" amount for all LEA services as set forth on Worksheet A to the CRCS Workbook for that Fiscal Year. Paradigm will invoice LEA for CRCS services on an annual basis.

c. **Fees For MAA Billing Services.** The MAA Billing Services fee applicable to each fiscal quarter during the term of the Agreement will be equal to \$125.00 multiplied by the sum of: (i) the number of Time Survey participants claimed on LEA's MAA Invoice for that fiscal quarter and (ii) the number of individuals identified as a direct charge in LEA's MAA Invoice for that fiscal quarter. Paradigm will invoice LEA quarterly based on MAA payments received by LEA from DHS.

d. **Late Fees.** LEA will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of LEA (other than taxes on Paradigm's gross income).

e. **Substitution of Alternative Fee Terms.** In the event that the foregoing fee arrangements or any part thereof is or becomes inconsistent with applicable state or federal law, regulation, or court



order, Paradigm may, in its sole discretion, and on thirty (30) days written notice, substitute a new fee arrangement. Provided however, such substitute fee arrangements shall not increase the total amount LEA would otherwise have been required to pay Paradigm for services under this Agreement.

## 12. *Protection of Confidential Information.*

a. **Definition.** “**Confidential Information**” shall mean all information disclosed by either party to the other that, at the time of first disclosure: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. LEA Confidential information shall include without limitation all LEA student healthcare data and shall exclude any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure, or is rightfully received or independently developed by Paradigm after disclosure. Paradigm’s Confidential Information shall include without limitation all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, and know-how related to making eligibility determinations, and data and results derived from the foregoing.

b. **Protection of Confidential Information.** Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors providing such employees and independent contractors have a need to know such Confidential Information for purposes of fulfilling the party’s obligations hereunder, have been informed of the confidentiality provisions of this Agreement, and have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

c. **Retention of Confidential Information.** LEA authorizes Paradigm in its discretion to dispose of service documentation (including but not limited to paper-based documentation such as provider logs) in a manner that preserves the confidentiality of such documentation provided that no documentation of Medi-Cal eligible services shall be discarded earlier than three years after the service date and no documentation of services that are not Medi-Cal eligible shall be discarded earlier than 1 year after the service date.

d. **Direct Control By LEA.** The parties acknowledge that, notwithstanding any other provision of this Agreement, LEA has taken reasonable and appropriate steps to ensure that Paradigm’s practices with respect to confidential student information comply with FERPA requirements and LEA remains legally responsible for any FERPA violations that may occur in the course of Paradigm’s performance of services under this Agreement.

e. **Lawful Disclosure.** This Section shall not be construed as prohibiting either party from disclosing information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligations and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure.

f. **Continuing Obligations.** The obligations contained in this Section shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

## 13. *Accuracy of Information.*

a. **LEA Efforts.** LEA shall use its best efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. LEA assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness and accuracy of all information supplied to Paradigm.

b. **Paradigm Efforts.**

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on LEA's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. LEA acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. LEA's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and LEA shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by LEA or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHS.

(3) LEA acknowledges that Paradigm is not providing LEA with legal, medical or healthcare information or services and that any forms, software, and other materials supplied to LEA hereunder are not intended to provide legal, medical, or healthcare advice.

#### 14. ***Limitation of Liability.***

In no event shall Paradigm be liable to LEA for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event LEA elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of LEA from participation in the LEA Billing Option or for any resulting disallowance of LEA claims. In no event shall Paradigm's total liability for damages to LEA arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the six (6) month period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action or amount of the alleged losses.

#### 15. ***Licenses and Permits.***

LEA represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) LEA will maintain such licenses in full force and effect during the term and all renewal

terms of this Agreement; and (c) LEA has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

#### 16. *Indemnification.*

LEA shall defend, indemnify and hold harmless Paradigm, its officers, directors, employees, agents and shareholders against and from any all claims, demands, losses, obligations, proceedings, debts, damages, causes of action, liability, costs and expenses (including reasonable attorney's fees and costs), whether accrued or paid, arising directly or indirectly from, or relating to any of LEA's actions arising out of this Agreement or any request for reimbursement submitted by Paradigm on behalf of LEA under this Agreement including without limitation: (a) breach of any provisions of this Agreement by LEA; (b) failure of LEA or its healthcare providers, to provide the healthcare services for which reimbursement is sought; (c) failure of LEA or its employees, agents, or independent contractors to provide healthcare and related services according to professional standards; (d) inaccuracy in the LEA's Confidential Information; or (e) failure of LEA or its employees, agents, or independent contractors to obtain or maintain in good standing any licenses, permits or registrations required to render the healthcare and related services for which reimbursement is sought. These obligations shall survive expiration or termination of this Agreement for any reason.

#### 17. *Termination.*

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (1) Paradigm shall submit for reimbursement and shall be entitled to receive payment pursuant to this Agreement for all claims arising from healthcare services provided by LEA during the Term of this Agreement, provided that such claims are documented and submitted to Paradigm for reimbursement within six (6) months after the earlier of expiration or termination of this Agreement; (2) all fees LEA owes to Paradigm shall immediately become due and payable; (3) LEA shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision; and (4) except as otherwise set forth herein, all definitions, the parties' rights and obligations with respect to this Agreement (other than the "Payments" and "Parties' Efforts" Sections) and all other provisions that by their nature should survive, shall survive.

#### 18. *Paradigm Proprietary Rights.*

LEA acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above) and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of the Services shall give LEA any ownership interest in or license to any of Paradigm's intellectual or other property.

19. *Miscellaneous.*

a. **Notice.** Any notice required or permitted to be give under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received.

b. **Relationship.** It is intended that the relationship of Paradigm to LEA shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. **Governing Law.** This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. **Severability.** If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of the American Arbitration Association in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by AAA from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys fees and costs.

f. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. **Entire Agreement; Amendment.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements,

understandings, negotiations, and discussions of the parties, whether oral or written, relating to its contents. There are no agreements, understandings, restrictions, representations or warranties other than those set forth in this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

i. **Assignment.** LEA shall not assign or transfer this Agreement without the consent of Paradigm, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by LEA.

k. **Counterparts.** This Agreement may be executed in any number of faxed or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

**PARADIGM:**

PARADIGM HEALTHCARE SERVICES, LLC  
D/B/A PARADIGM HEALTHCARE SERVICES

By: Constance G Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 2/5/09

Address:

Attn: Constance Laflamme

311 California Street, Suite 200

San Francisco, California 94104

Phone: (415) 616-0920

Fax: (415) 616-0910

**LEA:**

FULLERTON ELEMENTARY SCHOOL DISTRICT

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

CONSENT ITEM

**DATE:** October 13, 2009

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

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

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** APPROVE/RATIFY AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION TO PROVIDE PROFESSIONAL DEVELOPMENT FOR THE AB 430 ADMINISTRATOR TRAINING PROGRAM, SEPTEMBER 1, 2009 – JUNE 30, 2011

Background: The Administrator Training Program AB 430, which reauthorizes the Principal Training Program AB 75, became effective July 1, 2006. The training supports professional development that focuses on building leadership skills for new administrators and provides information for their challenging and complex roles as instructional leaders. The Fullerton School District will apply, through the California Department of Education, for AB 430 grant funding to support the cost in the amount of \$3,000.00 per principal/assistant principal. Districts are required to provide \$1,000.00 in local matching funds for each participant. Five additional administrators will participate in the training program. Funding for these five additional participants is available through various grant programs. Administrators have two years to complete the program.

Program training will be provided and organized into three modules: Module 1: *Leadership and Support of Student Instructional Programs*; Module 2: *Leadership and Management for Instructional Improvement* and; Module 3: *Instructional Technology to Improve Pupil Performance*. Each District must select a provider approved by the California Department of Education. The approved provider selected by the Fullerton School District for training is the Orange County Office of Education (OCDE). The OCDE program will include training on Core academic standards, curriculum frameworks, instructional materials, and mastering the use of formative and summative assessment data.

Rationale: The Administrator Training Program ensures the leadership, infrastructure, and support for full implementation of effective instructional programs to improve student achievement.

Funding: The cost per participant for Module 1 is \$2,000.00, Module 2 is \$900.00, and Module 3 is \$900.00 for a total fee of \$19,000.00. Participants will be paid from AB 430 Administrator Training grant funding budget (#325) and Title II Teacher/Principal Staff Development grant funding (#217).

Recommendation: Approve/Ratify Agreement with the Orange County Department of Education to provide professional development for the AB 430 Administrator Training Program, September 1, 2009 – June 30, 2011.

JM:SA:lc  
Attachment

FULLERTON SCHOOL DISTRICT  
ADMINISTRATOR TRAINING PROGRAM

This AGREEMENT is hereby made and entered into this 1st day of September, 2009, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, maintaining the Administrator Training Program, 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.

1.0 BASIS OF AGREEMENT. SUPERINTENDENT, as a State Board of Education (SBE) approved AB 430 Training Provider will provide training for DISTRICT administrators focused on building administrators' leadership skills and capacity to serve effectively in their critical and complex roles. The goal of AB 430 is to develop school site and district administrators who come from a variety of contexts and challenging environments, which are able to establish sound and clear instructional goals, who collaboratively develop data-driven instructional strategies, and who lead a school through powerful instructional change.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing September 1, 2009 and ending on June 30, 2011, subject to termination as set forth in this AGREEMENT.

3.0 TRAINING. SUPERINTENDENT as a Training Provider shall design a program to fit the needs of DISTRICT and its schools and administrators. Through collaboration with the DISTRICT,

1 SUPERINTENDENT shall individualize and differentiate its training  
2 program options to address various levels of administrator  
3 experiences, current competencies, and prior training.  
4 SUPERINTENDENT will also work in collaboration with DISTRICT and its  
5 partners (institutions of higher education and other educational  
6 entities) to plan and provide high quality, intensive, follow-up  
7 trainings. SUPERINTENDENT shall provide training in one or more of  
8 the following modules:

9 3.1 Module 1: Leadership and Support of Student  
10 Instructional Programs. (Five (5) one-day workshops  
11 for a total of 40 hours of training and 40 hours of  
12 practicum)

13 3.2 Module 2: Leadership and Management for Instructional  
14 Improvement. (Three (3) one-day workshops for a total  
15 of 20 hours of training and 20 hours of practicum)

16 3.3 Module 3: Instructional Technology to Improve Pupil  
17 Performance. (Three (3) one-day workshops for a total  
18 of 20 hours of training and 20 hours of practicum)

19 4. DISTRICT'S RESPONSIBILITIES. DISTRICT agrees to the following:

20 4.1 Identify an administrator and liaison to work closely  
21 with SUPERINTENDENT to create a schedule for  
22 professional development that meets the DISTRICT'S  
23 training needs according to state criteria.

24 4.2 Provide the names of the administrators that will be  
25 participating in the AB 430 Administrator Training  
Program. In addition, provide the number of



1 administrators, name of the school, and which  
2 training module each will be attending.

3 4.3 Ensure that all administrators understand their  
4 responsibilities and the requirements of the AB 430  
5 Administrator Training Program.

6 5.0 TRAINING COSTS. The costs for the AB 430 Administrator Training  
7 Program modules and practicum are as follows:

- 8 • AB 430 Module 1 (Five (5) one-day workshops for a total  
9 of 40 hours training + 40 hours practicum):  
10 \$2,000.00 Per Participant.
- 11 • AB 430 Module 2 (Three (3) one-day workshops for a total  
12 of 20 hours of training + 20 hours of Practicum):  
13 \$900.00 Per Participant.
- 14 • AB 430 Module 3 (Three (3) one-day workshops for a total  
15 of 20 hours of training + 20 hours of Practicum):  
16 \$900.00 Per Participant.

15 6.0 PAYMENT.

16 A. DISTRICT agrees to pay SUPERINTENDENT the total sum not to  
17 exceed Nineteen thousand dollars (\$19,000.00) for services  
18 satisfactorily rendered pursuant to Section 3.0 of this AGREEMENT.  
19 Payment shall be made to SUPERINTENDENT periodically, upon  
20 performance of services and receipt and approval of an invoice in  
21 triplicate. Payment shall be mailed to: Orange County Superintendent  
22 of Schools, Attn: Accounting Manager, 200 Kalmus Drive, P.O. Box  
23 9050, Costa Mesa, California 92628-9050, or at such other place as  
24 SUPERINTENDENT may designate in writing.  
25

1 B. DISTRICT may withhold or delay any payment should  
2 SUPERINTENDENT fail to comply with any of the provisions set forth  
3 in this AGREEMENT.

4 C. The obligation of DISTRICT under this AGREEMENT is  
5 contingent upon the availability of funds furnished by the State of  
6 California. In the event that such funding is terminated or reduced,  
7 this AGREEMENT may be terminated and DISTRICT'S fiscal obligations  
8 hereunder shall be limited to a pro rated amount of funding actually  
9 received by the DISTRICT under the grant. DISTRICT shall provide  
10 SUPERINTENDENT written notification of such termination. Notice  
11 shall be deemed given when received by the SUPERINTENDENT or no  
12 later than three (3) days after the day of mailing, whichever is  
13 sooner.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
15 shall be an independent contractor and shall be wholly responsible  
16 for the manner in which the services required by the terms of this  
17 AGREEMENT are performed. Nothing herein contained shall be construed  
18 as creating the relationship of employer and employee or principal  
19 and agent between SUPERINTENDENT and DISTRICT. SUPERINTENDENT  
20 assumes the responsibility for the acts and omissions of its  
21 employees or agents as they relate to the services to be provided.  
22 SUPERINTENDENT, its officers, agents and employees, shall not be  
23 entitled to any rights, and/or privileges of DISTRICT'S employees  
24 and shall not be considered in any manner to be DISTRICT'S  
25 employees.

1 8.0 HOLD HARMLESS/INDEMNIFICATION.

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

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

18 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agrees that  
19 they will not engage in unlawful discrimination of persons because  
20 of race, color, religious creed, national origin, ancestry, physical  
21 handicap, medical condition, marital status, or age or sex of such  
22 persons.

23 10.0 APPLICABLE LAW. The services completed herein must meet the  
24 approval of the SUPERINTENDENT'S general right of inspection to  
25 secure the satisfactory completion thereof. DISTRICT agrees to  
comply with all federal, state and local laws, rules, regulations

1 and ordinances that are now or may in the future become applicable  
2 to DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
3 operations covered by this AGREEMENT or occurring out of the  
4 performance of such operations.

5 11.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or  
6 assign the performance of any of the services in this AGREEMENT  
7 without prior written approval of the other party.

8 12.0 RETENTION OF RECORDS.

9 12.1 SUPERINTENDENT shall preserve and make available, to  
10 DISTRICT and the State Board of Education, all records  
11 for a period of five (5) years from the date of final  
12 payment under this AGREEMENT, and for a longer period,  
13 if any, as is required by applicable statute, or by any  
14 other clause of this AGREEMENT.

15 12.2 DISTRICT shall preserve and make available, to  
16 SUPERINTENDENT and the State Board of Education, all  
17 records for a period of five (5) years from the date of  
18 final payment under this AGREEMENT, and for a longer  
19 period, if any, as is required by applicable statute, or  
20 by any other clause of this AGREEMENT.

21 13.0 TOBACCO USE POLICY. In the interest of public health,  
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
23 use of any tobacco products are prohibited in buildings and  
24 vehicles, and on any property owned, leased or contracted for by the  
25 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to

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

3 14.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
4 or DISTRICT with or without cause, upon the giving of thirty (30)  
5 days prior written notice to the other party.

6 15.0 NOTICES. All notices or demands to be given under this  
7 AGREEMENT by either party to the other shall be in writing and given  
8 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
9 registered or certified mail, return receipt requested, with postage  
10 prepaid. Service shall be considered given when received if  
11 personally served or, if mailed, on the third (3rd) day after  
12 deposit in any U.S. Post Office. The address to which notices or  
13 demands may be given by either party may be changed by written  
14 notice given in accordance with the notice provisions of this  
15 section. As of the date of this AGREEMENT the addresses of the  
16 parties are as follows:

17           DISTRICT: Fullerton School District  
18                    1401 West Valencia Drive  
19                    Fullerton, California 92833  
20                    Attn: \_\_\_\_\_

21           SUPERINTENDENT: Orange County Superintendent of Schools  
22                    200 Kalmus Drive  
23                    Costa Mesa, California 92626  
24                    Attn: Patricia McCaughey

25 16.0 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.

1 17.0 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.

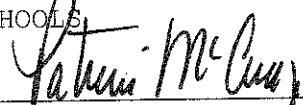
4 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement between  
6 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
7 made shall be ineffective to modify this AGREEMENT in whole or in  
8 part unless such agreement 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

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

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

PRINT NAME: Patricia McCaughey

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

TITLE: Coordinator

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

DATE: September 29, 2009

23 FullertonSD-AB430-Income (34952)11  
24 ZIP4

CONSENT ITEM

**DATE:** October 13, 2009

**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/RATIFY CONSULTANT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SCHOOL MANAGEMENT PROGRAM FOR LADERA VISTA JR. HIGH SCHOOL FOR PROFESSIONAL DEVELOPMENT CONDUCTED ON SEPTEMBER 25, 2009**

Background: As part of Ladera Vista's implementation of a Professional Learning Community, it is vital to reflect on areas that need improvement to assure student achievement. It is imperative to provide the Ladera Vista staff an avenue to share best practices. UCLA's School Management Program trains teachers to conduct productive classroom "walkthroughs" within their schools and coaches them to share best practices among colleagues. UCLA's School Management Program has helped hundreds of schools across the country improve their performance. With the implementation of Late Start Wednesdays at Ladera Vista, this training will provide administrators and teachers the capacity to identify the issues we need to improve and the ability to use our collective leadership skills to change how we do things to increase student achievement. Building on the training and implementation of Professional Learning Communities, Ladera Vista has built a culture of trust and collaboration.

Rationale: As a follow up for next steps to last year's training, UCLA in collaboration with the Ladera Vista Instructional Leadership Team, conceptualized, developed, prepared materials, and facilitated the CWT process. The training included reviewing and deepening understanding of clarifying and probing questions, identifying steps based on patterns and trends developed by the site, work on the next focus question, and participation in a team building experiential learning experience.

Funding: Cost not to exceed \$1,500.00 to be paid from School and Library Improvement Program fund (#304) and Title II Teacher/Principal Staff Development grant fund (#217).

Recommendation: Approve/Ratify Consultant Agreement between Fullerton School District and the University of California, Los Angeles (ULCA) School Management Program for Ladera Vista Jr. High School for professional development conducted on September 25, 2009.

JM:JA:nm  
Attachment

## CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **UCLA School Management Program 4223 MATH SCIENCE BUILDING, LOS ANGELES, CA. 90095-7168 310-825-2488**, 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:
  - **UCLA will, in collaboration with the LV instructional leadership team, conceptualize, develop, prepare materials, and facilitate a four-hour whole staff training as a follow up for next steps as part of the CWT process.**

Services shall be provided by **UCLA School Management Program**

2. Term. CONSULTANT shall provide services under this AGREEMENT on **September 25, 2009 only.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Fifteen Hundred Dollars (\$1,500.00).**

This amount includes the following:

- **Four-hour whole staff training**

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:**

**UCLA School Management Program**  
**Dan Chernov**  
**4223 Math Science Bldg.**  
**Los Angeles, CA 90095**  
**Phone 310-825-2488**

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 13th DAY of October 2009

Fullerton School District  
(Name of District)

**UCLA School Management Program**  
(Consultant Name)

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

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

Mitch Hovey, Ed.D.  
Typed Name

\_\_\_\_\_  
Typed Name

Superintendent  
Title

\_\_\_\_\_  
Title

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

CONSENT ITEM

**DATE:** October 13, 2009

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

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

**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2009 - SEPTEMBER 30, 2009)

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

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	None	N/A
Instructional Material Issues	None	N/A
Credentialing Issues	None	N/A
Other	None	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2009 - September 30, 2009).

MD:cs  
Attachment

## 2009-2010 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

**District:** Fullerton School District

**Person completing this form:** Carmen Serna

**Title:** Administrative Secretary, Personnel Services

- |                                     |   |                                       |
|-------------------------------------|---|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 July 1 to September 30, 2009   | <b>Report due by October 30, 2009</b> |
| <input type="checkbox"/>            | Quarter #2 October 1 to December 31, 2009 | <b>Report due by January 29, 2010</b> |
| <input type="checkbox"/>            | Quarter #3 January 1 to March 31, 2010    | <b>Report due by April 30, 2010</b>   |
| <input type="checkbox"/>            | Quarter #4 April 1 to June 30, 2010       | <b>Report due by July 30, 2010</b>    |

Date for information to be reported publicly at governing board meeting: October 13, 2009

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
<b>Textbook and Instructional Material</b>	0		
<b>Teacher Vacancy or Misassignment</b>	0		
<b>Facility Conditions</b>	0		
<b>CAHSEE Intensive Instruction &amp; Services</b> (High school districts only. All other districts answer N/A)	0		
<b>TOTALS</b>	0		

Print name of Superintendent: Mitch Hovey, Ed.D

Signature of Superintendent: \_\_\_\_\_

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

**Please submit to:**

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

CONSENT ITEM

**DATE:** October 13, 2009  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Gary Cardinale, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Suwen Su, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1093 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$146,829.72 (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1093 for the 2009/2010 school year. The total amount presented for approval is \$146,829.72.

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

01	General Fund	\$146,829.72
	Total	<u>\$146,829.72</u>

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

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

Recommendation: Approve/Ratify warrant number 1093 for the 2009/2010 school year in the amount of \$146,829.72 (District 48, Amerige Heights).

GC:SS:jd

ACTION ITEM

**DATE:** October 13, 2009

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

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

**SUBJECT:** **ADOPTION OF RESOLUTION #09/10-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2009/2010**

Background: *Education Code Section 60119 and California Code of Regulations, Title 5, Section 9531(c)* require local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. In addition, *Education Code 60421(a) and California Code of Regulations, Title 5, Section 9531(a)* require governing boards to certify compliance with the Instructional Materials Funding Realignment Program (IMFRP) requirements regarding provision of standards-aligned instructional materials for all students. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on October 1, 2009 at the Hunt Library, Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School, Nicolas Jr. High School, Parks Jr. High School. Press releases were sent to the Los Angeles Times, Orange County Register, Korean Times, Korean Central Daily News and the Fullerton Observer.

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

Funding: Not applicable.

Recommendation: Adoption of Resolution #09/10-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2009/2010.

JM:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
BOARD OF TRUSTEES

RESOLUTION 09/10-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2009/2010

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

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

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

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

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

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

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

WHEREAS, a public hearing was held on October 13, 2009, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

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

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

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

WHEREAS, between the 2008-09 through the 2012-12 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course



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

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

BE IT FURTHER RESOLVED, that for the 2009/2010 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the California State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2009/2010 school year, that the Governing Board of the Fullerton School District hereby certifies that as of this date, each pupil in the District in kindergarten through grade eight has been provided with a standards-aligned textbook or basic instructional materials purchased from the approved standards-aligned adoption list in the areas of history/social science, mathematics, reading/language arts, science, and to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Mitch Hovey Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 13th day of October 2009, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF this 13th day of October 2009.

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Hilda Sugarman, President  
Fullerton School District

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Mitch Hovey Ed.D., Secretary  
Fullerton School District

Resolution: #09/10-08

9/30/09nm

ACTION ITEM

**DATE:** October 13, 2009

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

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

**SUBJECT:** **APPROVE SETTLEMENT AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER #130 RELATING TO MEDIATION SETTLEMENT REACHED ON SEPTEMBER 11, 2009 AND REQUIRES AB 1200 DISCLOSURES**

Background: California School Employees Association (CSEA) Chapter #130 and the Fullerton School District were not able to finalize contract negotiations for 2007/2008. The District and CSEA were unable to reach a settlement and agreed to enter Mediation/Fact Finding.

After two sessions of mediation, the attached mediated agreement was tentatively agreed upon by both parties. CSEA #130 ratified the attached mediation agreement and is now being presented to the Board for approval.

The AB 1200 Report is attached for review.

Rationale: Government Code Section 3547.5 requires that negotiated agreements between an exclusive representative and public school employers, relating to matters within the scope of representation, be presented at a public meeting.

Funding: Not applicable.


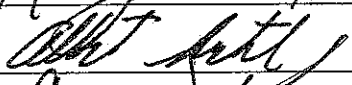
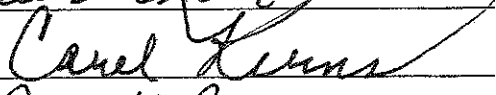
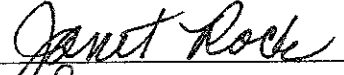

Recommendation: Approve settlement agreement between the Fullerton School District and California School Employees Association Chapter #130 relating to mediation settlement reached on September 11, 2009 and requires AB 1200 disclosures.

MD:cs  
Attachments

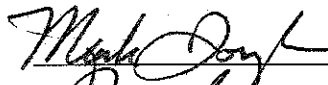
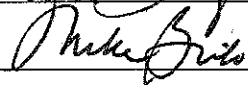
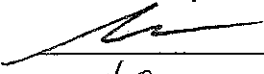
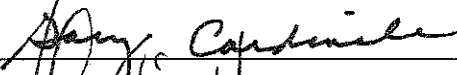
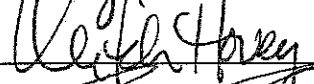

Mediated Tentative Agreement in the Matter of Fullerton School District and California School Employees Association Chapter 130 – Case Number LA-IM-3515-E

1. The term of the Agreement shall be July 1, 2009 through June 30, 2012.
2. The Agreement shall include previous tentative agreements on Article 4- Organizational Rights, Article 12- Leaves and Article 17-Safety.
3. For fiscal year 2009/2010 the classified salary schedule shall remain unchanged from the salary schedule that was in effect for fiscal year 2008/2009.
4. Negotiations for fiscal year 2009/2010 shall be concluded with the exception of negotiations over Article 8- Health Insurance. The parties shall commence negotiations on this article no later than October 15, 2009.
5. For fiscal year 2010/2011 and 2011/2012 the parties shall reopen on Article 6- Pay and Allowances; Article 8- Health Insurance plus one additional article per party.
6. For fiscal year 2009/2010 there shall be no additional layoffs of classified unit members, except as provided herein. "Layoffs" pursuant to this section means that no unit member shall receive notice pursuant to Education Code 45117, except as provided herein.
  - a. This provision is intended to mean that there will be no further reductions in classified positions as a result of the general assertion of "lack of work or lack of funding" for the 2009-2010 school year.
  - b. This provision applies only to a staffing reduction that takes place with an effective date within the 2009-2010 school year. This does not preclude the District from initiating the staffing reduction process for a subsequent year.
7. The parties recognize that during fiscal year 2008/2009 the classified bargaining unit did not receive, and therefore deferred, the 3% on-scale salary increase that the certificated teacher's unit received. To address this issue and promote parity in the salary settlement history, the parties agree as set forth below.
  - a. The parties agree that to provide parity in raises between bargaining units, the classified salary schedule shall at some point be increased by 3.0%, subject to the provisions of sub-paragraphs b., c., and d. below.
  - b. It is anticipated that at some future time, the district will once again be in a position to grant compensation increases. Prior to granting any future across the board salary increase for the certificated teacher's unit, the district agrees to grant a 3% salary increase to the classified salary schedule. The effective date of the implementation of the 3% increase shall be not later than July 1st of the fiscal year in which the district negotiates a salary increase for the certificated teacher's unit.
  - c. In the event that the certificated teacher's unit agrees in fiscal years 2009/2010 or 2010/11 to roll-back all or a portion of the 3% salary increase received for fiscal year 2008/2009, the amount the district is required to place on scale for the classified unit as described in section 7.a. above shall be reduced by a percentage amount equal to that by which the certificated teacher's unit salary schedule is reduced.
  - d. For the duration of this agreement, any increase implemented pursuant to section 7 above shall be in addition to a "me too" agreement granting the classified unit the same overall across the board percentage salary increase as the certificated teacher's unit for that year.
8. The terms and conditions of this Agreement represent a settlement with respect to all issues relevant to the parties' successor Agreement negotiations.

For CSEA

  
  
  
  
  
CSEA  
LRR

For the District

**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: C.S.E.A. #130

Certificated, Classified, Other: CLASSIFIED

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
(date) (date)

The Governing Board will act upon this agreement on: October 13, 2009  
(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)	\$ 13,239,264	\$ -	\$ -	\$ -
		0.0%	0.00%	0.0%
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.0%	0.00%	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.	\$ 2,567,053	\$ -	\$ -	\$ -
		0.0%	0.00%	0.0%
5 Health/Welfare Plans	\$ 2,537,750			
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 18,344,067	\$ -	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	341.85			
8 Total Compensation Average Cost per Employee	\$ 53,661	\$	\$	\$
		%	%	%

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"?

0%

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.

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.)

None.

- 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.

No change to current year or subsequent years.

- 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**

Revenue Limit income, Categorical Income, and District Reserves.

- 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)?**

Revenue Limit income, Categorical income, District reserves, and/or Budget reductions.

- 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.)**

Not applicable.

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

**Unrestricted General Fund  
C.S.E.A.**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2009)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 64,411,241	\$ -	\$ -	\$ 64,411,241
Remaining Revenues (8100-8799)	\$ 11,304,080	\$ -	\$ -	\$ 11,304,080
<b>TOTAL REVENUES</b>	\$ 75,715,321	\$ -	\$ -	\$ 75,715,321
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 39,732,280	\$ -	\$ -	\$ 39,732,280
Classified Salaries (2000-2999)	\$ 7,488,495	\$ -	\$ -	\$ 7,488,495
Employee Benefits (3000-3999)	\$ 13,759,808	\$ -	\$ -	\$ 13,759,808
Books and Supplies (4000-4999)	\$ 1,540,940	\$ -	\$ -	\$ 1,540,940
Services, Other Operating Expenses (5000-5999)	\$ 4,174,136	\$ -	\$ -	\$ 4,174,136
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 995,643	\$ -	\$ -	\$ 995,643
Direct Support/Indirect Cost (7300-7399)	\$ (611,886)	\$ -	\$ -	\$ (611,886)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 67,079,416	\$ -	\$ -	\$ 67,079,416
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 8,635,905	\$ -	\$ -	\$ 8,635,905
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 963,000	\$ -	\$ -	\$ 963,000
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ 495,977	\$ -	\$ -	\$ 495,977
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (8,914,029)	\$ -	\$ -	\$ (8,914,029)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 188,899	\$ *	\$ -	\$ 188,899
<b>BEGINNING BALANCE</b>	\$ 6,228,939			\$ 6,228,939
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,417,838	\$ -	\$ -	\$ 6,417,838
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,411,000	\$ -	\$ -	\$ 1,411,000
Reserved for Economic Uncertainties (9770)	\$ 3,347,165	\$ -	\$ -	\$ 3,347,165
Designated Amounts (9775-9780)	\$ 1,659,673	\$ -	\$ -	\$ 1,659,673
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.

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

**Restricted General Fund**

**C.S.E.A.**

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2009)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 1,829,458	\$ -	\$ -	\$ 1,829,458
Remaining Revenues (8100-8799)	\$ 19,752,400	\$ -	\$ -	\$ 19,752,400
<b>TOTAL REVENUES</b>	\$ 21,581,858	\$ -	\$ -	\$ 21,581,858
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 13,102,969	\$ -	\$ -	\$ 13,102,969
Classified Salaries (2000-2999)	\$ 7,792,800	\$ -	\$ -	\$ 7,792,800
Employee Benefits (3000-3999)	\$ 6,021,067	\$ -	\$ -	\$ 6,021,067
Books and Supplies (4000-4999)	\$ 2,198,486	\$ -	\$ -	\$ 2,198,486
Services, Other Operating Expenses (5000-5999)	\$ 3,811,832	\$ -	\$ -	\$ 3,811,832
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 518,000	\$ -	\$ -	\$ 518,000
Direct Support/Indirect Cost (7300-7399)	\$ 431,976	\$ -	\$ -	\$ 431,976
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 33,877,130	\$ -	\$ -	\$ 33,877,130
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (12,295,272)	\$ -	\$ -	\$ (12,295,272)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 8,914,029	\$ -	\$ -	\$ 8,914,029
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,381,243)	\$ *	\$ -	\$ (3,381,243)
<b>BEGINNING BALANCE</b>	\$ 3,768,135	\$ -	\$ -	\$ 3,768,135
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 386,892	\$ -	\$ -	\$ 386,892
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 386,892	\$ -	\$ -	\$ 386,892
Reserved for Economic Uncertainties (9770)	\$ -	\$ -	\$ -	\$ -
Designated Amounts (9775-9780)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount (9790)	\$ -	\$ -	\$ -	\$ -

\* Please see question on page 7.



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

Enter Bargaining Unit: **Combined General Fund  
C.S.E.A.**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2009)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 66,240,699	\$ -	\$ -	\$ 66,240,699
Remaining Revenues (8100-8799)	\$ 31,056,480	\$ -	\$ -	\$ 31,056,480
<b>TOTAL REVENUES</b>	\$ 97,297,179	\$ -	\$ -	\$ 97,297,179
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 52,835,249	\$ -	\$ -	\$ 52,835,249
Classified Salaries (2000-2999)	\$ 15,281,295	\$ -	\$ -	\$ 15,281,295
Employee Benefits (3000-3999)	\$ 19,780,875	\$ -	\$ -	\$ 19,780,875
Books and Supplies (4000-4999)	\$ 3,739,426	\$ -	\$ -	\$ 3,739,426
Services, Other Operating Expenses (5000-5999)	\$ 7,985,968	\$ -	\$ -	\$ 7,985,968
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,513,643	\$ -	\$ -	\$ 1,513,643
Direct Support/Indirect Cost (7300-7399)	\$ (179,910)	\$ -	\$ -	\$ (179,910)
Other Adjustments	\$ -			
<b>TOTAL EXPENDITURES</b>	\$ 100,956,546	\$ -	\$ -	\$ 100,956,546
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (3,659,367)	\$ -	\$ -	\$ (3,659,367)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 963,000	\$ -	\$ -	\$ 963,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 495,977	\$ -	\$ -	\$ 495,977
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,192,344)	\$ -	\$ -	\$ (3,192,344)
<b>BEGINNING BALANCE</b>	\$ 9,997,074	\$ -	\$ -	\$ 9,997,074
Prior-Year Adjustments/Restatements (9793/9795)	\$ -	\$ -	\$ -	\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,804,730	\$ -	\$ -	\$ 6,804,730
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,797,892	\$ -	\$ -	\$ 1,797,892
Reserved for Economic Uncertainties (9770)	\$ 3,347,165	\$ -	\$ -	\$ 3,347,165
Designated Amounts (9775-9780)	\$ 1,659,673	\$ -	\$ -	\$ 1,659,673
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	\$ -			\$ -

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund  
C.S.E.A.**

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)	\$ 66,240,699	\$ 65,591,278	\$ 66,933,623
Remaining Revenues (8100-8799)	\$ 31,056,480	\$ 28,435,647	\$ 28,994,876
<b>TOTAL REVENUES</b>	\$ 97,297,179	\$ 94,026,925	\$ 95,928,499
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 52,835,249	\$ 53,958,594	\$ 55,013,667
Classified Salaries (2000-2999)	\$ 15,281,295	\$ 15,429,405	\$ 15,579,011
Employee Benefits (3000-3999)	\$ 19,780,875	\$ 20,832,676	\$ 20,890,108
Books and Supplies (4000-4999)	\$ 3,739,426	\$ 3,566,842	\$ 3,583,434
Services, Other Operating Expenses (5000-5999)	\$ 7,985,968	\$ 8,187,649	\$ 8,657,055
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 1,513,643	\$ 1,470,314	\$ 1,104,725
Direct Support/Indirect Cost (7300-7399)	\$ (179,910)	\$ (179,910)	\$ (179,910)
Other Adjustments		\$ (8,900,000)	\$ (9,100,000)
<b>TOTAL EXPENDITURES</b>	\$ 100,956,546	\$ 94,365,570	\$ 95,548,090
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (3,659,367)	\$ (338,645)	\$ 380,409
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 963,000	\$ 713,000	\$ 713,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 495,977	\$ 895,977	\$ 945,977
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (3,192,344)	\$ (521,622)	\$ 147,432
<b>BEGINNING BALANCE</b>	\$ 9,997,074	\$ 6,804,730	\$ 6,283,108
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,804,730	\$ 6,283,108	\$ 6,430,540
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,797,892	\$ 1,411,000	\$ 1,411,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 3,347,165	\$ 3,212,435	\$ 3,359,867
Reserved for Economic Uncertainties - Restricted (9770)			
Board Designated Amounts (9775-9780)	\$ 1,659,673	\$ 1,659,673	\$ 1,659,673
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

**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)	\$ 101,452,523	\$ 95,261,547	\$ 96,494,067
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	\$ 3,043,576	\$ 2,857,846	\$ 2,894,822

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 3,347,165	\$ 3,212,435	\$ 3,359,867
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	\$ 3,347,165	\$ 3,212,435	\$ 3,359,867
h.	Reserve for Economic Uncertainties Percentage	3.30%	3.37%	3.48%

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?

N/A

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 C.S.E.A. Bargaining Unit, during the term of the agreement from JULY 1, 2009 to JUNE 30, 2012.

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

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

N/A X (No budget revisions necessary)

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

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

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

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

**M. 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.

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

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**Date**

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**Dr. Gary Cardinale, Assistant Superintendent of Business**  
**Contact Person**

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**(714) 447-7412**  
**Phone**