

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 16, 2010
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

5:00 p.m.- Recess to Closed Session – Agenda:

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

6:00 p.m. – Call to Order, Pledge of Allegiance, and Report From Closed Session

Public Comments – Policy (see above)

Introductions/Recognitions

Maple School Report
All the Arts for All the Kids Foundation

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on October 26, 2010

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such

item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered E22B0018 through E22B0022, E22C0040 through E22C0049, E22D0199 through E22D0242, E22M0078 through E22M0087, E22R0242 through E22R0316, E22S0012 through E22S0016, E22T0009 through E22T0015, E22V0045 through E22V0050, E22X0246 through E22X0288, E22Y0025 through E22Y0027, and E22Z0105 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130293 through 130355 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 75748 through 75910 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 7885 through 7932 for the 2010/2011 school year.

1g. Approve Independent Contractor Agreement with Fullerton School District and Academic Goals, Inc., to provide supplemental support services from November 17, 2010 through June 3, 2011.

1h. Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA, Inc., 'dba' Club Z! to provide supplemental support services from November 17, 2010 through June 3, 2011.

1i. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from November 17, 2010 through June 3, 2011.

1j. Approve Independent Contractor Agreement with Fullerton School District and Sylvan Learning Center to provide supplemental support services from November 17, 2010 through June 3, 2011.

1k. Approve Independent Contractor Agreement with Fullerton School District and Advanced Reading Solutions LLC 'dba' UROK Learning Institute to provide supplemental support services from November 17, 2010 through June 3, 2011.

1l. Approve 2010/2011 Single Plan for Student Achievement and categorical budgets for all school sites.

1m. Approve/Ratify nonpublic agency agreement between Newport Language and Speech Centers and Fullerton School District for speech and language services from November 8, 2010 through June 30, 2011.

1n. Approve/Ratify warrant number 1106 for the 2010/2011 school year (District 48, Amerige Heights).

1o. Adopt Resolutions numbered 10/11-B013 through 10/11-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1p. Establish daily substitute pay rate for psychologists and certificated administrators.

1q. Approve/Ratify Early Intervention for School Success (EISS) independent contract agreements between Fullerton School District and Martha Anderson and Janice Johnson on September 30, 2010 and October 1, 2010.

1r. Approve/Ratify Classified Personnel Report.

1s. Approve legal consultant fee between Fullerton School District and Jeffrey Love for investigation services to commence November 17, 2010 through June 30, 2011.

1t. Approve Dr. Amanda Segovia Hale, Kaya Lien, Marcel Rowatt, Debra Kojima, and Amy Elwood to attend out-of-state conference in Phoenix, AZ, February 23-25, 2011.

1u. Adopt Resolution #10/11-17 of the Board of Trustees of the Fullerton School District authorizing the execution and delivery of documents relating to the sale and delivery of Refunding Certificates of Participation and authorizing and directing certain actions in connection therewith.

1v. Adopt Resolution #10/11-18 of the Board of Directors of the Fullerton School District Capital Facilities Corporation approving a lease/purchase agreement and certain other documents with the Fullerton School District.

Discussion/Action Items

2a. Approve New and Revised Board Policies

New:

Community Relations
BP 1240 Volunteer Assistance

Revised:

Personnel
BP 4119.4, BP 4219.4, BP 4319.4 Sexual Harassment
BP 4360 Travel: Reimbursement

Students
BP 5141.4 Child Abuse

2b. Approve Fullerton School District's Proposal to Re-Open Contingency Language with Fullerton Elementary Teachers Association.

2c. Approve Fullerton Elementary Teachers Association's Proposal to Re-Open Contingency Language with Fullerton School District.

2d. Adopt Resolution #10/11-16 in support of the California Coalition for P21.

Administrative Reports

3a. First Reading of Revised Board Policies

Revised:

Students
BP 5116 School Attendance Boundaries
BP 5116.1 Intradistrict Open Enrollment
BP 5117 Interdistrict Attendance

3b. Annual Report for Williams Settlement Legislation for 2009/2010 school year.

3c. Autism Program Report.

3d. Hear Presentation of 2010/2011 Budget Update.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, December 14, 2010, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, October 26, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Berryman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:32 p.m. and Hilda Sugarman led the pledge of allegiance to the flag.

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda:

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

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

The Board returned to Open Session at 5:42 p.m. and President Berryman stated there was no report from Closed Session. Lauralyn Eschner, Educational Services Coordinator, led the pledge of allegiance to the flag.

Public Comments

There were no public comments at this time.

Introductions/Recognitions

Janet Morey, Assistant Superintendent of Educational Services, introduced Lauralyn Eschner and Dr. Teresa Crawford, Director of College of Education's SchoolsFirst Center for Creativity and Critical Thinking in Schools and professor of elementary and bilingual education at CSUF. Ms. Eschner and Dr. Crawford presented an overview of Project CREATE! and they shared Fullerton School District was one of 33 projects in the United States that received a four-year Arts-in-Education Model Development and Dissemination (AEMDD) grant offered by the U.S. Department of Education. Rebecca Faubion, Program Coordinator for Project CREATE!, spoke on current trends of creativity relating to the arts.

John Straser, on behalf of the Fullerton Technology Foundation, presented a check to the District in the amount of \$90,686.00. Trustee Sugarman introduced members from the Board of the Fullerton Technology Foundation. President Berryman thanked the Fullerton Technology Foundation for their ongoing support to students.

Superintendent's Report

Dr. Hovey thanked the Fullerton Technology Foundation for their gracious gift to students and helping the District move forward with technology. He shared he had an opportunity to hear Leon Leyson, Holocaust survivor, speak at Parks Junior High School. Dr. Hovey shared he was a waiter at a dinner auctioned at the Toast to Learning event held in June 2010. The gourmet dinner was prepared by Sam Ricchio, Assistant Director of Technology Media Services. Dr. Hovey thanked Mr. Ricchio for personally purchasing and preparing the dinner. Dr. Hovey commented he would be attending the Fullerton Mayor's Prayer Breakfast on October 27, 2010, at the Anaheim Park Hotel. Dr. Hovey also shared that he along with several teachers and administrators are attending a "Redesigning the Evaluation Process" presentation at Cal Poly Pomona. He reminded everyone about the Artist Pin Auction being held on October 30, 2010, and that November 1, 2010, is a contractual furlough day and the District Office and school sites will be closed. Dr. Hovey shared that Bill Habermehl, Orange County Superintendent, made a presentation to the Management Team on how to market our schools and how to continue providing excellent customer service. Dr. Hovey reviewed a California Standards Test graph that indicated three-year comparisons between Statewide, Orange County, and Fullerton School District percentages of students scoring proficient or advanced in English and Mathematics. In both subject areas, Fullerton School District outscored the County and State all three years, with the 2010 results indicating that 66.1% of District students were proficient or advanced in English, and 73.1% in Mathematics.

Information from the Board of Trustees

Trustee Thornley- She commented there are many reasons to be thankful. For example, the District received the Project CREATE! Grant and the Fullerton Technology Foundation raised \$90,686.00 to support technology for students. She had an opportunity hear Leon Leyson speak at Parks Junior High School.

Trustee Duncan- He stated he also heard Mr. Leyson speak at Parks Junior High School. He visited Ladera Vista Junior High School for Rachel's Challenge. Trustee Duncan shared he has been a volunteer at a kindergarten classroom at Woodcrest School. He attended the Fullerton College Foundation meeting along with President Berryman.

Trustee Sugarman- She shared her thoughts about Trustee Ballard and Trustee Duncan's retirement from the Board. Trustee Sugarman thanked Trustee Ballard and Trustee Duncan for their numerous years of service and commitment to the students and community of Fullerton.

President Berryman- She stated there will be a farewell reception in honor of Trustee Ballard and Trustee Duncan on November 16, 2010. She attended, on behalf of the Board, the Lights On After School Program at Independence Park. The event was a wonderful collaboration between the Fullerton School District, the City of Fullerton, Boys and Girls Clubs and the YMCA. President Berryman stated Mimi Walters had a representative at the Lights On After School Program event. President Berryman had an opportunity to visit Ladera Vista Junior High School and see Gateways training conducted by teachers. She attended Rachel's Challenge at Ladera Vista Junior High School. President Berryman commented that bullying is an important topic of discussion and she is very pleased to see this issue being brought forward and discussed at school sites.

Trustee Duncan- He also added that the Fullerton Sister City Association and the Fullerton School District would be exchanging student art. The Board is invited to be honorary judges for the student art on October 18, 2010, at Fullerton City Hall.

Information from PTA, FETA, CSEA, FESMA

PTA Council- Georgene Bravo- She commented that PTA Reflections submissions are due by November 5. She stated daylight savings time begins on November 7. Ms. Bravo reminded everyone on the importance of voting at the upcoming election. She shared the Presidents and Principals luncheon will be held on November 30 at the Crowne Plaza.

FETA- Karla Turner- She commented the first quarter for students is almost complete. Staff have been busy doing evaluations and assessments. She shared that she, along with a District team, will be attending a presentation on "Redesigning the Evaluation Process" at Cal Poly Pomona.

CSEA- Al Lacuesta- no report.

FESMA- Sherry Hoyt- She shared the ACSA Women's Leadership Event will be held on November 16 at the Bower's Museum. Mrs. Hoyt shared Paula Pitluk (Principal at Sunset Lane School), Robert Johnson (Principal at Golden Hill School), and Amanda Segovia Hale (Principal at Orangethorpe School) will be attending the ACSA Conference in San Diego on November 5. She commented FESMA is working on identifying names for the Budget Advisory Committee for this school year.

Approve Minutes

Moved by Hilda Sugarman, seconded by Minard Duncan and carried 4-1 (Trustee Ballard abstained due to her absence at the October 12, 2010, Board meeting) to approve the minutes of the Regular meeting on October 12, 2010.

Consent Items

Moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to approve the consent items. Trustee Sugarman commented on consent item #1b. President Berryman commented on consent item #1i and thanked Nancy Spencer, Personnel Commissioner, for her numerous years of service to the Personnel Commission.

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 E22B0016 through E22B0017, E22C0029 through E22C0039, E22D0178 through E22D0198, E22M0072 through E22M0077, E22R0220 through E22R0241, E22S0010 through E22S0011, E22X0218 through E22X0245 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130236 through 130292 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 75610 through 75747 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 7867 through 7884 for the 2010/2011 school year.

- 1g. Approve submission of the 2011/2012 Continued Funding Application for Child Care and Developmental Programs.
- 1h. Approve/Ratify Classified Personnel Report.
- 1i. Appoint Nancy Spencer as Classified Employees' Personnel Commissioner effective December 1, 2010.
- 1j. Approve/Ratify Memorandum of Understanding (MOU) with the Centralia School District for students attending Centralia's Regional Program for the Deaf/Hard of Hearing for the 2010/2011 school year.
- 1k. Approve Agreement with Camp High Trails for Outdoor Science School for October 27, 2010 through June 30, 2011.
- 1l. Approve Agreement with the Ocean Institute for Outdoor Science School for October 27, 2010 through June 30, 2011.
- 1m. Approve Agreement between Fullerton School District and the Pali Institute for Outdoor Science School for October 27, 2010 through June 30, 2011.
- 1n. Approve Agreement with YMCA of Metropolitan Los Angeles - Camp Whittle for Outdoor Science School for October 27, 2010 through June 30, 2011.
- 1o. Approve/Ratify Student Placement Agreement with University of Southern California commencing September 24, 2010 through September 23, 2011.
- 1p. Approve/Ratify Independent Contractor Agreements between Fullerton School District and Chelsea Kreitler Davis, Brian Kohl, Rosina Didyk, Linda King Pruitt, Cynthia Ryanan, and Melanie Vogel, artist/educators effective September 7, 2010 through June 30, 2011.
- 1q. Approve/Ratify Agreement between Fullerton School District and California State University, Fullerton, effective August 1, 2010 through June 30, 2011.
- 1r. Approve Lauralyn Eschner to attend out-of-state conference as part of Project CREATE! in Washington, D.C., November 8-10, 2010.

Discussion/Action Items

2a. Approve New and Revised Board Policies

New:

Instruction

BP 6161.2, Damaged or Lost Instructional Materials

Revised:

Instruction

BP 6020, Parent Involvement

BP 6154, Homework/Makeup Work

Moved by Hilda Sugarman, seconded by Ellen Ballard and carried 5-0 to approve BP 6020 Parent Involvement.

Moved by Lynn Thornley, seconded by Ellen Ballard and carried 5-0 to approve BP 6154 Homework/Makeup Work with amendment to add: Students who miss *assignments and tests* because of unexcused absences shall be given the opportunity to make up missed work *and tests*. Teachers shall assign such makeup *assignments and tests* as necessary to ensure academic progress, not as a punitive measure.

Moved by Lynn Thornley, seconded by Minard Duncan and carried 5-0 to approve BP 6161.2 Damaged or Lost Instructional Materials with amendment to add: When the minor and parent are unable to pay for the damages, the school district shall provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades or transcripts of the pupil shall be released. (Education Code 48904 (b)(2)).

2b. Approve Board Bylaw 9250 Remuneration, Reimbursement and Other Benefits

Moved by Lynn Thornley, seconded by Hilda Sugarman, and carried 5-0 to approve Board Bylaw 9250 Remuneration, Reimbursement and Other Benefits.

2c. Approve New and Revised Board Policies

New:

Personnel

BP 4111.2, BP 4211.2, BP 4311.2 Legal Status Requirement

BP 4158, BP 4258, BP 4358 Employee Security

Revised:

Personnel

BP 4119.21, BP 4219.21, BP 4319.21 Professional Standards

Community Relations

BP 1312.1 Complaints Concerning District Employees

Moved by Hilda Sugarman, seconded by Minard Duncan, and carried 5-0 to approve BP 1312.1 Complaints Concerning District Employees.

Moved by Lynn Thornley, seconded by Minard Duncan, and carried 5-0 to approve BP 4111.2, BP 4211.2, BP 4311.2 Legal Status Requirement.

Moved by Lynn Thornley, seconded by Hilda Sugarman, and carried 5-0 to approve BP 4119.21, BP 4219.21, BP 4319.21 Professional Standards with deletion of statement "The Board encourages District employees to accept as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong."

Administrative Reports

3a. First Reading of New and Revised Board Policies

New:

Community Relations

BP 1240 Volunteer Assistance

Revised:

Personnel

BP 4119.4, BP 4219.4, BP 4319.4 Sexual Harassment

BP 4360 Travel: Reimbursement

Students

BP 5141.4 Child Abuse

Mark Douglas, Assistant Superintendent of Personnel Services, reviewed the New and Revised Board Policies. Luz Howchin, Fullerton parent, expressed her concern regarding BP 1240 Volunteer Assistance and the District mandating volunteers to obtain fingerprints. She stated PTA does not want to discourage volunteers from offering their services to schools. Mr. Douglas clarified BP 1240 will be revised to further include clarifying language aligned with Education Code 49024.

3b. "Sunshine" Fullerton School District's Proposal to Re-Open Contingency Language with Fullerton Elementary Teachers Association.

Mark Douglas reviewed the District's Proposal to Re-Open Contingency Language with Fullerton Elementary Teachers Association.

3c. "Sunshine" Fullerton Elementary Teachers Association's Proposal to Re-Open Contingency Language with

Fullerton School District.

Mark Douglas reviewed Fullerton Elementary Teachers Association's Proposal to Re-Open Contingency Language with the District.

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

There were no requests.

Adjournment

President Berryman adjourned the Regular meeting on October 26, 2010 at 7:20 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), and resignation(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON NOVEMBER 16, 2010**

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Bayley Aronson	Substitute Teacher	Employ	100	10/22/10
Pamela Bixby	Substitute Teacher	Employ	100	10/13/10
April Bowman	Substitute Teacher	Employ	100	10/22/10
Sarah DePaola	Substitute Teacher	Employ	100	10/22/10
Veronica Faxon	Substitute Teacher	Employ	100	10/15/10
Christina Garcia	Substitute Teacher	Employ	100	10/22/10
Amita Garg-Bapna	Substitute Teacher	Employ	100	10/25/10
Victoria Gebala	Substitute Teacher	Employ	100	10/22/10
Jane Graves	Substitute Teacher	Employ	100	10/14/10
Christine Gulapan	Substitute Teacher	Employ	100	10/22/10
Rebekah Harvey	Substitute Teacher	Employ	100	10/14/10
Kathleen Kellerman	Substitute Teacher	Employ	100	10/19/10
Regina Kim	Substitute Teacher	Employ	100	10/22/10
Elizabeth Parra	Substitute Teacher	Employ	100	10/08/10
Tawny Sutherland	Substitute Teacher	Employ	100	10/20/10
Michelle Swanson	Substitute Teacher	Employ	100	10/28/10
Sandy Toth	Substitute Teacher	Employ	100	10/22/10
Michael Tuttle	Substitute Teacher	Employ	100	10/19/10
Natasha Ulibarri	Substitute Teacher	Employ	100	10/26/10
Karin Williams	Substitute Teacher	Employ	100	10/22/10
Tamara Wouters	Substitute Teacher	Employ	100	10/22/10
Jennifer Zener	Substitute Teacher	Employ	100	10/20/10
Charles Weaver	Adapted P.E. (50%)/ Woodcrest	III/1	141	11/08/10

RESIGNATION(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Lisa Florendo	Speech/Maple	Resign	10/11/10

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on November 16, 2010.

Clerk/Secretary

CONSENT ITEM

DATE: November 16, 2010

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

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

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

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

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

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

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

GC:ds
Attachment

FULLERTON SCHOOL DISTRICT
Gifts – November 16, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Acacia School PTA (Community Partner)	Monetary donation of \$10,000.00 for field trips
Beechwood	Tustin Toyota (Community Partner)	Monetary donation of \$50.00 for the school
Commonwealth	Exxon Mobil Corporation (Community Partner)	Monetary donation of \$750.00 for for the school
District	Fullerton Excellence in Education Foundation (Community Partner)	Monetary donation of \$90,686.00 to support technology throughout the District
District	The Allergan Foundation (Community Partner)	Monetary donation of \$3,500.00 for the Hands-On Science program
Fern Drive	Fern Drive Elementary PTA (Community Partner)	Monetary donation of \$5,000.00 for the math and music program
Fern Drive	Cartridges for Kids (Community Partner)	Monetary donation of \$29.75 for the cartridge/cell phone recycle program
Golden Hill	Target Take Charge of Education (Community Partner)	Monetary donation of \$608.34 for the school
Golden Hill	Golden Hill PTA (Community Partner)	Monetary donation of \$8,000.00 for student enrichment
Hermosa Drive	Tustin Toyota c/o Kevin & Donna Church (Community Partner)	Monetary donation of \$50.00 for the laptop program
Orangethorpe	Orangethorpe PTA (Community Partner)	Monetary donation of \$2,417.80 for field trip transportation costs
Parks Jr. High	Mr. & Mrs. Les Holts (Parents)	Monetary donation of \$50.00 for the school band
Parks Jr. High	Mr. & Mrs. Huffman (Parents)	Monetary donation of \$50.00 for the school band
Parks Jr. High	Eun Hee Park (Parent)	Monetary donation of \$50.00 for the school band
Richman	California Council on Physical Fitness (Community Partner)	Monetary donation of \$2,500.00 for the school

FULLERTON SCHOOL DISTRICT
Gifts – November 16, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Richman	Diane Gantt in Memory of Allan Gantt (Community Partner)	Monetary donation of \$100.00 for the school
Rolling Hills	Shayne L. Johnson (Parent)	Monetary donation of \$800.00 for fine arts classes
Rolling Hills	Geri M. Harvey (Parent)	Monetary donation of \$100.00 for field trips
Sunset Lane	Sunset Lane PTA (Community Partner)	Monetary donation of \$630.75 for laptop replacement batteries
Valencia Park	Wells Fargo Foundation (Community Partner)	Monetary donation of \$1,000.00 for the school
Woodcrest	Wells Fargo Community Support Campaign (Community Partner)	Monetary donation of \$156.00 for a special education class

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director of Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED E22B0018 THROUGH E22B0022, E22C0040 THROUGH E22C0049, E22D0199 THROUGH E22D0242, E22M0078 THROUGH E22M0087, E22R0242 THROUGH E22R0316, E22S0012 THROUGH E22S0016, E22T0009 THROUGH E22T0015, E22V0045 THROUGH E22V0050, E22X0246 THROUGH E22X0288, E22Y0025 THROUGH E22Y0027, AND E22Z0105 FOR THE 2010/2011 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered E22B0018 through E22B0022, E22C0040 through E22C0049, E22D0199 through E22D0242, E22M0078 through E22M0087, E22R0242 through E22R0316, E22S0012 through E22S0016, E22T0009 through E22T0015, E22V0045 through E22V0050, E22X0246 through E22X0288, E22Y0025 through E22Y0027, and E22Z0105 for the 2010/2011 fiscal year.

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22B0018	HOUGHTON MIFFLIN COMPANY	22,659.18	22,659.18	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0019	MCGRAW HILL	5,857.90	5,857.90	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0020	HOLT MCDUGAL	647.06	647.06	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0021	MCGRAW HILL	12,191.90	12,191.90	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0022	HOUGHTON MIFFLIN COMPANY	18,289.09	18,289.09	0138055103 4100	Instructional Material K 8 / Textbooks
E22C0040	SAN JOSE STATE UNIVERSITY	250.00	250.00	0160690371 5210	Food Services / Conferences and Meetings
E22C0041	OCEAN VIEW SCHOOL DISTRICT	100.00	100.00	0110217109 5210	Instruction Ladera Vista DC / Conferences and Meetings
E22C0042	BUREAU OF EDUCATION AND RESEAR	678.00	678.00	0110130109 5210	CSR Option II Program Fidler / Conferences and Meetings
E22C0043	SUMMIT PROFESSIONAL EDUCATION	179.00	179.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0044	RENAISSANCE LEARNING INC	458.00	458.00	0121733101 5210	Title II Tchr Qlty Eastside K6 / Conferences and Meetings
E22C0046	SCHOOL SERVICES OF CALIFORNIA	470.00	470.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0047	TOTAL SCHOOL SOLUTIONS	1,325.00	1,325.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0048	BUREAU OF EDUCATION AND RESEAR	339.00	339.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
E22C0049	CA ASSN OF DIRECTORS OF ACTIVI	275.00	275.00	0110323109 5210	Reimburse Parks Disc / Conferences and Meetings
E22D0199	GOV CONNECTION	217.50	217.50	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
E22D0200	APPLE COMPUTER INC.	630.75	630.75	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
E22D0201	OFFICE DEPOT BUSINESS SERVICE	1,624.90	324.99	1208510271 4350	Childcare Admin Acacia / Materials and Supplies Office
			324.99	1208513271 4350	Childcare Admin Fern Drive / Materials and Supplies
			324.99	1208515271 4350	Childcare Admin Golden Hill / Materials and Supplies
			162.50	1208518271 4350	Childcare Admin Laguna Road / Materials and Supplies
			162.50	1208526271 4350	Childcare Admin Rolling Hills / Materials and Supplies
			324.93	1208530271 4350	Childcare Admin Fidler / Materials and Supplies Office
E22D0203	APPLE COMPUTER INC.	3,735.56	3,735.56	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22D0204	SUPPLY MASTER	1,432.41	1,432.41	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
E22D0205	CAROLINA BIOLOGICAL SUPPLY COM	875.88	875.88	0109555101 4310	Beckman Science Instructional / Materials and Supplies

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E22D0206	PC AND MACEXCHANGE	355.91	355.91	0144217109 4310	Technology Donations Ladera V / Materials and Supplies
E22D0207	AMAZON.COM	279.46	279.46	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
E22D0208	LAKESHORE LEARNING	727.46	727.46	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
E22D0209	PROVANTAGE	53.94	53.94	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
E22D0210	CAROLINA BIOLOGICAL SUPPLY COM	140.21	140.21	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22D0211	APPLE COMPUTER INC.	31.54	31.54	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
E22D0212	APPLE COMPUTER INC.	225.11	225.11	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22D0213	SCHOOL SPECIALTY	126.30	126.30	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
E22D0214	SCHOOL SPECIALTY	239.24	239.24	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22D0215	CURRICULUM ASSOCIATES	355.06	355.06	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22D0216	SCHOOL SPECIALTY	153.40	153.40	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22D0217	MUSIC THEATRE INTERNATIONAL	1,041.26	1,041.26	0110217119 4310	LV Productions / Materials and Supplies Instr
E22D0218	OFFICE DEPOT BUSINESS SERVICE	169.87	169.87	0130418103 4310	SLIP Instruction Laguna Road / Materials and Supplies
E22D0219	LEARNING A TO Z	479.70	479.70	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
E22D0220	SUPPLY MASTER	1,845.60	1,845.60	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0221	CM SCHOOL SUPPLY COMPANY	807.08	807.08	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
E22D0222	S&S WORLDWIDE INC	163.48	32.60	1208515101 4310	Childcare Instr Golden Hill / Materials and Supplies Instr
			130.88	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
E22D0223	OFFICE DEPOT BUSINESS SERVICE	237.40	80.44	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
			156.96	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0224	BLUE RAVEN TECHNOLOGY INC	978.75	978.75	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0225	JONES SCHOOL SUPPLY	614.25	614.25	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
E22D0226	BLUE RAVEN TECHNOLOGY INC	171.83	85.92	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
			85.91	0110223179 4310	Video Art Production Parks / Materials and Supplies Instr
E22D0227	NASCO WEST INC	257.19	257.19	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr

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E22D0228	CDW.G	814.69	814.69	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
E22D0229	CDW.G	608.78	608.78	0109930101 4310	SSOAR Fisler Discretionary / Materials and Supplies Instr
E22D0230	BAD WOLF PRESS	83.13	83.13	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22D0231	DISCOUNT SCHOOL SUPPLY	121.90	121.90	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
E22D0232	HOLT MCDOUGAL	2,478.08	2,478.08	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
E22D0233	APPLE COMPUTER INC.	418.04	418.04	0130418103 4310	SLIP Instruction Laguna Road / Materials and Supplies
E22D0234	SOUTHWEST SCHOOL SUPPLY	190.89	190.89	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies
E22D0235	CURRICULUM ASSOCIATES	377.63	377.63	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
E22D0236	SACRAMENTO CNTY OFFICE OF EDUC	103.53	103.53	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
E22D0237	SACRAMENTO CNTY OFFICE OF EDUC	140.00	140.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
E22D0238	MATHEMATICAL ASSN OF AMERICA	93.00	93.00	0111623101 4310	Parks Made in the Shade Instr / Materials and Supplies Instr
E22D0239	SILICON MOUNTAIN MEMORY INC	100.85	100.85	0110223119 4310	Science Parks Jr High / Materials and Supplies Instr
E22D0240	CDW.G	675.71	675.71	0109729109 4310	Suppl Grant Support Woodcrest / Materials and Supplies
E22D0241	KONICA MINOLTA BUSINESS SOLUTI	300.00	300.00	1231852101 5630	Pre K Family Literacy Instr / Rents and Leases
E22D0242	BUCKLE DOWN PUBLISHING	667.38	667.38	0122417101 4310	Title III Limited Engl Ladera / Materials and Supplies Instr
E22M0078	MIRACLE RECREATION EQUIPMENT C	385.67	385.67	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22M0079	MIRACLE RECREATION EQUIPMENT C	297.90	297.90	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22M0080	MIRACLE RECREATION EQUIPMENT C	1,058.10	1,058.10	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22M0081	KENT'S CONSTRUCTION	150.00	150.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0082	BEST VACUUM AND JANITORIAL SUP	194.43	194.43	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0083	EC CONSTRUCTION COMPANY	22,600.00	22,600.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
E22M0084	CDW.G	80.42	80.42	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
E22M0085	FASCELLA FINISHES	1,123.50	1,123.50	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
E22M0086	ATOMIC CLOCKS ONLINE	1,077.17	1,077.17	1453350859 4363	Deferred Maint Facilities / Materials and Supplies Repairs

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E22M0087	SCOTT OVERHEAD DOORS AND DOCK	1,414.00	1,414.00	0153453819 5640	Vandalism / Repairs by Vendors
E22R0242	LOGICAL CHOICE TECHNOLOGIES	2,788.40	2,788.40	0140055249 4310	Multi Media Technology DC / Materials and Supplies Instr
E22R0243	COSGROVE, MARILEE	440.00	440.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
E22R0244	ST JULIANA FALCONIERI SCHOOL	568.74	568.74	0122136101 4310	ARRA Title III Instr St Juliana / Materials and Supplies Instr
E22R0245	VETROVEC, STACY	66.77	66.77	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
E22R0246	ELECTROMEDICAL	1,875.00	1,875.00	0151354341 5640	Health Services / Repairs by Vendors
E22R0247	M G DISPOSAL SYSTEMS	210.00	210.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
E22R0248	COSGROVE, MARILEE	456.21	426.22 29.99	1208511101 4310 1208526101 4310	Childcare Instr Beechwood / Materials and Supplies Instr Childcare Instr Rolling Hills / Materials and Supplies Instr
E22R0249	WESTERN PSYCHOLOGICAL SERVICES	248.20	248.20	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0250	HIGHER GROUND	4,562.61	4,562.61	8144150791 4350	Laptop 1:1 Waiver Prog Central / Materials and Supplies
E22R0251	SOURCEGRAPHICS	948.00	948.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
E22R0252	AMAZON.COM	831.48	831.48	0109555101 4310	Beckman Science Instructional / Materials and Supplies
E22R0253	JIMENEZ, LINDA	57.84	57.84	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22R0254	COSGROVE, MARILEE	108.75	108.75	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
E22R0255	WHITE, KELLIE	40.42	40.42	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0256	WILLIAMSON, DEBRA	33.85	33.85	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0257	SUPPLY MASTER	1,283.17	1,283.17	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
E22R0258	AEROMARK	55.48	55.48	0114254321 4350	DIS Psychological Non Severe / Materials and Supplies
E22R0259	KOCE CLASSROOM	14,393.15	14,393.15	0140055249 5805	Multi Media Technology DC / Consultants
E22R0260	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22R0261	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22R0262	DEPARTMENT OF SOCIAL SERVICES	220.00	220.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22R0263	ELECTROMEDICAL	150.00	150.00	0139452341 4350	OC School Nurse Exp Health / Materials and Supplies

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E22R0264	NATIONAL ASSOCIATION OF ELEMEN	215.00	215.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
E22R0265	PESI HEALTHCARE	104.81	104.81	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0266	AEROMARK	44.86	44.86	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
E22R0267	WHITE RHINO GRAPHICS	440.44	440.44	0132952101 4310	AftR Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
E22R0268	LONG BEACH MARINE INSTITUTE	770.00	770.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22R0269	TANAKA FARMS LLC	1,058.25	264.57	0132952101 4310	AftR Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
			264.56	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			264.56	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			264.56	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22R0270	SCHOLASTIC TESTING SERVICE INC	589.09	589.09	0125852221 4350	Proj CREATE Staff Development / Materials and Supplies
E22R0271	ESCHNER, LAURALYN	216.36	216.36	0125852221 4350	Proj CREATE Staff Development / Materials and Supplies
E22R0272	PEARSON ASSESSMENT INC	2,721.77	2,721.77	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0273	ACADEMIC THERAPY PUBLISHERS	308.75	308.75	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0274	TALARIS INC	178.00	178.00	0153050799 5640	Business Administration DC / Repairs by Vendors
E22R0275	LINGUI SYSTEMS INC	39.04	39.04	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
E22R0276	MULTI HEALTH SYSTEMS	677.17	677.17	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0277	KAPLAN SCHOOL SUPPLY	247.38	247.38	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0278	CDW.G	76.09	76.09	0160690371 4350	Food Services / Materials and Supplies Office
E22R0279	RANCHO SANTIAGO COMMUNITY	525.00	525.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22R0280	PEARSON ASSESSMENT INC	3,226.93	741.00	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
			2,485.93	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0281	RIVERSIDE PUBLISHING COMPANY	1,833.50	1,833.50	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0282	SUPPLY MASTER	140.10	140.10	0140155239 4350	Curriculum Development Discret / Materials and Supplies
E22R0283	TIME TIMER LLC	195.94	195.94	0124154392 6410	ARRA IDEA Basic Pupil Enhance / New Equip Less Than
E22R0284	CHILDREN'S SOFTWARE ONLINE	70.60	70.60	0111354101 4310	Home and Hospital Moder Severe / Materials and Supplies

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E22R0285	HOUGHTON MIFFLIN COMPANY	163.28	163.28	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
E22R0286	OFFICE DEPOT BUSINESS SERVICE	1,259.12	1,217.85	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
			41.27	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0287	SUPPLY MASTER	1,588.30	972.24	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
			616.06	0142054201 4350	Special Ed Administration / Materials and Supplies Office
E22R0288	GOV CONNECTION	97.34	97.34	0124154392 6410	ARRA IDEA Basic Pupil Enhance / New Equip Less Than
E22R0289	GOV CONNECTION	2,016.41	302.46	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			302.46	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			1,411.49	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22R0290	STAPLES 025724519	140.29	140.29	0124954392 6410	ARRA IDEA PreschB619 Pupil Svc / New Equip Less
E22R0291	LEARNING MATERIALS WROKSHOP	239.23	239.23	0124954101 4310	ARRA IDEA Presch B619 Instr / Materials and Supplies
E22R0292	SCHOOL NURSE SUPPLY INC	563.32	412.16	0142054201 4350	Special Ed Administration / Materials and Supplies Office
			151.16	0142054201 6410	Special Ed Administration / New Equip Less Than \$10,000
E22R0293	NATIONAL SCHOOL PUBLIC RELATIO	250.00	250.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
E22R0294	CA WORKERS' COMPENSATION INSTI	143.19	143.19	6852458741 4350	Workers Comp Admin / Materials and Supplies Office
E22R0295	EDGEWOOD PRESS INC	557.89	557.89	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
E22R0296	BRAINPOP LLC	1,425.00	1,425.00	0110330109 4310	Reimburse Fisler Discretionary / Materials and Supplies
E22R0297	WESTERN PSYCHOLOGICAL SERVICES	3,184.88	494.00	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
			2,690.88	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0298	OFFICE DEPOT BUSINESS SERVICE	44.58	44.58	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
E22R0299	PRO ED	798.00	798.00	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
E22R0300	PEARSON ASSESSMENT INC	363.86	363.86	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
E22R0301	JOHNSON, JANICE E	1,248.00	1,248.00	1231852101 5805	Pre K Family Literacy Instr / Consultants
E22R0302	ANDERSON, MARTHA	1,233.00	1,233.00	1231852101 5805	Pre K Family Literacy Instr / Consultants
E22R0303	ALPHA SCIENTIFIC MEDICAL INC	63.73	63.73	0111354101 4310	Home and Hospital Moder Severe / Materials and Supplies

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E22R0304	GOV CONNECTION	9,895.38	988.54	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
			8,906.84	0144157109 4310	Dist Laptop Prog Instr / Materials and Supplies Instr
E22R0305	SCHOOL HEALTH CORPORATION	1,143.81	1,143.81	0151354341 4350	Health Services / Materials and Supplies Office
E22R0306	CALIFORNIA WEEKLY EXPLORER INC	1,210.00	1,210.00	0111630101 4310	Fisler Donation Discretionary / Materials and Supplies Instr
E22R0307	COLONIAL CHESTERFIELD AT RILEY	1,940.00	1,940.00	0111630101 4310	Fisler Donation Discretionary / Materials and Supplies Instr
E22R0308	EASTSIDE CHRISTIAN ELEMENTARY	494.00	473.00	0122133101 4310	ARRA Ttl II Instr Eastside Chr / Materials and Supplies
			21.00	0130955253 4310	Ed Tech Info Systems Services / Materials and Supplies
E22R0309	E L ACHIEVE	676.88	676.88	0130252101 4310	Econ Impact Aid Instruct Distr / Materials and Supplies Instr
E22R0310	SCANTRON	2,416.94	2,416.94	0150855109 4310	Distr Testing (Non Mandate) DC / Materials and Supplies
E22R0311	ATKINSON ANDELSON LOYA RUDD RO	291.33	291.33	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
E22R0312	EXPLORELEARNING	17,955.00	9,955.00	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
			8,000.00	0144255109 4310	Tech Services Donation Instr / Materials and Supplies Instr
E22R0313	WESTMINSTER SCHOOL DISTRICT	26,499.60	19,874.70	0109555101 4310	Beckman Science Instructional / Materials and Supplies
			6,624.90	0140155239 4310	Curriculum Development Discret / Materials and Supplies
E22R0314	ORANGE CNTY DEPARTMENT OF EDUC	1,030.00	1,030.00	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
E22R0315	STOLO, CHRISTINE	201.93	201.93	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
E22R0316	HOLLENBECK, STACY	100.69	100.69	0111621101 4310	Donations Instr Orangethorpe / Materials and Supplies Instr
E22S0012	COSTCO WHOLESALE	901.76	889.49	0100000000 9320	Unrestricted / Stores
			12.27	0153150109 4310	Warehouse Instr Write Off / Materials and Supplies Instr
E22S0013	BATTERY EXPRESS	413.79	413.79	0100000000 9320	Unrestricted / Stores
E22S0014	OFFICE DEPOT BUSINESS SERVICE	428.48	428.48	0100000000 9320	Unrestricted / Stores
E22S0015	UNISOURCE	4,425.05	4,425.05	0100000000 9320	Unrestricted / Stores
E22S0016	M AND M PAPER COMPANY	23,294.25	23,294.25	0100000000 9320	Unrestricted / Stores
E22T0009	IPC USA INC	21,005.45	1,680.44	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			9,242.40	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			10,082.61	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 11/16/2010

FROM 10/05/2010 TO 10/25/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22T0010	ANAHEIM FULLERTON TOWING	175.00	175.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
E22T0011	CUSTOM DESIGN UNIFORM CO	926.39	444.67	0156556369 4362	Home to Sch Transportation DC / Supplies Uniforms
			481.72	0156656369 4362	Transportation Special Ed DC / Supplies Uniforms
E22T0012	PARKHOUSE TIRE INC	1,614.60	717.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			897.60	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
E22T0013	BUMPER CHOICE PLATING, THE	370.00	370.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
E22T0014	SOUTHERN COUNTIES OIL CO	2,039.00	1,019.50	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,019.50	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
E22T0015	UNITRAX	399.68	230.18	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			169.50	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
E22V0045	APPLE COMPUTER INC.	1,384.54	1,384.54	1231852101 6410	Pre K Family Literacy Instr / New Equip Less Than
E22V0046	GOV CONNECTION	1,387.50	289.17	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
			1,098.33	0110323109 6410	Reimburse Parks Disc / New Equip Less Than \$10,000
E22V0047	APPLE COMPUTER INC.	6,307.99	6,307.99	0124354101 6410	ARRA IDEA Preschool B611 Instr / New Equip Less Than
E22V0048	TROXELL COMMUNICATIONS	1,859.59	1,859.59	0109930101 6410	SSOAR Fisler Discretionary / New Equip Less Than
E22V0049	TROXELL COMMUNICATIONS	510.04	510.04	0134523101 6410	English Lang Acq Prg Parks / New Equip Less Than
E22V0050	APPLE COMPUTER INC.	6,001.00	6,001.00	0130222101 6410	Econ Impact Aid Pacific Drive / New Equip Less Than
E22X0246	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
E22X0247	STATER BROS	500.00	500.00	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
E22X0248	COSTCO WHOLESALE	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22X0249	AUTISM COMPREHENSIVE EDUCATION	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0250	HEISE MA CCC-SLP, MELINDA J	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0251	AUTISM SPECTRUM CONSULTANTS IN	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0252	AUTISM SPECTRUM THERAPIES	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0253	BEACON DAY SCHOOL	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/16/2010

FROM 10/05/2010 TO 10/25/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22X0254	BLIND CHILDRENS LEARNING CENTE	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
E22X0255	COYNE AND ASSOCIATES EDUCATION	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0256	ORALINGUA SCHOOL	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
E22X0257	COAST SPEECH PATHOLOGY	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0258	ROSSIER PARK ELEMENTARY SCHOOL	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
E22X0259	SEEK EDUCATION INC	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0260	ROSSIER PARK SCHOOL	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
E22X0261	SPEECH LANGUAGE DEVELOPMENT CE	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
E22X0262	SPEECH PATHOLOGY ASSOCIATES	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0263	UNITED CEREBRAL PALSY	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0264	TEC SANTA ANA	25,000.00	25,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
E22X0265	BARNES AND NOBLE INC	300.00	300.00	0110324109 4310	Reimburse Raymond Disc / Materials and Supplies Instr
E22X0266	SOURCEGRAPHICS	2,000.00	2,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
E22X0267	SMART AND FINAL STORES CORPORA	250.00	250.00	0111617101 4310	Donations Instr Ladera Vista / Materials and Supplies Instr
E22X0268	COSTCO WHOLESALE	750.00	750.00	0111617101 4310	Donations Instr Ladera Vista / Materials and Supplies Instr
E22X0269	COSTCO WHOLESALE	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22X0270	COSTCO WHOLESALE	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22X0271	COSTCO WHOLESALE	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22X0272	COSTCO WHOLESALE	300.00	300.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
E22X0273	COSTCO WHOLESALE	300.00	300.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22X0274	COSTCO WHOLESALE	300.00	300.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22X0275	COSTCO WHOLESALE	300.00	300.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
E22X0276	STATER BROS	1,500.00	1,500.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
E22X0277	COSTCO WHOLESALE	3,000.00	3,000.00	0132952101 4347	Afr Schl Ed Sfty Grt Cohort 6 / Preschool Food

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/16/2010

FROM 10/05/2010 TO 10/25/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22X0279	FAUBION, REBECCA	45,900.00	45,900.00	0125852221 5805	Proj CREATE Staff Development / Consultants
E22X0280	PARADIGM HEALTHCARE SERVICES	100,000.00	75,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
			25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0281	PACIFIC CHILD AND FAMILY	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0282	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
E22X0283	GALLAGHER PEDIATRIC THERAPY	200,000.00	175,000.00	0115554101 5100	Non Public Schools / Subagreements for Services
			25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0284	ALLIED INTERPRETING SERVICES I	25,000.00	25,000.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
E22X0285	LAKESHORE LEARNING	1,500.00	1,500.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
E22X0286	LAKESHORE LEARNING	1,500.00	1,500.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
E22X0287	LAKESHORE LEARNING	1,150.00	1,150.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
E22X0288	LAKESHORE LEARNING	1,500.00	1,500.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
E22Y0025	ORANGE UNIFIED SCHOOL DISTRICT	10,000.00	10,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
E22Y0026	TRANSPORTATION CHARTER	18,000.00	18,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
E22Y0027	SILVER STATE COACH INC	12,000.00	12,000.00	0156556369 5851	Home to Sch Transportation DC / Field Trip Outside
E22Z0105	MERCURY DISPOSAL SYSTEMS INC	300.00	300.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
	Fund 01 Total:	1,122,902.03			
	Fund 12 Total:	14,822.71			
	Fund 14 Total:	24,800.67			
	Fund 68 Total:	143.19			
	Fund 81 Total:	4,562.61			
	Total Amount of Purchase Orders:	1,167,231.21			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **11/16/2010**

FROM 10/05/2010 TO 10/25/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0181	CONCEPTS SCHOOL AND OFFICE FUR	1,416.91	+141.69	2567050851 4310	Facilities / Materials and Supplies Instr
E22D0184	MUSIC IN MOTION	336.91	+39.20	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
E22M0077	GAMETIME	6,609.67	-815.74	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22X0081	SOUTHWEST SCHOOL SUPPLY	2,100.00	+1,000.00	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies Instr
E22X0084	SOUTHWEST SCHOOL SUPPLY	2,700.00	+500.00	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies Instr
E22X0085	SOUTHWEST SCHOOL SUPPLY	11,000.00	+5,000.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies Instr
E22X0175	SOUTHWEST SCHOOL SUPPLY	2,300.00	+1,800.00	0151454391 4350	Special Services / Materials and Supplies Office
E22Y0006	TAIT ENVIRONMENTAL SYSTEMS	6,400.00	+1,200.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+1,200.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
	Fund 01 Total:		9,923.46		
	Fund 25 Total:		141.69		
	Total Amount of Change Orders:		10,065.15		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/16/2010

FROM 10/05/2010 TO 10/25/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22C0045	CA ASSN OF IB WORLD SCHOOLS	500.00	500.00	0109211109 5210	Sch Theme Resrch Instr Beechwd / Conferences and
E22D0202	AMAZON.COM	561.81	561.81	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
E22M0029	LOWES HIW INC	386.07	386.07	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22X0278	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0132952101 4347	Afr Schl Ed Sfty Grt Cohort 6 / Preschool Food
Fund 01 Total:		2,947.88	2,947.88		
Total Amount of Purchase Orders:		2,947.88	2,947.88		

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/16/2010

FROM 10/05/2010 TO 10/25/2010

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

11/16/2010

FROM 10/05/2010 TO 10/25/2010

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/16/2010

FROM 10/05/2010 TO 10/25/2010

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 11/16/2010

FROM 10/05/2010 TO 10/25/2010

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES 11/16/2010

FROM 10/05/2010 TO 10/25/2010

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/16/2010

FROM 10/05/2010 TO 10/25/2010

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

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 130293 THROUGH 130355 FOR THE 2010/2011 SCHOOL
YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated October 5, 2010 through October 25, 2010, contains purchase orders numbered 130293 through 130355 and out-of-date sequence purchase orders numbered DJ-130003, GS-130004, and GS-130005 totaling \$72,748.15. Purchase orders numbered 130306 and 130343 were voided. There were no processed food and commodity purchase orders generated during the reporting period.

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 130293 through 130355 for the 2010/2011 school year.

GC:LR:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
10-05-10 through 10-25-10

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
9/1/2010	DJ Co-ops	DJ-130003	Commodity	2,199.15
9/16/2010	Gold Star Foods	GS-130004	Commodity	200.40
10/1/2010	Gold Star Foods	GS-130005	Commodity	1,628.25
Processed Food & Commodity P.O.'s				
NONE				
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				4,027.80
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				68,720.35
TOTAL PURCHASE ORDERS				\$ 72,748.15

Purchase Orders - Detail

Fullerton School District

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
A & R Distributors		130300	10/6/2010	10/13/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	case	8201	Chips, Potato Plain Lays 120		\$14.9800	\$29.96	
2	case	8202	Chips , Fritos Corn 120's		\$14.9800	\$29.96	
Sales Tax:						\$0.00	
P.O. Total:						\$59.92	
A & R Distributors		130312	10/11/2010	10/27/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
21	case	7003	Cracker, Jungle J&J 200/1oz/cs		\$18.4400	\$387.24	
23	cs	7018	Cracker,Grahm Giant Choc Gldfsh #15263 300/2/.9oz		\$36.4200	\$837.66	
Sales Tax:						\$0.00	
P.O. Total:						\$1,224.90	
A & R Distributors		130313	10/11/2010	11/3/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
33	case	7003	Cracker, Jungle J&J 200/1oz/cs		\$18.4400	\$608.52	
20	case	7021	Cracker Graham Hi-Fbr Honey MJM 150/3pk		\$22.7500	\$455.00	
39	case	8264	Chips, Tortilla, La Vencedora, 150/1.25 oz		\$13.1200	\$511.68	
Sales Tax:						\$0.00	
P.O. Total:						\$1,575.20	
Vendor Total:						\$2,860.02	
Sarah Castillo		130298	10/5/2010	10/5/2010		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Reibursement - for Strawberries & Grapes		\$5.8300	\$5.83	
Sales Tax:						\$0.00	
P.O. Total:						\$5.83	
Vendor Total:						\$5.83	
HARRIS School Solutions		130349	10/19/2010	10/19/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
12	ea	1	21 Key Keypad, Serial		\$100.0000	\$1,200.00	
1	ea	1	Estimated Delivery Charge		\$30.0000	\$30.00	
Sales Tax:						\$105.00	
P.O. Total:						\$1,335.00	
Vendor Total:						\$1,335.00	
State Board of Equalization		130348	10/19/2010	10/19/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	2nd Quarter Sales Tax 7/1/10-9/30/10		\$108.3800	\$108.38	
Sales Tax:						\$0.00	
P.O. Total:						\$108.38	
Vendor Total:						\$108.38	

Purchase Orders - Detail

Fullerton School District

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swift Produce	130303	10/7/2010	10/11/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999130	Banana, #54709 Petite green tip	\$19.4000	\$38.80		
6	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$131.88		
3	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs	\$16.4500	\$49.35		
1	case	999042	Orange, #58009, 113 count	\$22.9500	\$22.95		
10	case	999084	Pears, #58939, 135 count	\$28.9500	\$289.50		
1	each	999070	Pineapple, each #59107	\$4.7500	\$4.75		
1	each	999120	Lettuce, green leaf #19407	\$1.7900	\$1.79		
2	each	999006	Cucumber, Each #15507	\$1.2900	\$2.58		
15	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7400	\$11.10		
15	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$11.85		
20	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$71.80		
20	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$23.80		
35	lb	999240	Jicama sticks, #38158	\$1.9900	\$69.65		
5	lb	999265	Stir Fry Mix 10#, #49908	\$1.8900	\$9.45		
						Sales Tax:	\$0.00
						P.O. Total:	\$739.25
Swift Produce	130304	10/7/2010	10/12/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	999130	Banana, #54709 Petite green tip	\$19.4000	\$194.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$194.00
Swift Produce	130305	10/7/2010	10/13/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
9	case	999084	Pears, #58939, 135 count	\$28.9500	\$260.55		
1	each	999006	Cucumber, Each #15507	\$1.2900	\$1.29		
2	each	999059	Pepper, red bell #23507	\$1.4500	\$2.90		
10	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7400	\$7.40		
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90		
10	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$35.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$11.90		
10	lb	999210	Celery stix #33808 2	\$1.7900	\$17.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$345.74
Swift Produce	130307	10/7/2010	10/15/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	lb	999205	Carrot stix 2 #32808	\$1.2900	\$12.90		
5	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7400	\$3.70		
15	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$11.85		
10	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$35.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$11.90		
10	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$219.80		
						Sales Tax:	\$0.00
						P.O. Total:	\$296.05
Swift Produce	130338	10/15/2010	10/18/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999030	Apple, red 163/case #50309(Washington)	\$29.9500	\$59.90		
4	case	999042	Orange, #58009, 113 count	\$22.9500	\$91.80		
1	case	1	Spinach Baby 4# Case	\$14.9500	\$14.95		
6	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$131.88		
1	each	999120	Lettuce, green leaf #19407	\$1.7900	\$1.79		
2	each	999006	Cucumber, Each #15507	\$1.2900	\$2.58		

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Swift Produce		130338	10/15/2010	10/18/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	each	999059	Pepper, red bell #23507	\$1.4500	\$2.90		
15	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7400	\$11.10		
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90		
20	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$71.80		
20	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$23.80		
15	lb	999210	Celery stix #33808 2	\$1.7900	\$26.85		
35	lb	999240	Jicama sticks, #38158	\$1.9900	\$69.65		
5	lb	999265	Stir Fry Mix 10#, #49908	\$1.8900	\$9.45		
3	case	999130	Banana, #54709 Petite green tip	\$19.4000	\$58.20		
2	case	999268	Veggie/Bag (Broc&Carrot) #97609 50/Cs	\$16.4500	\$32.90		
				Sales Tax:	\$0.00		
				P.O. Total:	\$617.45		

Swift Produce		130339	10/15/2010	10/19/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	case	999042	Orange, #58009, 113 count	\$22.9500	\$114.75		
1	each	999070	Pineapple, each #59107	\$4.7500	\$4.75		
5	each	1	Potato Each	\$0.4500	\$2.25		
10	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$35.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$11.90		
				Sales Tax:	\$0.00		
				P.O. Total:	\$169.55		

Swift Produce		130340	10/15/2010	10/20/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	case	999113	Apples, green #52239 100/case	\$31.9500	\$31.95		
1	case	999053	Apples, red #50709 100/case	\$31.9500	\$31.95		
3	case	999042	Orange, #58009, 113 count	\$22.9500	\$68.85		
2	each	999061	Tomato, each #27007	\$0.7575	\$1.52		
2	each	999006	Cucumber, Each #15507	\$1.2900	\$2.58		
10	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$7.90		
10	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$35.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$11.90		
				Sales Tax:	\$0.00		
				P.O. Total:	\$192.55		

Swift Produce		130341	10/15/2010	10/21/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
65	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7400	\$48.10		
10	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$35.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$11.90		
5	lb	999240	Jicama sticks, #38158	\$1.9900	\$9.95		
				Sales Tax:	\$0.00		
				P.O. Total:	\$105.85		

Swift Produce		130342	10/15/2010	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999084	Pears, #58939, 135 count	\$28.9500	\$57.90		
4	case	999261	Carrot sticks, #32959 200/1.6oz/case	\$21.9800	\$87.92		
20	lb	999213	Lettuce, shredd 3/8 #39458 lb	\$0.7400	\$14.80		
5	lb	999216	Salad, 4-way #39928 lb	\$0.7900	\$3.95		
10	lb	999203	Broccoli florets #31608 lb	\$3.5900	\$35.90		
10	lb	999208	Carrot coin, bulk #33258	\$1.1900	\$11.90		
				Sales Tax:	\$0.00		
				P.O. Total:	\$212.37		

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Swift Produce		130351	10/22/2010	10/25/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999030	Apple, red 163/case #50309(Washington)	\$29.9500	\$59.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce		130352	10/22/2010	10/26/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999030	Apple, red 163/case #50309(Washington)	\$29.9500	\$59.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce		130353	10/22/2010	10/27/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999030	Apple, red 163/case #50309(Washington)	\$29.9500	\$59.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce		130354	10/22/2010	10/28/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999030	Apple, red 163/case #50309(Washington)	\$29.9500	\$59.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce		130355	10/22/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	999030	Apple, red 163/case #50309(Washington)	\$29.9500	\$59.90		
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
						Vendor Total:	\$3,172.31
Gold Star Foods		130294	10/5/2010	10/15/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
80	case	54015	Cheese,String Cmdy LOL#987958 160/1oz.MOZZ	\$37.4429	\$2,995.43		
15	case	55059	Chicken, Popcorn #02940 Tyson 124/15pc/case	\$44.6000	\$669.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$3,664.43
Gold Star Foods		130295	10/5/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
80	case	7553	Cookie,Choc Chip, Red. Fat IW, Buena Vista 90/2oz	\$33.7400	\$2,699.20		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,699.20
Gold Star Foods		130308	10/8/2010	10/11/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	cs	1	Tyson Dark Meat Fajita Chicken 30#	\$53.0000	\$795.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$795.00
Gold Star Foods		130311	10/11/2010	10/15/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8	case	58002	Sausage Link #FE-3755 120Ser/cs 2 per serv.	\$24.0600	\$192.48		

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Gold Star Foods		130311	10/11/2010	10/15/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
							Sales Tax: \$0.00
							P.O. Total: \$192.48
Gold Star Foods		130320	10/11/2010	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
70	case	30008	Hot Dog, Turkey, Foster Farms#6882 5 80/cs		\$8.9700	\$627.90	
49	case	55019	Chicken Nugget, Natural Tyson#15489		\$41.6500	\$2,040.85	
							Sales Tax: \$0.00
							P.O. Total: \$2,668.75
Gold Star Foods		130321	10/11/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
28	cs	4316	Sauce, Enchilada Red, La Victoria #201476 6/#1		\$37.5100	\$1,050.28	
26	case	11049	Raisins, Caltropic #202545 144/1.5oz.		\$25.0300	\$650.78	
21	case	56601	Pizza,Doulbe Stffd WhlGrn Gillardi Max#77387-12683		\$26.8442	\$563.73	
36	case	56602	Pizza,DbleStffd WhlGrn Trky Pepprn ConAgra12630 96		\$33.3467	\$1,200.48	
74	case	57017	CheeseburgTwins Pierre #1151 80/5.5oz/case		\$51.6500	\$3,822.10	
							Sales Tax: \$0.00
							P.O. Total: \$7,287.37
Gold Star Foods		130322	10/11/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
55	cs	1	FRESH COMMODITY APPLE SLICES 100/2oz #130092		\$2.5000	\$137.50	
							Sales Tax: \$0.00
							P.O. Total: \$137.50
Gold Star Foods		130323	10/11/2010	11/5/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
26	case	11049	Raisins, Caltropic #202545 144/1.5oz.		\$25.0300	\$650.78	
39	case	57002	Hamburger Pat Pierre#03779 Bf&On 135/case		\$22.9500	\$895.05	
							Sales Tax: \$0.00
							P.O. Total: \$1,545.83
Gold Star Foods		130324	10/11/2010	11/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
26	case	11049	Raisins, Caltropic #202545 144/1.5oz.		\$25.0300	\$650.78	
16	case	20025	Potato Pearls, Basic American #76468 6/3.5#		\$41.1398	\$658.24	
172	case	38003	Fish Trout Treasures#08893 40/ser ClrSprings		\$16.5500	\$2,846.60	
75	case	56018	Turkey & Gravy #2847 Jennie-O 4/7#/case		\$42.6200	\$3,196.50	
							Sales Tax: \$0.00
							P.O. Total: \$7,352.12
Gold Star Foods		130325	10/11/2010	11/19/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	30015	Corn Dog #228 (DonLee)#CN12446WS 40/case		\$15.0600	\$75.30	
3	case	30065	Corn Dog, Mini Foster Frms #96124 239/.67oz/case		\$18.8600	\$56.58	
							Sales Tax: \$0.00
							P.O. Total: \$131.88
Gold Star Foods		130333	10/13/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
28	cs	1	FRESH COMMODITY APPLE SLICES #130092 100/2oz		\$2.5000	\$70.00	
							Sales Tax: \$0.00
							P.O. Total: \$70.00

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Gold Star Foods		130334	10/14/2010	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
4	case	57002	Hamburger Pat Pierre#03779 Bf&On 135/case		\$22.9500	\$91.80	
						Sales Tax:	\$0.00
						P.O. Total:	\$91.80
Gold Star Foods		130335	10/14/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
6	case	54010	Cheese Sauce Cheddar #39930 6/Pouches		\$35.7900	\$214.74	
						Sales Tax:	\$0.00
						P.O. Total:	\$214.74
Gold Star Foods		130336	10/14/2010	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
50	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case		\$30.3700	\$1,518.50	
4	case	58002	Sausage Link #FE-3755 120Ser/cs 2 per serv.		\$24.0600	\$96.24	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,614.74
Gold Star Foods		130346	10/19/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	30052	Pigs-in-Blanket Wrp Dbl B #5093 60/2oz/case		\$25.1800	\$125.90	
						Sales Tax:	\$0.00
						P.O. Total:	\$125.90
						Vendor Total:	\$28,784.22
P & R Paper Supply Company, Inc.		130297	10/5/2010	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	BOX	88302	Paper Prchmnt-pn liners PPC-25Q1 16X24 1M/cs		\$23.9500	\$239.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$239.50
P & R Paper Supply Company, Inc.		130344	10/19/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3	case	84306	Cup, #DRT-16CT 16oz Clear Soft 20/50/case		\$75.9800	\$227.94	
2	case	80029	Gloves Plastic disp FDH-FHCT16 (L) 10/100/case		\$16.2000	\$32.40	
						Sales Tax:	\$2.84
						P.O. Total:	\$263.18
						Vendor Total:	\$502.68
Form Plastics		130293	10/5/2010	10/20/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
112	case	86213	Tray 3 1/2x3 1/2,1350/case Part#5010-128500		\$33.2600	\$3,725.12	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,725.12
Form Plastics		130350	10/21/2010	10/21/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	each	1	Switch for the Denester in the kitchen		\$100.0000	\$100.00	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Form Plastics	130350	10/21/2010	10/21/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$100.00
					Vendor Total:	\$3,925.12
ASR Food Distributors, Inc.	130314	10/11/2010	10/22/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
3	cs	30048	Weiner Dbl Mini-dog Chckn #60003 50/cs Michael B		Sales Tax:	\$0.00
					P.O. Total:	\$104.31
ASR Food Distributors, Inc.	130315	10/11/2010	10/29/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
82	cs	56032	Enchilada, RF Chdr Chs Ls Cabos#64145/CM 144/1.9oz		Sales Tax:	\$0.00
5	case	59501	Cheese mild cheddar shred, LOL #41749 4/5#		P.O. Total:	\$4,209.30
ASR Food Distributors, Inc.	130316	10/11/2010	11/5/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
4	case	59501	Cheese mild cheddar shred, LOL #41749 4/5#		Sales Tax:	\$0.00
75	cs	360029	Sandwich,Grilled Chs RF WhlGrn Integ#132000 72/cs		P.O. Total:	\$2,632.95
ASR Food Distributors, Inc.	130317	10/11/2010	11/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
37	case	7662	Cookie Turkey #9005 160/cs wrapped		Sales Tax:	\$0.00
55	case	56031	Burrito,Bn&Chse, Los Cabos#92540WholeGrn IW96/5.75		P.O. Total:	\$5,450.51
39	case	59517	Cheddar Cheese Cup RF #39927 L-O-L 140/3oz/cs			
ASR Food Distributors, Inc.	130318	10/11/2010	11/19/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
136	case	30016	Corn Dog Whole Grain Chicken Don Lee#CN340DL 36		Sales Tax:	\$0.00
					P.O. Total:	\$1,868.64
ASR Food Distributors, Inc.	130345	10/19/2010	11/5/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
52	case	30071	Burrito, Posada#1071765Egg,BaconChz, 24/CS		Sales Tax:	\$0.00
					P.O. Total:	\$864.24
					Vendor Total:	\$15,129.95
Chefs' Toys	130299	10/5/2010	10/5/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost Extended Cost
6	ea	1	Part# 1469 - Food Box Clear 18"x26"x9"			\$33.2100 \$199.26

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Chefs' Toys	130299	10/5/2010	10/5/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6	ea	1	Part# 1471 - Food Box Clear 18"x26"			\$13.2300	\$79.38
6	ea	1	Part# 1518 - Oven Thermometer, HACCP			\$4.6000	\$27.60
1	ea	1	Shipping Delivery Chefs Toys Truck			\$15.0000	\$15.00
						Sales Tax:	\$28.11
						P.O. Total:	\$349.35
Vendor Total:							\$349.35
Campus Foods	130301	10/6/2010	10/14/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
36	case	3002	Cereal, CinnaToast Red Sugar GenMills 96/case			\$21.8900	\$788.04
						Sales Tax:	\$0.00
						P.O. Total:	\$788.04
Campus Foods	130319	10/11/2010	11/3/2010	11/4/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	case	7682	Cookie,Choc Belly Bear,Whole Grn J&J #2209 200's			\$19.7500	\$395.00
						Sales Tax:	\$0.00
						P.O. Total:	\$395.00
Campus Foods	130331	10/12/2010	10/21/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
8	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.			\$32.9600	\$263.68
						Sales Tax:	\$0.00
						P.O. Total:	\$263.68
Campus Foods	130337	10/14/2010	10/28/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
12	cs	7254	Clodhoppers, Vanilla #0347 150/1.27 oz			\$30.6500	\$367.80
2	case	3205	Brkfst Bar, Oatml Raisin, Quaker 125/cs			\$23.9500	\$47.90
21	cs	8020	Chex, Cheddar Cheese #2967 60/1.2oz.			\$19.4700	\$408.87
						Sales Tax:	\$0.00
						P.O. Total:	\$824.57
Campus Foods	130347	10/19/2010	10/28/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	case	8004	Pretzel, J & J 50/5.5oz.			\$18.8500	\$377.00
36	case	3005	Cereal, Cocoa Puffs Red/Sugar GenMills 96/case			\$21.8900	\$788.04
36	case	3001	Cereal,Trix GenMills Red Sugar 96/case			\$21.8900	\$788.04
						Sales Tax:	\$0.00
						P.O. Total:	\$1,953.08
Vendor Total:							\$4,224.37
Trade Supplies	130296	10/5/2010	10/14/2010				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	case	83504	Lid HighDome #PCA-P9816 16rnd blk tray 50/case			\$22.2000	\$44.40
2	case	86206	Tray 16 rnd blk disposable #PCA-9816K 50/case			\$69.2700	\$138.54
24	each	80024	Knife, Safety Utility, XS-D each			\$3.6000	\$86.40

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Trade Supplies	130296	10/5/2010	10/14/2010			<input type="checkbox"/>

Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
						Sales Tax:	\$7.56
						P.O. Total:	\$276.90
						Vendor Total:	\$553.80

Swisher			130302	10/7/2010	10/15/2010	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
25	ea	1	Quat Sanitizer Test Strips		\$4.0000	\$100.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$100.00

Swisher			130330	10/12/2010	10/18/2010	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
20	case	70019	Sanitizer Clear Quat 2.5 gal.		\$55.9500	\$1,119.00	
25	case	70018	Pot and Pan Platinum 2.5 gal.		\$55.9500	\$1,398.75	
2	case	70024	Delimer, Swisher 4/1 gal.		\$66.6000	\$133.20	
						Sales Tax:	\$231.96
						P.O. Total:	\$2,882.91
						Vendor Total:	\$2,982.91

Canon Business Solutions, Inc.			130329	10/12/2010	10/12/2010	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Invoice# 4004291015 dtd 10/1/10		\$79.6200	\$79.62	
						Sales Tax:	\$0.00
						P.O. Total:	\$79.62
						Vendor Total:	\$79.62

Schoolhouse Software, Inc.			130309	10/11/2010	10/11/2010	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Digi Board 8 Ports PCI Express		\$549.0000	\$549.00	
1	ea	1	Estimated Delivery Charge		\$20.0000	\$20.00	
						Sales Tax:	\$48.04
						P.O. Total:	\$617.04
						Vendor Total:	\$617.04

U.S. Foodservice, Inc.			130326	10/11/2010	10/27/2010	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
27	case	3120	Pudding, Chocolate, Bulk #202160 6/#10/case		\$30.1500	\$814.05	
						Sales Tax:	\$0.00
						P.O. Total:	\$814.05

U.S. Foodservice, Inc.			130327	10/11/2010	11/3/2010	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost

Purchase Orders - Detail

Fullerton School District

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.		130327	10/11/2010	11/3/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
28	case	8001	Shell Taco 6 #245807 200/case		\$12.1900	\$341.32	
						Sales Tax:	\$0.00
						P.O. Total:	\$341.32
U.S. Foodservice, Inc.		130328	10/11/2010	11/10/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
27	case	3122	Pudding Vanilla U.S.Blue #280028 6/#10/case		\$21.0500	\$568.35	
						Sales Tax:	\$0.00
						P.O. Total:	\$568.35
U.S. Foodservice, Inc.		130332	10/12/2010	10/20/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	70104	Scrubbers Pad/Sponge #685647 20/cs		\$17.5800	\$175.80	
						Sales Tax:	\$15.38
						P.O. Total:	\$191.18
U.S. Foodservice, Inc.		130343	10/15/2010	10/20/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	case	20035	Almonds, Sliver B/DIA #2125 10/14 oz.		\$0.0000	\$0.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$0.00
						Vendor Total:	\$1,914.90
Ramco Refrigeration		130310	10/11/2010	10/11/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Service Call for Nicolas Freezer		\$449.3800	\$449.38	
1	ea	1	Proposal Dated 10/14/10 -Nicolas Freezer		\$1,725.4700	\$1,725.47	
						Sales Tax:	\$0.00
						P.O. Total:	\$2,174.85
						Vendor Total:	\$2,174.85

Show all data where the Order Date is between 10/5/2010 and 10/25/2010

Grand Total \$ 68,720.35

CONSENT ITEM

DATE: November 16, 2010

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

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

PREPARED BY: Suwen Su, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 75748 THROUGH 75910 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 75748 through 75910 for the 2010/2011 school year totaling \$1,595,181.96. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,568,227.85
12 Child Development	3,130.88
14 Deferred Maintenance	335.03
25 Capital Facilities	2,559.86
40 Special Reserve	1,000.00
68 Workers' Compensation	3,045.19
81 Property/Liability Insurance	16,883.15
Total	\$1,595,181.96

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 75748 through 75910 for the 2010/2011 school year.

GC:SS:ds

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7885 THROUGH 7932 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 7885 through 7932 for the 2010/2011 school year. The total amount presented for approval is \$180,875.33.

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 7885 through 7932 for the 2010/2011 school year.

GC:LR:dlh

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND ACADEMIC GOALS, INC., TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM NOVEMBER 17, 2010 THROUGH JUNE 3, 2011**

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

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

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Academic Goals Inc. is a State approved supplemental support provider. Academic Goals Inc. will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Orangethorpe, and Pacific Drive Schools.

Funding: Cost is not to exceed amount established by the California Department of Education at \$941.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Academic Goals, Inc., to provide supplemental support services from November 17, 2010 through June 3, 2011.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Academic Goals, Inc., 4859 W. Slauson Avenue, Suite 331, Los Angeles, CA 90056, (310) 680-9758**, hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

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

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

NOW, THEREFORE, the parties agree as follows:

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 17, 2010, and will diligently perform as required and complete performance by June 3, 2011.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Forty One Dollars (\$941.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$26.13 per hour for a maximum of 36 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2011. CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.**

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **fifteen (15)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **fifteen (15)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the

CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder**

including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

CONTRACTOR:
Academic Goals, Inc.
4859 W. Slauson Avenue, Suite 331
Los Angeles, CA 90056
310- 680-9758

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY of November 2010

Fullerton School District
(Name of District)

Academic Goals, Inc.
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Linda Hunt

Typed Name

Typed Name

Superintendent

CEO

Title

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND TUTORING USA, INC., 'DBA' CLUB Z! TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM NOVEMBER 17, 2010 THROUGH JUNE 3, 2011

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

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

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

Funding: Cost is not to exceed amount established by the California Department of Education at \$941.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA, Inc., 'dba' Club Z! to provide supplemental support services from November 17, 2010 through June 3, 2011.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

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

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

NOW, THEREFORE, the parties agree as follows:

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 17, 2010, and will diligently perform as required and complete performance by June 3, 2011.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Forty One Dollars (\$941.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$50.00 per hour for a maximum of 19 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2011. CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.**

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **fifteen (15)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **fifteen (15)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the

CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder**

including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

CONTRACTOR:
Tutoring USA, Inc., dba CLUB Z!
8357 Petunia Way
Buena Park, CA 90620
714- 521-1616

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY of November 2010

Fullerton School District
(Name of District)

Tutoring USA, Inc., dba CLUB Z!
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Glenn Walker

Typed Name

Typed Name

Superintendent

President

Title

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND PROFESSIONAL TUTORS OF AMERICA, INC., TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM NOVEMBER 17, 2010 THROUGH JUNE 3, 2011**

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

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

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

Funding: Cost is not to exceed amount established by the California Department of Education at \$941.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from November 17, 2010 through June 3, 2011.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Professional Tutors of America, Inc., 3350 E. Birch St., Suite 108, Brea, CA 92821, (800) 832-2487** hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

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

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

NOW, THEREFORE, the parties agree as follows:

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

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 17, 2010, and will diligently perform as required and complete performance by June 3, 2011.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Forty One Dollars (\$941.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$65.00 per hour for a maximum of 14.5 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2011. CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.**

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **fifteen (15)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **fifteen (15)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the

CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder**

including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

DISTRICT:

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

CONTRACTOR:

Professional Tutors of America, Inc.
3350 E. Birch Street, Suite 108
Brea, CA 92821
800-832-2487

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY of November 2010

Fullerton School District
(Name of District)

Professional Tutors of America, Inc.
(Contractor Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.

Robert Harraka

Typed Name

Typed Name

Superintendent
Title

Director
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND SYLVAN LEARNING CENTER TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM NOVEMBER 17, 2010 THROUGH JUNE 3, 2011

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

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

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Sylvan Learning Center is a State approved supplemental support provider. Sylvan Learning Center will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Orangethorpe, and Pacific Drive Schools.

Funding: Cost is not to exceed amount established by the California Department of Education at \$941.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Sylvan Learning Center to provide supplemental support services from November 17, 2010 through June 3, 2011.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e). Pursuant to application form submitted to the California Department of Education, supplemental services shall be provided by CONTRACTOR who will provide tutoring services to eligible students at the Sylvan Learning Center location at 1539 South Harbor Blvd., Fullerton, CA 92832 only if a parent/guardian is present during tutoring sessions.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 17, 2010, and will diligently perform as required and complete performance by June 3, 2011.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Forty One Dollars (\$941.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$45.00 per hour for a maximum of 20 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2011. CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.**

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **fifteen (15)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **fifteen (15)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the

CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder**

including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

CONTRACTOR:
Sylvan Learning Center
1539 Harbor Blvd.
Fullerton, CA 92832
714- 680-5344

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY of November 2010

Fullerton School District
(Name of District)

Sylvan Learning Center
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Matt Masterson

Typed Name

Typed Name

Superintendent
Title

Executive Director
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND ADVANCED READING SOLUTIONS LLC 'DBA' UROK LEARNING INSTITUTE TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM NOVEMBER 17, 2010 THROUGH JUNE 3, 2011**

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

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

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Advanced Reading Solutions LLC is a State approved supplemental support provider. Advanced Reading Solutions LLC will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Orangethorpe, and Pacific Drive Schools.

Funding: Cost is not to exceed amount established by the California Department of Education at \$941.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Advanced Reading Solutions LLC 'dba' UROK Learning Institute to provide supplemental support services from November 17, 2010 through June 3, 2011.

JM:SA:lc
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Advanced Reading Solutions LLC 'dba' UROK Learning Institute, 2677 Zoe Avenue, Suite 217, Huntington Park, CA 90255, (323) 588-8555**, hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis; **the No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e). Pursuant to application form submitted to the California Department of Education, supplemental services shall be provided by Advanced Reading Solutions LLC 'dba' UROK Learning Institute. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **November 17, 2010, and will diligently perform as required and complete performance by June 3, 2011.**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Nine Hundred Forty One Dollars (\$941.00) as established by the California Department of Education (CDE) per qualifying student.** DISTRICT shall pay CONTRACTOR according to the following terms and conditions: **CONTRACTOR will provide tutoring services at a rate of \$42.00 per hour for a maximum of 22.15 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 10, 2011. CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.**

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

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

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within **fifteen (15)** days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the **fifteen (15)** days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the

CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." **No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder**

including a ten (10) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

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

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

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

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

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

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

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this

AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

DISTRICT:

Fullerton School District

1401 W. Valencia Drive

Fullerton, CA 92833

714-447-7400

CONTRACTOR:

Advanced Reading Solutions LLC

'dba' UROK Learning Institute

2677 Zoe Avenue, Suite 217

Huntington Park, CA 90255

323- 588-8555

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 16th DAY of November 2010

Fullerton School District
(Name of District)

Advanced Reading Solutions LLC 'dba'
UROK Learning Institute
(Contractor Name)

By:

By:

Signature

Signature

Mitch Hovey, Ed.D.

Dean White

Typed Name

Typed Name

Superintendent
Title

Director of Supplemental Educational
Services
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE 2010/2011 SINGLE PLAN FOR STUDENT ACHIEVEMENT AND CATEGORICAL BUDGETS FOR ALL SCHOOL SITES**

Background: During the fall of 2010, each principal, leadership team, and staff conducted an in-depth analysis of their Standardized Testing and Reporting (STAR) data as well as the data obtained from Fullerton School District's benchmark assessments. As a result of this data analysis, each school identified areas of focus and grade level Specific and Strategic, Measurable, Attainable, Results-based, Time-bound (SMART) goals as part of their 2010/2011 Action Plan.

Required contents of the Single Plan for Student Achievement include data sources, schoolwide Adequate Yearly Progress (AYP) and Academic Performance Index (API) scores, subgroup AYP and API scores, benchmark assessment data, California English Language Development Test (CELDT) and reclassification data, data analysis process, content target area improvement plan, and an evaluation plan.

Each school site has prepared an Executive Summary delivered to members of the Board of Trustees.

All site level plans and categorical budgets have been approved by their School Site Councils. A complete copy of each site level plan and final categorical budget are available for review in the Superintendent's Office.

Rationale: The Single Plan for Student Achievement is a requirement under the No Child Left Behind Act of 2001 and must be approved annually by the Board of Trustees.

Funding: Not applicable.

Recommendation: Approve 2010/2011 Single Plan for Student Achievement and categorical budgets for all school sites.

JM:SA:lc

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Laura Rydell, Director, Student Support Services
SUBJECT: APPROVE/RATIFY NONPUBLIC AGENCY AGREEMENT BETWEEN NEWPORT LANGUAGE AND SPEECH CENTERS AND FULLERTON SCHOOL DISTRICT FOR SPEECH AND LANGUAGE SERVICES FROM NOVEMBER 8, 2010 THROUGH JUNE 30, 2011

Background: This nonpublic agency will support student educational programs through speech and language services during employee leaves of absence. There is an immediate vacancy to fill.

The rates for this nonpublic agency are as follows:

Evaluation/Assessments/IEP's:	\$150.00/hour
Treatment:	\$117.00/per session

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain services for children during leaves of absence of District employees.

Funding: Special Education budget for nonpublic agency services (0115554101-5866).

Recommendation: Approve/Ratify nonpublic agency agreement between Newport Language and Speech Centers and Fullerton School District for speech and language services from November 8, 2010 through June 30, 2011.

JM:LR:vr
Attachment

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2010-2011**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2010-2011**

THIS MASTER CONTRACT is made and entered into this **8th day of November, 2010**, between **FULLERTON SCHOOL DISTRICT**, County of Orange hereinafter referred to as the "LEA" and **NEWPORT LANGUAGE AND SPEECH CENTERS**, hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (Title 5 CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.
- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in Education Code §56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.

- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education (“FAPE”) to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under Education Code § 56505.

2. TERM

This Master Contract is effective on **November 8, 2010** and terminates at 5 p.m. on **June 30, 2011** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

3. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which do not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- COTA (Certified Occupational Therapy Assistant)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)

- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)
- SLPA (Speech Language Pathology Assistant)

6. **NO DISCRIMINATION**

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. **GOVERNING LAW**

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. **ADMINISTRATION OF MASTER CONTRACT**

8. **NOTICES**

All notices involving: 1) revocation or renewal of CONTRACTOR's certification, 2) Master Contract disputes, 3) changes of LEA pupil's residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR's or LEA's insurance coverage, 7) LEA's reasonable objections to a subcontractor's liability insurance policy, and 8) CONTRACTOR's notice of subcontract are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: [Laura S. Rydell, Director of Student Support Services, 1401 W. Valencia Drive, Fullerton, CA 92833](#). Notices to CONTRACTOR shall be addressed to: [Sharlene Goodman, Executive Director, Newport Language and Speech Centers, 22361 Madero #200, Mission Viejo, CA 92691](#). The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee's agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

9. **MASTER CONTRACT DISPUTES**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is

the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.

- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

13. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential

damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

17. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

18. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

19. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

20. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

21. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA. This includes development of appropriate goals and objectives for the pupil's IEP/IFSP, periodic progress reports, and participation in IEP/IFSP meetings.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

23. TRANSPORTATION

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

25. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

26. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

27. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

28. MEDICATIONS

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

29. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

30. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to Education Code § 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in

the federal law under the Family Educational Rights and Privacy Act of 1974 (“FERPA”) and the California Education Code § 49000 et seq. and § 56000 et seq.

31. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil’s IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil’s IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA’s IEP/IFSP team or when pupil’s enrollment is terminated.

32. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

33. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for ensuring the attendance of CONTRACTOR’S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR’S staff and LEA’s staff. CONTRACTOR’S attendance at LEA pupil IEP/IFSP meetings, including travel time, is part of CONTRACTOR’S professional responsibilities and obligations under this Master Contract. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil’s IEP team, at the pupil’s discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils’ IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil’s IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

34. RELATED SERVICES

Unless otherwise specified in the LEA pupil’s IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil’s school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason (i.e., illness), the make up session shall be provided within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make up session and invoice accordingly as a make up session. Make up sessions provided after 30 calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled related service session due to illness or absence, or is absent from school on the day of a scheduled related service session, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session.

When related services are provided by a speech language pathology assistant (SLPA) or certified occupational therapy assistant (COTA), CONTRACTOR shall bill such services at rates consistent with those provided by assistants and as set forth in Section 50 of the Master Contract. In the event related services have not been previously provided by a SLPA or COTA, unless the specific services are specified in the LEA pupil's IEP/IFSP, such services shall not be initiated until after the LEA has received reasonable written notice and an opportunity to consult with CONTRACTOR.

35. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

36. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3001(f). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data

collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

38. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify the LEA and the LEA's SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent of the pupil cannot be identified or located, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has limited the parents' education rights and the child has no court-appointed responsible adult. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

40. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 35021.1, 35021.2 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

41. CREDENTIALS AND LICENSES

a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law. If CONTRACTOR has non-certificated employees and/or volunteers who supervise, direct or coach a LEA pupil activity, CONTRACTOR shall ensure compliance with the Activity Supervisor Clearance Certificate

(ASCC) in accordance with Education Code § 49024 and as required by the California Commission on Teacher Credentialing.

- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

42. RELATED SERVICE PROVIDER ABSENCE

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. If a substitute service provider is not utilized and a pupil misses a related service session due to staff absence or any other staff-related reason, CONTRACTOR shall reschedule related service sessions consistent with Sections 34 and 46 of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. MANDATED REPORTING

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations under the Child Abuse and Neglect Reporting Act, California Penal Code § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

45. SCHOOL CALENDAR

- a. It is understood that related services provided by CONTRACTOR shall be provided consistent with the LEA's school calendar. In the event the LEA adjusts its school calendar, an amended school calendar shall be provided to CONTRACTOR. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's school calendar. CONTRACTOR's NPA services may not be provided on legal holidays, school vacation or other days school is not in session without prior written approval by the LEA.

46. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. When a pupil misses a session due to staff absence or any other staff-related reason (i.e., illness), a make-up session shall be provided by CONTRACTOR within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make-up session and invoice accordingly as a make-up session. Make-up sessions provided after thirty (30) calendar days of

the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled session due to illness or absence, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session. CONTRACTOR shall provide all required make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil’s daily attendance in a register, report or record, with the pupil’s absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

48. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (Title 5 CCR 3061); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

49. PAYMENT UNIT

A unit of service for payment purposes is one (1) hour of related services, or portion thereof. CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

50. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Speech/Occupational Therapy - School	\$72.00	per 60 Minutes
(2) Speech Language Pathology Assistant (SLPA) - School	\$62.00	per 60 Minutes
(3) Certified Occupational Therapy Assistant (COTA) - School	\$62.00	per 60 Minutes
(4) Evaluation/Assessments/IEP - NLSC	\$150.00	per 60 Minutes
(5) Treatment - NLSC	\$117.00	per Session

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

51. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

52. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F)

CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

53. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

54. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

LEA

NEWPORT LANGUAGE AND SPEECH CENTERS
Print Name of Nonpublic, Nonsectarian Agency

FULLERTON SCHOOL DISTRICT
Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

SHARLENE GOODMAN, M.A., CCC
Executive Director

Print Name and Title

MITCH HOVEY, Ed.D.
Superintendent

Print Name and Title

Date

Date

APPROVED BY THE LOCAL EDUCATION AGENCY GOVERNING BOARD ON: **November 16, 2010**

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1106 FOR THE 2010/2011 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1106 for the 2010/2011 school year totaling \$101,131.23. Warrants are issued by school districts as payment for goods and services.

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

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

Recommendation: Approve/Ratify warrant number 1106 for the 2010/2011 school year (District 48, Amerige Heights).

GC:SS:ds

CONSENT ITEM

DATE: November 16, 2010

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

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

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 10/11-B013 THROUGH 10/11-B018 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 10/11-B013 through 10/11-B018 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

GC:BS:ds
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$116,707 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8560	State Lottery Revenue	\$9,256
8699	All Other Local Revenue	115,957
8912	Between General Fund and Special Reserve Fund	-8,506
	Total:	<u>\$116,707</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$15,565
2000	Classified Salaries	-2,165
3000	Employee Benefits	21,043
4000	Books and Supplies	901,641
5000	Services & Other Operating Expenses	19,358
7000	Other Outgo	98,448
9770	Designated for Economic Uncertainties	-906,053
	Total:	<u>\$116,707</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for State Lottery, ASB and PTA reimbursements, and donations. It also includes additional 2009/10 carryover, an interfund transfer to the Building Fund (Fund 21) for Laptop receipts, and adjustments to project overall expenditures in the Unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$3,636,962 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
CATEGORICAL

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8182	Special Education – Discretionary Grants	\$14,274
8290	All Other Federal Revenue	3,565,029
8560	State Lottery Revenue	41,967
8677	Interagency Services Between LEAs	25,681
8699	All Other Local Revenue	-9,989
	Total:	<u>\$3,636,962</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$72,011
2000	Classified Salaries	-4,989
3000	Employee Benefits	-18,921
4000	Books and Supplies	5,244,179
5000	Services & Other Operating Expenses	100,881
7000	Other Outgo	92,445
9770	Designated for Economic Uncertainties	-1,704,622
	Total:	<u>\$3,636,962</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for the new Education Jobs Fund, Prop 20 State Lottery, Title III Limited English Program (LEP), the new Positive Behavioral Interventions and Supports (PBIS), Early Intervention for School Success (EISS) Program and school site donations. It also includes 2009/10 carryover, decreases to the Beckman Science and McKinley Vento Homeless Assistance Grants, the Title III Immigrant Education Program, and adjustments to project estimated expenditures in the categorical budgets.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$136,885 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$16,760
8590	All Other State Revenue	120,125
	Total:	<u>\$136,885</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$3,000
2000	Classified Salaries	4,000
3000	Employee Benefits	85
4000	Books and Supplies	-3,769
5000	Services & Other Operating Expenses	53,360
9780	Other Designations	86,209
	Total:	<u>\$136,885</u>

Explanation: This Resolution reflects an increase for 08/09 Preschool and Pre Kindergarten Family Literature Reserves, the new Facilities Renovation and Repair (FRR) and ARRA Quality Improvement Activities (QIA) Funds, as well as adjustments to project estimated expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$223,227 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

BUILDING FUND 21

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8919	Other Authorized Interfund Transfers In	\$106,773
8979	All Other Financing Sources	-330,000
	Total:	-\$223,227

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

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
6000	Capital Outlay	-\$330,000
9780	Other Designations	106,773
	Total:	-\$223,227

Explanation: This Resolution reflects an interfund transfer from the General Fund (Fund 01) to the Building Fund (Fund 21) for Laptop receipts, a decrease to revenue and expenditures for the 2010/11 GASB 34 disclosure entries for Laptop, and adjustments to project estimated expenditures in the Building Fund.

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

Date: _____

By: _____

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

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

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
4000	Books and Supplies	\$4,850
6000	Capital Outlay	-4,850
Total:		\$ 0

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

Explanation: This Resolution reflects adjustments to project estimated expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

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

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

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Expenditure Description</u>	<u>Amount</u>
4000	Books and Supplies	\$3,934
5000	Services & Other Operating Expenses	108,118
9780	Other Designations	-112,052
	Total	<u>\$ 0</u>

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

Explanation: This Resolution reflects 2009/10 carryover and adjustments to project estimated expenditures in the Property and Liability Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 16, 2010

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

SUBJECT: ESTABLISH DAILY SUBSTITUTE PAY RATE FOR PSYCHOLOGISTS AND CERTIFICATED ADMINISTRATORS

Background: Education Code 45030 grants authority to governing boards to establish a salary schedule or daily rate for substitute employees. At times there is a need to bring in administrators or psychologists in a substitute status to fill in for positions that are vacated by employees who are ill or for positions that are vacated by resignations/retirements during the school year. With the caseload and Individual Educational Plans (IEP) demands for psychologists, the lack of a properly credentialed substitute to fulfill legal requirements places the child's IEP and the District at risk for compliance issues. Similar issues arise when a substitute is needed for a certificated administrator due to a long-term absence or other unusual circumstance. Without a Board approved substitute rate for psychologists and certificated administrators, the District must negotiate salaries on a case-by-case basis.

Rationale: There is no established pay rate for psychologists and certificated administrators. The teacher substitute rate of \$100 per day would not be sufficient to attract qualified substitute psychologists and/or certificated administrators when the need arises. Substitute employees shall be compensated at a rate equal to the first step of the appropriate salary schedule range for the position in which they are placed or level of duties performed.

Funding: To be determined by the department/site in need.

Recommendation: Establish daily substitute pay rate for psychologists and certificated administrators.

MD:nm

CONSENT ITEM

DATE: November 16, 2010

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) INDEPENDENT CONTRACT AGREEMENTS BETWEEN FULLERTON SCHOOL DISTRICT AND MARTHA ANDERSON AND JANICE JOHNSON ON SEPTEMBER 30, 2010 AND OCTOBER 1, 2010**

Background: The Fullerton School District received a training and instructional materials grant entitled Early Intervention for School Success (EISS) for 2010/2011 and 2011/2012. The program is sponsored by the Orange County Department of Education and provides grants for up to \$50,000.00. Grant funds are used for research-based training for teachers on strategies to improve achievement for preschool through first grade students and professional development, which is reflected in the promotion of Professional Learning Communities. The purpose of EISS is to enable children to become successful thinkers and learners and to help them achieve academic and social success.

Rationale: A condition of the grant is for all participating teachers to attend an initial two-day training. Consultants are trained and provided by EISS.

Funding: Funding provided by EISS grant and shall not exceed \$3,000.

Recommendation: Approve/Ratify Early Intervention for School Success (EISS) independent contract agreements between Fullerton School District and Martha Anderson and Janice Johnson on September 30, 2010 and October 1, 2010.

MLD:MC:ln
Attachments

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Martha Anderson, 6072 Rosemont Drive, Huntington Beach, CA 92647, 949-830-5081**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Facilitate a mandatory Early Intervention for School Success Grant two-day teacher training.**
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on September 30, 2010 and October 1, 2010.
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One Thousand Two Hundred Dollars (\$1,200.00).**

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

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, **except as follows: travel expenses (mileage of 66 miles multiplied by DISTRICT**

rate of fifty cents per mile) for a total expense not to exceed Thirty-three Dollars (\$33.00).

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

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, **except as follows: cassette/cd player, chart paper, chart stand, pens, butcher paper, overhead screen or white board, tables or desks for teacher's, push pins, masking tape, stapler, post-it notes, highlighters, teacher's classroom schedules, Early Intervention for School Success handbooks and continuums, two large tables and bulletin board space, and a presentation table.** CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within sixty (60) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty (60) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by

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

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million

Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

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

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

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

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

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

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

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

19. 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:

Martha Anderson
6072 Rosemont Drive
Huntington Beach, CA 92647
949-830-5081

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 17th DAY of November

Fullerton School District
(Name of District)

Martha Anderson
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Martha Anderson

Typed Name

Typed Name

Superintendent
Title

Early Intervention for School Success Trainer
Title

On File

Social Security or Taxpayer Identification
Number

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Janice Johnson, 25022 Woodridge Street, Lake Forest, CA 92630, 949-830-5081**, hereinafter referred to as "CONTRACTOR".

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Facilitate a mandatory Early Intervention for School Success Grant two-day teacher training.**
2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **September 30, 2010 and October 1, 2010.**
3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **One Thousand Two Hundred Dollars (\$1,200.00).**

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

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, **except as follows: travel expenses (mileage of 96 miles multiplied by DISTRICT rate of fifty cents per mile) for a total expense not to exceed Forty-eight Dollars (\$48.00).**

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

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, **except as follows: cassette/cd player, chart paper, chart stand, pens, butcher paper, overhead screen or white board, tables or desks for teacher's, push pins, masking tape, stapler, post-it notes, highlighters, teacher's classroom schedules, Early Intervention for School Success handbooks and continuums, two large tables and bulletin board space, and a presentation table.** CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of

DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of two million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and

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

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

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

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Fullerton School District
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Fullerton, CA 92833
714-447-7400

CONTRACTOR:

Janice Johnson
25022 Woodridge Street
Lake Forest, CA 92630
949-830-5081

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THIS AGREEMENT IS ENTERED INTO THIS 17th DAY of November

Fullerton School District
(Name of District)

Janice Johnson
(Contractor Name)

By: _____

By: _____

Signature

Signature

Mitch Hovey, Ed.D.

Janice Johnson

Typed Name

Typed Name

Superintendent
Title

Early Intervention for School Success Lead Trainer
Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on November 8, 2010.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 11/08/2010
PRESENTED TO THE BOARD OF TRUSTEES: 11/16/2010

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Urvi	Patel	Speech, Lang. Path. Asst.	Add substitute classification	10/21/10	99		255	B21/1
Irma	Jimenez	Playground Sup.	Change to regular status	08/30/10	11	8.0/wk	100	B11/1
Braidie	Weber	Playground Sup.	Change to regular status	08/30/10	11	7.5/wk	100	B11/1
Diana	Muir	Playground Sup./sub	Change to substitute status	10/28/10	27		100	B11/1
Karen	Wheeler	Playground Sup.	Decrease hours from 6.5/wk	08/30/10	13	5.0/wk	100	B11/1
Alicia	Solis	Custodian I	Extend temporary additional hours	10/30/10	25	3.75	542	B17/6
Janine	Dellario	Instr. Asst./SE II B	Extra summer work 8/16-8/27/10	08/16/10	26		243	B14/4
Eleanor	Johnson	Ed. Media Asst.	Extra summer work 8/18-8/19/10	08/18/10	18	8.00	304	B19/6
Shawn	Lee-Chong	Instr. Asst./BBK	Extra summer work 8/19-8/27/10	08/19/10	57		527	B14/6
Shawn	Lee-Chong	Instr. Asst./BBK	Extra summer work 8/23-8/25/10	08/23/10	23	4.00	302	B14/6
Laura	Lopez-Gonzalez	CELDT Assess. Asst.	Extra summer work 8/24-8/27/10	08/24/10	22	5.00	507	B20/6
Maria C.	Garcia	Instr. Asst./BB	Extra summer work 8/24/10	08/24/10	19	1.00		B14/6
Blanca	Gomez	Instr. Asst./SE I	Extra summer work 8/26-8/27/10	08/26/10	20	6.00	242	B14/6
Cydney	Hebert	Instr. Asst./SE I	Extra summer work 8/26-8/27/10	08/26/10	15	6.00	241	B14/6
Esmeralda	Pulido	Instr. Asst./SE I	Extra summer work 8/26-8/27/10	08/26/10	17	6.00	241	B14/6
Michaela	Sijen-Acosta	Instr. Asst./SE I	Extra summer work 8/26-8/27/10	08/26/10	16	6.00	241	B14/6
Kathleen	Stonebraker	Instr. Asst./SE I	Extra summer work 8/26-8/27/10	08/26/10	21	6.00	242	B14/6
Patricia	Smith	Instr. Asst./SE II A	Extra summer work 8/26-8/27/10	08/26/10	20	6.00	121	B14/6
Teresa	Totten	Clerical Asst. I/sub	Hire limited term 10/4/10-4/4/11 as needed	10/04/10	59			B17/1
William	Monastesse	Custodian II	Hire probationary status	10/25/10	24	8.00	542	B24/1
Robert	Quintana	Custodian II	Hire probationary status	10/25/10	17		542	B24/1
Matthew	Deemer	Instr. Asst./Rec.	Hire probationary status	11/03/10	60	17.5/wk	85	B11/1
Sandybelle	Garcia	Instr. Asst./Rec.	Hire probationary status	10/12/10	60	17.5/wk	85	B11/1
Mariela	Mendoza	Instr. Asst./Rec.	Hire probationary status	10/25/10	60	9.75/wk	329	B11/1
Janie	Yoo	Instr. Asst./Rec.	Hire probationary status	10/04/10	22	15.0/wk	212	B11/1
Valerie	Rodriguez	Instr. Asst./SE I	Hire probationary status	11/01/10	22	3.50	249	B14/1
Catherine	Mattson	Instr. Asst./SE II B	Hire probationary status	11/01/10	12	6.00	241	B14/1
Holly	Wert	Instr. Asst./SE II B	Hire probationary status	10/18/10	17	3.00	121	B14/1
German	Caldera	AVID Tutor	Hire regular status	11/03/10	20	6.0/wk	212	\$10.00
Hector	Caballero	Custodian I/sub	Hire substitute status	10/12/10	53		542	B17/1
Serafin	Viramontes	Custodian I/sub	Hire substitute status	10/13/10	53		542	B17/1
Patricia	Kells	Food Service Asst. I/sub	Hire substitute status	10/06/10	90		606	B08/1
Veronica	Pina	Instr. Asst./Rec./sub	Hire substitute status	10/29/10	60		999	B11/1
Sheryl	Doering	Instr. Asst./SE/sub	Hire substitute status	10/26/10	99		999	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 11/08/2010
PRESENTED TO THE BOARD OF TRUSTEES: 11/16/2010

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Ellice	Powers	Instra. Asst./Rec./sub	Hire substitute status	10/25/10	60		999	B11/1
Cholie	Cabalatungan	Locksmith/sub	Hire substitute status	11/03/10	53		533	B30/1
Edward	Carbajal	Locksmith/sub	Hire substitute status	10/26/10	56		533	B30/1
Gina	Borrego	Playground Sup./sub	Hire substitute status	10/25/10	18		100	B11/1
Gloria	De Tavera	Playground Sup./sub	Hire substitute status	10/18/10	21		100	B11/1
Gale	Johnson	Playground Sup./sub	Hire substitute status	11/03/10	29		100	B11/1
Nicolas	Parks	Playground Sup./sub	Hire substitute status	10/07/10	29		100	B11/1
Oliver	Torres	Playground Sup./sub	Hire substitute status	10/28/10	21		100	B11/1
Thomas	Whalen	Transporter/Custodian	Hire substitute status	10/20/10	50		999	B20/1
Tina	Foley	Playground Sup.	Increase hours from 10.0/wk	08/30/10	13	10.4/wk	100/101	B11/1
Luz	Garcia	Instr. Asst./BB	Increase hours from 18.0/wk	09/27/10	60	19.5/wk	329	B14/3
Marcia	Jarrett-Moline	Playground Sup.	Increase hours from 4.0/wk	08/30/10	13	5.0/wk	100	B11/1
Kristine	Shepherd	Playground Sup.	Increase hours from 6.5/wk	08/30/10	13	8.0/wk	100	B11/1
Employee	ID 1356	Confidential	Paid administrative leave	09/29/10	27	8.00		
Employee	ID 3604	Confidential	Paid administrative leave	10/26/10	56	26.4/wk		
Employee	ID 951	Confidential	Paid administrative leave	11/01/10	90	8.00		
Employee	ID 627	Instr. Asst./SE I	Paid administrative leave	10/22/10	21	3.50		B14/6
Mary	Lopez	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/30/10	25	6.00		B14/6
Deborah	Mittelman	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/30/10	17	6.00		B14/6
Doris	Ruzzi	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/30/10	17	6.00		B14/6
Janine	Dellario	Instr. Asst./SE II B	Related class transfer from IA/SE I	08/30/10	26	3.80		B14/4
Sazsha	Duran	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/30/10	29	3.00		B14/2
Karin	Schubert	Instr. Asst./SE I	Related class transfer from IA/SE II A	08/30/10	29	6.00		B14/6
Linda	Fenner	Instr. Asst./SE I	Related class transfer from IA/SE II A	08/30/10	22	3.50		B14/6
Jesus	Sotello	Custodian I	Remove working out of classification	10/25/10	17	8.00	542	B17/6
Marilou	Bell	Food Service Asst. I/sub	Resignation	10/07/10	90		606	B08/1
Monica	Ruiz Escobar	Instr. Asst./BB	Resignation	11/05/10	60	19.5/wk		B14/3
Tristin	Hernandez	Instr. Asst./Rec.	Resignation	10/01/10	60	19.5/wk		B11/1
Valerie	Rodriguez	Instr. Asst./Rec.	Resignation	10/29/10	11	8.0/wk	302	B11/1
Janet	Rios	Instr. Asst./Rec.	Resignation - hire substitute status	10/22/10	12		999	B11/1
Rebecca	Vertson	Instr. Asst./SE I	Resignation - hire substitute status	10/08/10	16	6.00		B14/5
Margaret	Dann	Instr. Asst./SE II B	Resignation - hire substitute status	10/22/10	12	3.80		B14/1
Georgina	Corrales	Bus Driver	Route rebid	11/01/10	56	26.5/wk	566/565	B21/2
Thomas	Vasquez	Bus Driver	Route rebid	11/01/10	56	28.9/wk	565	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 11/08/2010
PRESENTED TO THE BOARD OF TRUSTEES: 11/16/2010

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maria	Maturino	Instr. Asst./BB/SE/sub	Separation	10/22/10	99		999	B11/1
Prisciliano	Andres	Custodian I/sub	Separation - no longer available	10/18/10	53			B17/1
Mariela	Alvarez	Instr. Asst./BB/sub	Separation - no longer available	11/03/10	60			B14/1
Kathy	Bangs	Playground Sup.	Separation - no longer available	10/15/10	22	2.25	304	B11/1
Irma	Duarte	Playground Sup./sub	Separation - no longer available	10/29/10	12		100	B11/1
Glara	Galindo	Playground Sup./sub	Separation - no longer available	10/15/10	16		100	B11/1
Alfonso	Lacuesta	Custodian II	Step raise	11/01/10	12	8.00	533	B24/6
Eduardo	Gonzalez	Food Production Coord.	Step raise	11/01/10	90	8.00	606	B36/6
Ryan	Victoria	Instr Asst./Rec.	Step raise	11/01/10	60	9.75/wk	85	B11/4
Alberti	Paz	Instr. Asst./BB	Step raise	11/01/10	17	19.5/wk	329	B14/5
Alma	Navarro	Instr. Asst./Rec.	Step raise	11/01/10	60	10.0/wk	85	B11/6
Amanda	Clements	Instr. Asst./SE I	Step raise	11/01/10	15	3.00	241	B14/4
Chantal	Rivera	Instr. Asst./SE I	Step raise	11/01/10	25	4.00	249	B14/4
Nasser	Salame	Instr. Asst./SE I	Step raise	11/01/10	20	6.00	241	B14/4
Charlotte	Prelitz	Instr. Asst./SE II B	Step raise	11/01/10	12	5.00	121	B14/5
Tania	Sauceda	Secretary	Step raise	11/01/10	55	8.00	401	B21/6
Jennifer	DeGala	Clerical Asst. I/sub	Temporary additional hours 10/25-11/19/10	10/25/10	16	3.00	420	B17/1
Melisa	Belvins	Clerical Asst. I	Temporary additional hours 8/11/10-2/11/11	08/11/10	11	3.80	304	B17/6
Mayra	Zavala	After School Site Lead	Temporary additional hours 8/16-8/18/10	08/16/10	60	16.5/wk	329	B18/6
Varsha	Bhatt	Instr. Asst./Rec.	Temporary additional hours 8/26-8/27/10	08/26/10	60		85	B11/3
Sara	Gearhart	Tech. Support Spec. I	Temporary additional hours NTE 25 hrs.	10/05/10	59			B26/4
Beci	Weed	Tech. Support Spec. II	Temporary additional hours NTE 25 hrs.	10/05/10	59			B28/6
Patricia	Behlings	Tech. Support Spec. III	Temporary additional hours NTE 25 hrs.	10/05/10	59			B30/5
Marianna	Pharris	Instr. Asst./SE II A	Temporary additional hrs. .5/day to 12/15	08/30/10	20	6.00	127	B14/6
Employee	ID 4717	Instr. Asst./Rec.	Terminate on probation	10/29/10	60	10.0/wk	85	B11/1
Vanessa	Rosas	Instr. Asst./Reg.	Transfer from ASP R.H. to Pre-K V.P.	10/05/10	28	3.50	310	B11/2
Yvonne	Uranga	Instr. Asst./SE I	Transfer from Pac. Dr. to Woodcrest	10/12/10	29	3.00	121	B14/4
Angelica	Villa	Instr. Asst./SE I	Voluntary reduction of hours from 5 hrs/day	10/04/10	10	4.00	242	B14/6
Yvonne	Uranga	Instr. Asst./SE I	Voluntary reduction of hours from 6 hrs/day	10/06/10	22	3.00	249	B14/4
Elizabeth	Vosseler	Instr. Asst./SE I	Voluntary reduction of hours from 6 hrs/day	10/25/10	20	3.00	241	B14/4
John	Marino	Custodian II	Working out of classification	10/25/10	11	8.00	542	B24/2
Jesus	Sotelo	Custodian II	Working out of classification 8/30-10/25/10	08/30/10	17	8.00	542	B24/5
William	Dugan	Skilled Trade Lead	Working out of classification as needed	09/27/10	53	8.00	547/533	B34/1

CONSENT ITEM

DATE: November 16, 2010

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

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

SUBJECT: **APPROVE LEGAL CONSULTANT FEE BETWEEN FULLERTON SCHOOL DISTRICT AND JEFFREY B. LOVE AND ASSOCIATES, LLC, FOR INVESTIGATION SERVICES TO COMMENCE NOVEMBER 17, 2010 THROUGH JUNE 30, 2011**

Background: The Fullerton School District has a need for investigative services related to personnel discipline. To ensure impartiality during the investigation and protect the District's and employee's rights, the District is requesting the legal investigation services of Mr. Jeffrey B. Love to conduct the investigation.

Rationale: A third party investigator will conduct an impartial investigation and present findings based upon that investigation to the Superintendent and the Board of Trustees.

Funding: Services to be paid out of budget #521 at a rate outlined in the attached consultant agreement and not to exceed \$5,000.00.

Recommendation: Approve legal consultant fee between Fullerton School District and Jeffrey B. Love and Associates, LLC, for investigation services to commence November 17, 2010 through June 30, 2011.

MLD:nm
Attachment

CONSULTANT AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Jeffrey B. Love and Associates, LLC, 80 W. Sierra Madre Blvd Suite 363, Sierra Madre, CA 91024 (949) 282-8181**, 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:

Legal and investigative services in a personnel discipline matter to be provided with findings of the investigation presented to the Superintendent and the Board of Trustees.

2. Term. CONSULTANT shall provide services under this AGREEMENT on **November 17, 2010 through June 30, 2011.**

3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT **at a rate of \$130 per hour during the preliminary hearing investigation. The rate will increase to \$250 per hour if a post-hearing investigation is required.** The total fee is not to exceed **Five Thousand Dollars (\$5,000.00)**. CONSULTANT shall submit a billing statement to the DISTRICT. DISTRICT shall pay CONSULTANT within thirty (30) days of DISTRICT'S approval of the invoice.

4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or

expenses paid or incurred by CONSULTANT in performing services for DISTRICT, **except as follows: travel expenses (69 miles roundtrip from Sierra Madre to Fullerton multiplied by the District rate of fifty cents per mile) and transcript/duplication fees.**

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

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

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

8. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the

copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONSULTANT:

Jeffrey B. Love and Associates, LLC
80 W. Sierra Madre Blvd., #363
Sierra Madre, CA 91024
949-282-8181

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THE 16 Day of November, 2010.

Fullerton School District
(Name of District)

Jeffrey B. Love and Associates, LLC
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Jeffrey B. Love
Typed Name

Superintendent
Title

Attorney at Law
Title

On file
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Amanda Segovia Hale, Principal, Orangethorpe School
SUBJECT: APPROVE DR. AMANDA SEGOVIA HALE, KAYA LIEN, MARCEL ROWATT, DEBRA KOJIMA, AND AMY ELWOOD TO ATTEND OUT-OF-STATE CONFERENCE IN PHOENIX, AZ, FEBRUARY 23-25, 2011

Background: This request is for Orangethorpe School's leadership team to attend the Professional Learning Communities (PLC) at Work Summit: New Insights for Improving Schools through Response to Intervention (RtI). Orangethorpe teachers have not received formal PLC training. This professional development will provide research-based instructional strategies to support effective instruction, development of SMART goals, and high performing collaboration among grade level teams.

Rationale: The PLC at Work Summit offers training from the nationally recognized team of top experts. There is no comparable training offered in California of this caliber and intensity this year. The expected outcomes for Orangethorpe's leadership team representatives at the PLC at Work Summit is that they will learn how to build a foundation of trust, foster a positive learning environment, and increase communication among staff. The attendees will work collaboratively to train the Orangethorpe staff in the PLC fundamentals and strategies.

Funding: The total cost is not to exceed \$6,095.00 and is to be paid from Title I funds.

Recommendation: Approve Dr. Amanda Segovia Hale, Kaya Lien, Marcel Rowatt, Debra Kojima, and Amy Elwood to attend out-of-state conference in Phoenix, AZ, February 23-25, 2011.

JM:ASH:nm

CONSENT ITEM

DATE: November 16, 2010

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION #10/11-17 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE AND DELIVERY OF REFUNDING CERTIFICATES OF PARTICIPATION AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH**

Background: The Board of Trustees is asked to adopt Resolution #10/11-17 which will allow staff to enter into agreements with certain professionals to provide services related to the execution and delivery of the Certificates of Participation.

Rationale: This resolution will authorize the refinancing of the District's outstanding Certificates of Participation (1999 Capital Facilities Project) through the execution and delivery of additional Refunding Certificates of Participation. This transaction will allow the District to take advantage of lower interest rates and maximize financial resources for the benefit of its students. As the District's financial team, Piper Jaffray & Co. and Stradling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California.

Funding: Costs for these services will be taken out of proceeds from refinancing the Certificates of Participation.

Recommendation: Adopt Resolution #10/11-17 of the Board of Trustees of the Fullerton School District authorizing the execution and delivery of documents relating to the sale and delivery of Refunding Certificates of Participation and authorizing and directing certain actions in connection therewith.

GC:RG:gs
Attachment

RESOLUTION NO. 10/11-17

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATING TO THE SALE AND DELIVERY OF REFUNDING CERTIFICATES OF PARTICIPATION, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Fullerton School District (the "District") is a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "State"); and

WHEREAS, the Board of Trustees of the District (the "Board") believes it would be in the best interests of the District to refinance all or a portion of those certain Certificates of Participation (1999 Capital Facilities Project) that the District caused to be executed and delivered in April 1999 (the "Prior Certificates") and

WHEREAS, this Board wishes to authorize the sale of additional certificates of participation (the "Certificates") under the Trust Agreement described below in order to refinance the Prior Certificates; and

WHEREAS, pursuant to Section 17150.1(a) of the California Education Code (the "Education Code"), the District has previously provided to the Orange County Superintendent of Schools and to the Orange County Auditor-Controller notice of this Board's intention to authorize the sale of the Certificates; and

WHEREAS, this Board desires to appoint certain professionals to provide services related to the execution and delivery of the Certificates; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State to exist, to have happened and to have been performed precedent to and in connection with the consummation of the financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, it is resolved by the Board of Trustees of the Fullerton School District as follows:

SECTION 1. Findings. The Board hereby specifically finds and declares that the actions authorized hereby constitute and are true and correct with respect to the public affairs of the District, and that the statements, findings and determinations of the District set forth in the preambles of the documents approved herein are true and correct, and the Board hereby declares its intention of entering into the Lease/Purchase Agreement described in Section 3 hereof.

SECTION 2. Authorization of Certificates. The Board hereby expresses its intention to refinance the Prior Certificates, so long as it is financially advantageous to do so, through the preparation, sale and delivery of the Certificates in an amount not to exceed \$8,500,000, to be known as the 2011 Refunding Certificates of Participation, or such other name as is set forth in the final form of the Preliminary Official Statement (defined herein).

SECTION 3. Legal Documents. The form of the Lease/Purchase Agreement between the District and the Fullerton School District Capital Facilities Corporation (the "Corporation"), dated as of January 1, 2011, and the form of the Memorandum of Lease/Purchase Agreement between the District and the Corporation of even date therewith (collectively, the "Lease"), on file with the Secretary to the Board (the "Secretary") is hereby approved. The form of the Trust Agreement, dated as of January 1, 2011 (the "Trust Agreement"), among the District, the Corporation and U.S. Bank National Association, as trustee thereunder (the "Trustee"), on file with the Secretary, is hereby approved. The form of Certificate Purchase Agreement (the "Certificate Purchase Agreement") between the District and Piper Jaffray & Co. (the "Underwriter") on file with the Secretary, is hereby approved. The form of the Escrow Agreement (the "Escrow Agreement"), between the District and U.S. Bank National Association, as escrow agent thereunder, and on file with the Secretary, are hereby approved. The form of the Site Lease, dated as of January 1, 2011 (the "Site Lease"), between the Corporation and the District, and on file with the Secretary, is hereby approved. The form of the Termination Agreement, dated as of January 1, 2011 (the "Termination Agreement"), among the District, the Corporation, and U.S. Bank National Association, and on file with the Secretary, are hereby approved. The President of the Board (the "President"), the Superintendent of the District (the "Superintendent"), the Assistant Superintendent, Business Services (the "Assistant Superintendent"), and such other officer of the District as the Superintendent may designate (collectively, the "Authorized Representatives") are, each alone, hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver each of the above mentioned documents in substantially said form, with such changes therein as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof. The approval of the Certificate Purchase Agreement is subject to the limitation that the interest rate with respect to the Certificates shall not exceed the maximum allowable by law, that the underwriting discount (excluding original issue discount and expenses) does not exceed 1.5% of the aggregate principal amount of the Certificates, and the aggregate principal amount of the Certificates does not exceed \$8,500,000.

SECTION 4. Preliminary Official Statement. The Preliminary Official Statement (the "Preliminary Official Statement"), relating to the Certificates, substantially in the form on file with the Secretary is hereby approved and the Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to Underwriter to be used in connection with the offering and sale of the Certificates. The Authorized Representatives, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement (the "Official Statement"), substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as Authorized Representatives executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Certificates and is directed to deliver copies of any final Official Statement to the purchasers of the Certificates.

SECTION 5. Continuing Disclosure Certificate. A Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”), relating to the Certificates is hereby authorized to be prepared. The Authorized Representatives are hereby authorized and directed, each alone, for and in the name and on behalf of the District, to execute, acknowledge and deliver to the Trustee, the Continuing Disclosure Certificate, in such form as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 6. Certificate Insurance and Surety Policy. The Authorized Representatives, each alone, are hereby authorized to select a municipal bond insurer to insure payments of interest with respect to and principal of the Certificates so long as such Authorized Representative determines that obtaining the municipal bond insurance policy provided thereby will result in a lower interest rate or yield to maturity with respect to the Certificates.

SECTION 7. Appointment of Special Counsel, Disclosure Counsel and Underwriter. The Board hereby approves the appointment of Stradling Yocca Carlson & Rauth, a Professional Corporation, as special counsel and disclosure counsel to the District with respect to the sale of the Certificates, and Piper Jaffray & Co., as underwriter with respect to the Certificates in connection with the issuance of the Certificates. The Authorized Representatives are authorized to execute contracts with respect to such services so long as any payment thereunder is contingent upon the successful sale of the Certificates.

SECTION 8. Attestations. The Clerk of the Board or persons as may have been designated by the Superintendent are hereby authorized and directed to attest the signature of the Authorized Representatives or of such other person or persons as may have been designated by the Superintendent, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Site Lease, the Lease, the Trust Agreement, the Continuing Disclosure Certificate, the Certificate Purchase Agreement, the Escrow Agreement, the Termination Agreement, and the Official Statement.

SECTION 9. Other Actions. The Authorized Representatives and officials and officers of the District are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable (including the payment of a premium for a debt service surety bond or other form of credit enhancement) in order to consummate the sale, execution and delivery of the Certificates and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, the Certificates, the Lease, the Trust Agreement, the Continuing Disclosure Certificate, the Certificate Purchase Agreement, the Preliminary Official Statement, the Escrow Agreement, the Termination Agreement, and the Official Statement. Such officers or designees are further authorized and directed to provide to the State Superintendent any and all information required by Section 17150.1(a) of the Education Code. Such actions as described in this Section 9 heretofore taken by such officers or designees are hereby ratified, confirmed and approved.

SECTION 10. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 11. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 16th day of November, 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Fullerton School District

Attest:

Secretary to the Board of Trustees

SECRETARY'S CERTIFICATE

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

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on November 16, 2010, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

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

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

Dated: _____, 2010

Secretary

CONSENT ITEM

DATE: November 16, 2010

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

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

PREPARED BY: Rachel Grantham, Financial Analyst

SUBJECT: **ADOPT RESOLUTION #10/11-18 OF THE BOARD OF DIRECTORS OF THE FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION APPROVING A LEASE/PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS WITH THE FULLERTON SCHOOL DISTRICT**

Background: The District has determined that it may be in the best interest of the District to provide for the refunding of the District's obligations under all or a portion of the remaining outstanding Prior Certificates by authorizing the preparation, sale, and delivery of its 2011 Refunding Certificates of Participation in an aggregate principal amount not to exceed \$8,500,000.

Rationale: This resolution will authorize the refinancing of the District's outstanding Certificates of Participation (1999 Capital Facilities Project) through the execution and delivery of additional Refunding Certificates of Participation. This transaction will allow the District to take advantage of lower interest rates and maximize financial resources for the benefit of its students. As the District's financial team, Piper Jaffray & Co. and Stradling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California.

Funding: Costs for these services will be taken out of proceeds from refinancing the outstanding Certificates of Participation.

Recommendation: Adopt Resolution #10/11-18 of the Board of Directors of the Fullerton School District Capital Facilities Corporation approving a lease/purchase agreement and certain other documents with the Fullerton School District.

GC:RG:gs
Attachment

RESOLUTION NO 10/11-18

FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FULLERTON SCHOOL DISTRICT CAPITAL FACILITIES CORPORATION APPROVING A LEASE/PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS WITH THE FULLERTON SCHOOL DISTRICT

WHEREAS, the Fullerton School District Capital Facilities Corporation is a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation") with the authority to assist in the financing of the acquisition, construction, installation and equipping of certain capital improvements on behalf of the Fullerton School District (the "District"); and

WHEREAS, the Corporation entered into a Trust Agreement, dated as of April 1, 1999 (the "1999 Trust Agreement") by and among the District, the Corporation and U.S. Bank National Association, as trustee thereunder (the "1999 Trustee") for the execution and delivery of certain Certificates of Participation (the "Prior Certificates") in the original aggregate principal amount of \$25,500,000 which evidence the lease payments to be made under that certain Lease Agreement, dated as of April 1, 1999 (the "1999 Lease"), by and between the District and the Corporation;

WHEREAS, the District has determined that it may be in the best interest of the District at this time to provide for the refunding of the District's obligations under all or a portion of the remaining outstanding Prior Certificates by authorizing the preparation, sale and delivery of its 2011 Refunding Certificates of Participation in an aggregate principal amount not to exceed \$8,500,000 (the "Certificates"); and

WHEREAS, the District and the Corporation desire to enter into a Site Lease by and between the District and the Corporation (the "Site Lease") and a Lease/Purchase Agreement by and between the District and the Corporation, as evidenced by a Memorandum of Lease/Purchase Agreement entered into by and between the District and the Corporation (collectively, the "Lease"), the forms of which have been presented to this Board of Directors at the meeting at which this Resolution is being considered and pursuant to which the District will agree to lease the Property (as defined in the Lease) from the Corporation and to pay certain Lease Payments (as defined in the Lease), which have been pledged to the owners of the Certificates of Participation (defined below) by the Corporation pursuant to a Trust Agreement by and among the trustee named therein (the "Trustee"), the District and the Corporation (the "Trust Agreement"), the form of which has been presented to this Board of Directors at the meeting at which this Resolution is being considered; and

WHEREAS, the Corporation and the District have determined that it would be in the best interests of the Corporation, the District and students and residents of the District to authorize the preparation, sale and delivery of certificates of participation in an aggregate principal amount not to exceed \$8,500,000 (the "Certificates"), which Certificates evidence fractional interests in certain Lease Payments to be made pursuant to the Lease and to execute a Certificate Purchase Agreement by and among the Corporation, the District and Piper Jaffray & Co. (the "Certificate Purchase Agreement"), the form of which has been presented to this Board of Directors at the meeting at which this Resolution is adopted; and

WHEREAS, the Corporation desires to assign its right to receive such Lease Payments from the District to the Trustee pursuant to an Assignment Agreement by and between the Corporation and the Trustee (the "Assignment Agreement"), the form of which has been presented to this Board of Directors at the meeting at which this Resolution was adopted;

NOW, THEREFORE, the Board of Directors of the Corporation does hereby resolve as follows:

SECTION 1. Certificates. This Board of Directors hereby authorizes the preparation, sale and delivery of the Certificates in an aggregate principal amount not to exceed \$8,500,000 in accordance with the terms and provisions of the Trust Agreement. The purposes for which the proceeds of the sale of the Certificates shall be expended are to refinance all or a portion of the Prior Certificates, to purchase a reserve fund surety bond or to fund a reserve fund, and to pay the costs of the sale and delivery of the Certificates.

SECTION 2. Certificate Documents. The forms of the Certificate Purchase Agreement, the Site Lease, the Lease, the Trust Agreement, the Assignment Agreement, and the Termination Agreement by and among the District, the Corporation, and the Trustee (collectively, the "Agreements") presented at this meeting are approved. The President, Vice President, Secretary or Chief Financial Officer of the Corporation, or the President's designee, each alone, are authorized and directed to execute and deliver the Agreements on behalf of the Corporation. The Agreements shall be executed in substantially the forms hereby approved, with such additions thereto and changes therein as are recommended or approved by counsel to the Corporation and approved by the officer or officers of the Corporation executing the documents, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the officers listed above; provided, however, that the Certificate Purchase Agreement shall be executed only if the average coupon rate payable with respect to the Certificates does not exceed the maximum rate allowable by law, the underwriting discount (excluding original issue discount) does not exceed 1.5% of the aggregate principal of the Certificates, and the aggregate principal amount of the Certificates does not exceed \$8,500,000.

SECTION 3. Other Actions. The President, Vice President, Secretary or Chief Financial Officer and such other officers of the Corporation are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the sale and delivery of the Certificates, and the delivery of the Lease and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4. Effect. This Resolution shall take effect from and after its date of adoption.

ADOPTED AND APPROVED this 16th day of November, 2010, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

President of the Board of Directors
Fullerton School District Capital Facilities
Corporation

I hereby certify that the foregoing resolution was duly introduced, passed and adopted at the time and place and by the vote as noted above.

Secretary
Fullerton School District Capital Facilities
Corporation

DISCUSSION/ACTION ITEM

DATE: November 16, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., Superintendent
PREPARED BY: Mark Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE NEW AND REVISED BOARD POLICIES**

Background: The following policies were presented to the Board of Trustees for the first reading at the October 26, 2010 Board Meeting:

New:
Community Relations
BP 1240 Volunteer Assistance

Revised:
Personnel
BP 4119.4, BP 4219.4, BP 4319.4 Sexual Harassment
BP 4360 Travel: Reimbursement

Students
BP 5141.4 Child Abuse

Input was received and this action item serves as the second reading and approval for these new and revised board policies.

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

Funding: Not applicable.

Recommendation: Approve new and revised Board policies.

MD:nm
Attachment

Fullerton School District

Board Policy

Volunteer Assistance

BP 1240

COMMUNITY RELATIONS

Board Adopted:

The Board of Trustees recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students.

Volunteer maintenance work shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads, and comply with employee negotiated agreements.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

Volunteers shall act in accordance with District policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

Qualifications

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

A volunteer who obtained both a Department of Justice and Federal Bureau of Investigation criminal background clearance through the district prior to July 9, 2010, shall have satisfied this requirement. (Education Code 49024)

Prior to assuming a volunteer position **determined by the established procedures requiring background checks** to work with students in a district-sponsored student activity program, a volunteer shall obtain both a Department of Justice and Federal Bureau of Investigation criminal background check through the District. (Education Code 49024)

A volunteer who possesses a current Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing, issued prior to July 9, 2010, shall have satisfied District requirements for the criminal background check. (Education Code 49024)

Legal References:

EDUCATION CODE

8482-8484.6 After School Education and Safety program
8484.7-8484.9 21st Century Community Learning Center program
35021 Volunteer aides
35021.1 Automated records check
35021.3 Registry of volunteers for before/after school programs
44010 Sex offense; definition
44227.5 Classroom participation by college methodology faculty
44814-44815 Supervision of students during lunch and other nutrition periods
45125 Fingerprinting requirements
45125.01 Interagency agreements for criminal record information
45340-45349 Instructional aides

45360-45367 Teacher aides
49024 Activity Supervisor Clearance Certificate
49406 Examination for tuberculosis
GOVERNMENT CODE
3543.5 Prohibited interference with employees' rights
HEALTH AND SAFETY CODE
1596.871 Fingerprints of individuals in contact with child day care facility clients
LABOR CODE
1720.4 Public works; exclusion of volunteers from prevailing wage law
3364.5 Persons performing voluntary services for school districts
PENAL CODE
290 Registration of sex offenders
290.4 Information re: sex offenders
290.95 Disclosure by person required to register as sex offender
CODE OF REGULATIONS, TITLE 22
101170 Criminal record clearance
101216 Health screening, volunteers in child care centers
UNITED STATES CODE, TITLE 20
6319 Qualifications and duties of paraprofessionals, Title I programs
ATTORNEY GENERAL OPINIONS
62 Ops.Cal.Atty Gen. 325 (1979)
COURT DECISIONS
Whisman Elementary School District, (1991) PERB Decision No. 868

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

WEB SITES

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

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

California Department of Justice, Megan's Law: <http://www.meganslaw.ca.gov>

California Parent Teacher Association: <http://www.capta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

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

National Parent Teacher Association: <http://www.pta.org>

(7/02 3/10) 7/10

Fullerton School District

Board Policy

Sexual Harassment

BP 4119.4, 4219.4, 4319.4

Personnel

Board Adopted: November 29, 2005

Board Revised:

The Board of Trustees prohibits sexual harassment of Fullerton School District employees and job applicants. The Board of Trustees also prohibits retaliatory behavior or action against District employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

1. Providing ~~periodic~~ training to all staff **every two years** regarding the District's sexual harassment policy, particularly the procedures for filing complaints and employees' duty to use the District's complaint procedures in order to avoid harm.
2. Publicizing and disseminating the District's sexual harassment policy to staff.
3. Ensuring prompt, thorough and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial actions after completion of investigation. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

Any District employee or job applicant who feels that he/she has been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately contact his/her supervisor, Principal, District administrator or Superintendent to obtain procedures for filing a complaint. Complaints of sexual harassment shall be filed in accordance with Policy 4031 – Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

A supervisor, Principal or other District administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action.

Any District employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment against a District employee, job applicant or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

7288.0 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

CSBA Revisions

(11/01 3/04) 7/05

Fullerton School District

Board Policy

Travel: Reimbursement

BP 4360

Personnel

Board Adopted: February 25, 1992

Board Revised: December 13, 2005

The Board of Trustees shall pay all actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District. Funds expended shall not exceed those budgeted by the Board for these purposes. The Board may authorize an advance of funds to cover necessary expenses.

The Board shall approve employee requests for travel, meetings, and conferences within the financial limitations set forth by the annually adopted budget.

The Board shall reimburse employees for the use of their own vehicles in the performance of regularly assigned duties. The Board shall establish an allowance for such use on either a mileage or monthly basis.

The Board delegates authority to the Superintendent to approve employee requests for travel, meetings and conferences within the financial limitations set forth by the annually adopted budget. Meetings not previously budgeted for shall be approved on an individual basis by the Board of Trustees. All conference attendance of staff must be recommended by the immediate supervisor and approved by the Superintendent.

The Superintendent is authorized to approve the reimbursement of actual and necessary expenses for attendance at meetings and conferences by employees of the Fullerton School District, provided that:

1. Such meeting or conference shall relate directly to the duties of the employee.
2. Attendance is recommended by the employee's immediate supervisor.
3. Funds have been budgeted for conference expenses.
4. Funds expended shall not exceed the amount budgeted by the Board of Trustees.

All out-of-state conferences will be individually presented to and approved by the Board of Trustees.

~~Quarterly reports of conference attendance and expenses shall be presented to the Board of Trustees.~~

Legal References:

EDUCATION CODE

35161 Delegation of Authority

44016 Travel expense

44032 Travel expense payment

44033 Automobile allowance

44802 Student teacher's travel expense

CSBA Revision

6/98

Fullerton School District

Board Policy

Child Abuse

BP 5141.4

Students

Board Adopted: June 27, 1989

Board Revised: July 29, 2003, November 29, 2005

The Board of Trustees of the Fullerton School District recognizes the devastating impact of child abuse and neglect upon its victims, and society as a whole. ~~For purposes of this policy and the accompanying Administrative Regulation, child abuse and neglect shall include sexual abuse as defined in California Penal Code section 11165.1.~~ The District declares that suspected child abuse and neglect should be reported to appropriate child protective agencies by all employees of the school district. ~~per Penal Code section 11164-11174.4, known as the Child Abuse and Neglect Reporting Act.~~

At the same time, the District recognizes that employees may feel that their reporting of suspected child abuse and neglect could lead to personal liability or other legal action against them. In order to eliminate any potential and/or perceived threat or barrier to reporting suspected child abuse and neglect, the District shall indemnify from civil liability and provide for the defense of any civil action brought against a classified employee who reports suspected child abuse and neglect pursuant to the terms of the Penal Code and/or District policy. This protection shall not apply to any classified employee who is proved to have knowingly filed a false child abuse and neglect report.

While it is not the duty of any employee to investigate suspected incidents of child abuse and neglect, the District expects full cooperation by its employees with any agency or agencies responsible for reporting, investigating and prosecuting cases of child abuse and neglect.

The Superintendent or designee shall provide training for all District employees, as mandated by law, concerning identification of child abuse and neglect and appropriate reporting procedures. In the event that training is not provided to the employees mandated to report child abuse and neglect, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided.

The absence of training, however, shall not excuse a mandated reporter from the duty to report child abuse and neglect.

Legal References:

EDUCATION CODE

32280-32288 Comprehensive school safety plans

33308.1 Guidelines on procedure for filing child abuse complaints

44690-44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting
11164-11174.4 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5
4650 Filing complaints with CDE, special education students

Management Resources:

CDE LEGAL ADVISORIES

0514.93 Guidelines for parents to report suspected child abuse

WEB SITES

California Attorney General's Office, Crime and Violence Prevention Center: <http://safestate.org>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>

California Department of Social Services, Children and Family Services Division:

<http://www.childsworld.ca.gov>

U.S. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect
Information: <http://nccanch.acf.hhs.gov>

CSBA Revisions

(3/01 7/02) 11/04

DISCUSSION/ACTION ITEM

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FULLERTON SCHOOL DISTRICT'S PROPOSAL TO RE-OPEN CONTINGENCY LANGUAGE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: Fullerton School District has an interest in negotiating to re-open contingency language from May 18, 2010 due to the allocation of federal funding.

The new Jobs Bill is projected to allocate \$1.2 billion dollars to California schools. It is designed to prevent widespread layoffs of teachers and other public employees.

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

Funding: Not applicable.

Recommendation: Approve Fullerton School District's Proposal to Re-Open Contingency Language with Fullerton Elementary Teachers Association.

MLD:nm
Attachment

Fullerton School District
Sunshine
Bargaining Proposal
Bargaining Agreement between the Fullerton School District
And
Fullerton Elementary Teachers Association, FETA
Re-open Contingency Language from May 18, 2010

In compliance with Contingency Language agreed to in the May 18, 2010 Agreement between FETA and the District, the District is “sunshining” to the public it’s intent to re-open negotiations.

Contingency language for 2010/2011:

If there is a significant change in the actually funded BRL(plus or minus \$50.00/ADA) based on the Governor’s May revised budget proposal; or if CSR or other categorical funds available to the District based on the governor’s May revised budget proposal are reduced or allocated in such a manner as to restrict the District’s ability to use such funds or increases the amount or flexibility in the use of such funds; or if there is Federal legislation which provide additional funds to rehire teachers, either party may reopen negotiations.

DISCUSSION/ACTION ITEM

DATE: October 26, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Stacy Hollenbeck, FETA Lead Negotiator
SUBJECT: APPROVE FULLERTON ELEMENTARY TEACHERS ASSOCIATION'S PROPOSAL TO RE-OPEN CONTINGENCY LANGUAGE WITH FULLERTON SCHOOL DISTRICT

Background: Fullerton Elementary Teachers Association has an interest in negotiating to re-open contingency language from May 18, 2010 due to the allocation of federal funding.

The new Jobs Bill is projected to allocate \$1.2 billion dollars to California schools. It is designed to prevent widespread layoffs of teachers and other public employees.

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

Funding: Not applicable.

Recommendation: Approve Fullerton Elementary Teachers Association's Proposal to Re-Open Contingency Language with Fullerton School District

MLD:nm
Attachment

Fullerton Elementary Teachers Association, FETA
Sunshine Bargaining Proposal
Bargaining Agreement between the
Fullerton Elementary Teachers Association, FETA
And
the Fullerton School District
Re-open Contingency Language from May 18, 2010

In compliance with Contingency Language agreed to in the May 18, 2010 Agreement between FETA and the District, FETA is “sunshining” to the public it’s intent to re-open negotiations.

Contingency language for 2010/2011:

If there is a significant change in the actually funded BRL (plus or minus \$50.00/ADA) based on the Governor’s May revised budget proposal; or if CSR or other categorical funds available to the District based on the governor’s May revised budget proposal are reduced or allocated in such a manner as to restrict the District’s ability to use such funds or increases the amount or flexibility in the use of such funds; or if there is Federal legislation which provide additional funds to rehire teachers, either party may reopen negotiations.

DISCUSSION/ACTION ITEM

DATE: November 16, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: **ADOPT RESOLUTION #10/11-16 IN SUPPORT OF THE CALIFORNIA COALITION FOR P21**

Background: Based on a national framework outlined by the Partnership for 21st Century Skills, a leading advocacy organization focused on infusing 21st century skills into education, the California Coalition for P21 advocates for the integration of the four Cs (critical thinking and problem solving, communication, collaboration, and creativity and innovation) into all academic core content areas. The California Coalition for P21 supports teaching a whole curriculum including English-Language Arts, Mathematics, History-Social Science, Science, and Visual & Performing Arts to prepare all students for college, career and civic engagement in the 21st century.

The P21 mission is to serve as a catalyst to position 21st Century readiness at the center of U.S. education by building collaborative partnerships among education, business, community, and government leaders.

Rationale: Resolution #10/11-16 is a statement of belief that supports the District's current efforts of offering a pedagogy that teaches critical thinking, collaboration, creativity, and integration of technology to students at all grade levels. Adoption of Resolution #10/11-16 would indicate support by the Fullerton School District Board of Trustees for the California Coalition for P21.

Funding: Not applicable.

Recommendation: Adopt Resolution #10/11-16 in support of the California Coalition for P21.

MH:ki
Attachment

Fullerton School District
Resolution #10/11-16 in Support of the California Coalition for P21

WHEREAS, the Fullerton School District is committed to ensuring that all children receive a quality education that prepares them for success in the 21st Century and enables them to graduate high school, college, and career ready;

WHEREAS, a 21st Century education requires skills in communication, collaboration, critical thinking and problem solving, creativity and innovation, for students to acquire global awareness, financial, economic, business and entrepreneurial literacy; civic literacy; health literacy; and environmental literacy;

WHEREAS, the next generation of Fullerton and America's leaders and citizens must be prepared to solve great challenges both domestically and globally;

WHEREAS, rapid technology advances and the information age are shrinking the world, exponentially enlarging access of all peoples to essential knowledge, concepts, and ideas, and connecting Americans to their counterparts across the globe;

WHEREAS, American Fortune 500 corporations, as well as small businesses, increasingly need employees with an ability to problem solve, collaborate and communicate in world languages to market products to customers domestically and globally;

WHEREAS, more than 26 different languages are spoken in the homes of District students, representing a rich and diverse environment that can benefit students as they are trained together to succeed in a global society;

WHEREAS, it is a major function of the Nation's schools to prepare America's students for college, career, and civic engagement in the 21st Century;

WHEREAS, the 21st Century Coalition for California supports teaching a whole, well-rounded curriculum including English-Language Arts, Mathematics, History-Social Science, Science and Visual & Performing Arts to prepare all students for college, career and civic engagement in the 21st Century;

NOW, THEREFORE BE IT RESOLVED THAT:

Fullerton School District supports the California Coalition for P21 and its goals.

Signed this 16th day of November 2010 by:

Beverly Berryman, President

Ellen Ballard, Vice President

Minard Duncan, Clerk

Lynn Thornley, Member

Hilda Sugarman, Member

ADMINISTRATIVE REPORT

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilyn White, Director of Administrative Services
SUBJECT: FIRST READING OF REVISED BOARD POLICIES

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

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

Revised:
Students
BP 5116 School Attendance Boundaries
BP 5116.1 Intradistrict Open Enrollment
BP 5117 Interdistrict Attendance

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification, and propose revisions prior to approval of these policies at the December 14, 2010, Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MLD:MW
Attachments

Fullerton School District

Board Policy

Intradistrict Open Enrollment

BP 5116.1

Students

Board Adopted: April 25, 2006

Board Revised: February 12, 2008

The Board of Trustees of the Fullerton School District endorses the concept of the neighborhood school. School attendance boundaries are established by the Board to, among other things, optimize the use of existing facilities, avoid overcrowding conditions, maintain local neighborhood identities, give consideration to geographic barriers, establish and maintain socio-economic balance in schools and programs, and maintain safe and reasonable walking conditions and distances to and from schools.

The Board desires to provide enrollment options that meet the diverse needs and interests of District students. The Superintendent or designee shall establish procedures for the selection and transfer of students among District schools in accordance with law, Board policy, and administrative regulation. The Board also recognizes that some parents may wish to have their children attend a school other than their designated neighborhood school. ~~The Fullerton School District believes that the parental choice of programs and schools is desirable, and that parental choice should be accommodated where it is in the best interest of the student and the District, is consistent with available District resources, can be accommodated using existing facilities or programs and does not displace current resident students as of May 15th prior to the start of the school year. As a condition of granting or renewing transfer permits, parents and Intradistrict transfer students are required to comply with the terms of this policy. The Superintendent/designee will establish an Open Enrollment period and process to facilitate making this choice within the requirements of applicable laws and regulations.~~

~~Parents may exercise this choice option irrespective of the particular location of the parents' residence within the District. The acceptance to and/or continuation of attendance at the school of choice will be dependent upon the parent and/or student's adherence to behavior/citizenship standards, satisfactory attendance, timely transportation to and from school provided by the parents, and/or continued participation in any specialized programs or classes when that is the primary reason for the transfer. When attendance at the school/program of choice ceases to be in the best interest of the child the transfer may be revoked. Deliberately providing false or misleading information and/or the deliberate omission of information on the transfer application, enrollment documents, residency verification documents or other information supplied as part of the transfer or admissions processes will lead to the immediate revocation of the transfer and may lead to the denial of all future transfer requests. The Board of Trustees retains the final authority to make student placement decisions and to maintain appropriate racial and ethnic balances among the District schools and programs.~~

Open Enrollment

~~The Open Enrollment period for students who wish to attend a school other than their assigned school of residence shall be a period of 20 consecutive school days established by the Superintendent or designee. Prior to the beginning of the Open Enrollment period, each District school, in conjunction with District Staff, will determine the availability of spaces for Intradistrict transfer students based upon their projections of enrollment for the upcoming school year. Final approval of Intradistrict transfer applications will be contingent upon space availability and Board approved school capacity. The District will notify parents of decisions made concerning their requests by May 15th. This transfer policy does not apply to: students assigned to special day classes through the individual educational plan process, administrative transfers, placements by the Administrative Review Committee or placements made under the terms of numbers 2 or 3 below.~~

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

The Superintendent or designee shall annually review this policy. (Education Code 35160.5, 48980)

Priority for School Placement

~~The order in which students shall be enrolled in the schools of the Fullerton School District is as follows:~~

- ~~1. Students who reside in the attendance area, or are deemed to have complied with residency requirements as outlined in State law.~~
- ~~2. Program Improvement Transfers per provisions of *No Child Left Behind*. (20 USC 6316)~~
- ~~3. Victim of violent crime committed on school campus. (20 USC 7912)~~
- ~~4. Unsafe School Choice Transfers per provisions of *No Child Left Behind*. (20 USC 7912; 5 CCR 11992)~~
- ~~5. Students of certificated or classified staff employed by the school.~~
- ~~6. Students on previously approved Intradistrict transfers.~~
- ~~7. Siblings of Intradistrict transfer students currently enrolled at the school.~~
- ~~8. Students of certificated or classified staff employed by the District.~~
- ~~9. New Intradistrict transfer students.~~
- ~~10. Interdistrict transfer students with priority given to continuing students and their siblings.~~
- ~~11. Open Enrollment Act transfer requests from Open Enrollment schools.~~

~~It is the intent of the District that no student currently residing within a school's attendance area or deemed to have complied with residency requirements per #1 above, shall be displaced by pupils transferring from outside the attendance area.~~

For all other applications for enrollment from outside a school's attendance area, the Superintendent or designee shall use a random, unbiased selection process to determine who shall be admitted whenever the school receives admission requests during Open Enrollment that are in excess of the school's capacity. A school's capacity shall be calculated in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

No student currently residing within a school's attendance area or deemed to be a school attendee determined by District procedure shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5) It is also the intent of the District that students receive as consistent and stable a learning environment throughout the school year as possible under these guidelines. In the event of no available space at the **neighborhood** school of residence for an incoming resident student after the completion of Open Enrollment, that student **will be placed on an overcrowding transfer to another school**. That student ~~will become a resident student~~ **is guaranteed a seat at his neighborhood school of residence** the following school year, or sooner, based on space available ~~availability at the neighborhood school of residence~~.

~~Academic achievement and/or athletic ability may not be considered when approving transfer applications. However, this should not be construed to prohibit the use of academic performance to determine eligibility for, or placement in, programs for gifted and talented pupils as established pursuant to Education Code Chapter 8. When specialized schools or programs within a school use entrance~~

criteria, such criteria shall be uniformly applied to those admitted under this regulation and students shall be selected for admission in a fair, random and unbiased process. It is understood that “first come first served” is not a fair, random and unbiased process for selection.

Duration of Transfers

In order to be valid, an Intradistrict transfer must be approved by the principal of the school of residence and the school of choice, and registration completed, as required by district policy and regulations. Intradistrict transfers are valid for the school year for which they were approved. All students, whether they have attended on transfer in previous years or are applying for the first time, must submit an application prior to the close of the Open Enrollment period in order to receive consideration for placement in the upcoming school year.

Terms and Conditions

Transfer students and their parents/guardians are expected to follow all applicable District policies, procedures and regulations, and all school rules. An Intradistrict transfer may be revoked at any time for reasons including but not limited to the following:

1. ~~Unsatisfactory attendance: One unexcused absence or a tardy of 30 minutes or more following the issuance of the first truancy letter by the school.~~
2. ~~Tardiness: three tardies during an attendance reporting period.~~
3. ~~Failure of the parent to make and maintain adequate transportation arrangements, i.e., drops off no earlier than 15 minutes before school and pick up no later than 15 minutes after school. Exceptions will be made for participation in intervention programs, childcare programs, and/or approved school activities.~~
4. ~~Unsatisfactory behavior or citizenship.~~
5. ~~Ceasing participation in a “specialized” school, class and/or program such as GATE or an alternative class.~~
6. ~~After consulting with the parent, when the principal determines that the Intradistrict attendance is no longer in the best interest of the student.~~
7. ~~Parents/guardians providing false or misleading information on documents related to the transfer or school enrollment.~~

School personnel should be diligent in their efforts to notify parents when their child's transfer is in danger of being revoked and afford them the opportunity to correct any problems or concerns.

violating the conditions stipulated in the administrative regulation.

Approval Process

The principal will approve transfers in accordance with the priorities listed in *Priority for School Placement* above. Academic achievement and/or athletic ability may not be considered when approving transfer applications. If the number of transfer applications for a grade/program/school exceeds the number of spaces available for transfer, the principal shall hold an impartial and random lottery in accordance with District procedures and applicable laws and regulations. Open Enrollment ends at the close of business on the day designated by the Superintendent/designee. The Principal of the school of choice will notify parents in writing of the decision made concerning their child's transfer request by May 15th.

Late Requests

All Intradistrict transfer requests received after the close of the open enrollment period will be held and may be granted based on their lottery seniority on or after May 15th, and prior to the start of school should the District determine that the transfer will not negatively impact the District and is in accordance with the policy.

~~Nothing in this policy is to be construed to limit or restrict the district's authority and right to make all placement decisions it may deem necessary, appropriate and in the best interest of the district or its students.~~

Transportation

Except as required by 20 USC 6316 for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds.

Legal References:

EDUCATION CODE

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

48980 Notice at beginning of term

CODE OF REGULATIONS, TITLE 5

11992-11994 Definition of persistently dangerous schools

UNITED STATES CODE, TITLE 20

6316 Transfers from program improvement schools

7912 Transfers from persistently dangerous schools

CODE OF FEDERAL REGULATIONS, TITLE 34

200.36 Dissemination of information

200.37 Notice of program improvement status, option to transfer

200.39 Program improvement, transfer option

200.42 Corrective action, transfer option

200.43 Restructuring, transfer option

200.44 Public school choice, program improvement schools

200.48 Transportation funding for public school choice

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

ATTORNEY GENERAL OPINIONS

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Unsafe School Choice Option, May 2004

Public School Choice, February 2004

WEB SITES

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

California Department of Education, Unsafe School Choice Option:

<http://www.cde.ca.gov/ls/ss/se/usco.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

CSBA Revisions

(11/99 3/03) 11/08

Fullerton School District

Board Policy

School Attendance Boundaries

BP 5116

Students

Board Adopted: June 10, 2005

Board Revised:

~~The Board of Trustees of the Fullerton School District endorses the neighborhood public school concept.~~

~~Home school attendance areas are established by the Board of Trustees to, among other things, optimize the use of existing facilities, to avoid overcrowded conditions, maintain local neighborhood identities, give consideration to geographic barriers, establish and maintain ethnic and racial balance in schools and programs, and maintain safe and reasonable walking conditions and distances to and from school.~~

~~The Board of Trustees shall regularly review school attendance boundaries, taking into account school capacities and enrollment data, geographic features, student safety and transportation, racial and ethnic balance, educational programs such as magnet schools, and community input.~~

The Board of Trustees shall establish school attendance boundaries in order to maximize the efficient use of District facilities and effective administration of District schools. The Superintendent or designee shall periodically review school attendance boundaries and, as necessary, make recommendations to the Board for boundary adjustments.

When reviewing school attendance boundaries, the Superintendent or designee shall consider the following factors:

- 1. School enrollment data, including declining enrollment patterns**
- 2. Facility capacity and design, including potential commercial and residential developments**
- 3. School feeder patterns, including maintaining, to the extent practicable, continuity of student attendance**
- 4. Federal, State, or court mandates**
- 5. Community input**
- 6. Student safety**
- 7. Transportation capacity**
- 8. Community and neighborhood identity**
- 9. Geographic features of the district, including traffic patterns**
- 10. Educational programs, such as magnet schools and charter schools**
- 11. Consistency between municipal boundaries and high school boundaries**
- 12. Other factors**

Students residing in a community facilities district shall have priority, to the extent provided by law, for attendance at schools financed in whole or in part by the community facilities district. The degree of priority must reflect the proportion of each school's financing provided through the community facilities district. (Government Code 53312.7)

~~The Superintendent or designee may place some students in a school outside of their attendance area in order to alleviate overcrowding. If available, transportation shall be provided for such students to the extent and under the conditions it is provided to other students.~~

In order to alleviate overcrowding, the Superintendent or designee may place some students in a school outside of their attendance area. Parents/guardians of students who are attending schools outside of their attendance area shall be notified of the school their child will be attending as soon as possible. If available, transportation shall be provided for such students.

Legal References:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

35160.5 District policies; rules and regulations

35291 Rules

35350 Transportation of students

35351 Assignment of students to particular schools

GOVERNMENT CODE

53311-53317.5 Establishment of community facilities district

CALIFORNIA CONSTITUTION

Article I, Section 31 Discrimination based on race, sex, color, ethnicity

COURT DECISIONS

Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

Crawford v. Board of Education (1976) 17 Cal.3d 280

Jackson v. Pasadena City School District (1963) 59 Cal.2d 876

Management Resources:

WEB SITES

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

CSBA Revisions

(9/90 10/93) 7/06

Fullerton School District

Board Policy

Interdistrict Attendance

BP 5117

Students

Board Adopted: May 10, 2005

Board Revised:

The Fullerton School District **Board of Trustees** believes that the parental choice of programs and schools is desirable and that parental choice should be accommodated where it is in the best interest of the student and the District. **The Board recognizes that students who reside in one district may choose to attend school in another district and that such choices are made for a variety of reasons.** As a condition of granting or renewing permits, parents and interdistrict **transfer** students are required to comply with the terms of this policy and the rules of the schools within the District.

Interdistrict Attendance Permits

~~The Board of Trustees may approve requests for school attendance in the District for students living outside the District only for reasons specifically listed herein:~~

- ~~1. Mental or physical health of the student as certified by a licensed physician, school psychologist, or other appropriate school personnel.~~
- ~~2. To complete a school year when the parents have moved out of the District during the school year.~~
- ~~3. When the district of origin agrees to pay the cost per student of education in the District, less state and federal apportionments.~~
- ~~4. When the class enrollments and anticipated space requirements in the District will permit the addition of out-of-district students.~~

~~All such requests for Interdistrict Transfer Agreements shall first be initiated and approved in the district of parent or guardian's residence. Parents making application for an Interdistrict Transfer Agreement shall be made aware of the contents of this Board Policy through the Notification of Transfer Status form and when receiving their copy of the Interdistrict Transfer Request. Reasons for denial may be communicated to parent/guardian.~~

The order in which students shall be enrolled in FSD schools is as follows:

- ~~1. Students who reside in the attendance area, or are deemed to have complied with residency requirements.~~
- ~~2. Program Improvement Transfers per provisions of *No Child Left Behind*.~~
- ~~3. Unsafe School Choice Transfers per provisions of *No Child Left Behind*.~~
- ~~4. Students of certificated or classified staff employed by the school.~~
- ~~5. Students on previously approved Intradistrict transfers.~~
- ~~6. Siblings of Intradistrict transfer students currently enrolled at the school.~~
- ~~7. Students of certificated or classified staff employed by the District.~~
- ~~8. New Intradistrict transfer students.~~
- ~~9. Interdistrict transfer students with priority given to continuing students and their siblings.~~

~~All Interdistrict transfer students must have current transfer forms completed and on file at the school of attendance. All Interdistrict transfer forms must be renewed annually. Interdistrict Transfer Permits must be initiated with and approved by the district of residences before being submitted to the Fullerton School District. The Superintendent or designee will review Interdistrict transfers annually.~~

~~If a principal determines that there will not be sufficient space for incoming attendance area students, the transfer of a student on an Interdistrict transfer may be revoked at any time during the school year.~~

~~Interdistrict transfer students graduating to junior high will be considered for, but not guaranteed, enrollment.~~

~~Deliberately providing false or misleading information and/or the deliberate omission of information on the transfer application, enrollment documents, residency verification documents or other information supplied as part of the transfer and/or admissions process or as part of the annual updating of directory /emergency information, will lead to the immediate revocation of the Interdistrict transfer and may lead to the denial of all future Interdistrict transfer requests.~~

Upon request by students' parents/guardians, the Superintendent or designee may approve interdistrict attendance permits with other districts on a case-by-case basis to meet individual student needs.

The interdistrict attendance permit shall be reviewed annually based upon space availability.

The Superintendent or designee may deny or revoke interdistrict attendance permits because of overcrowding within district schools or limited district resources.

Legal References:

EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Regional Occupational Center/Program, enrollment of students, interdistrict attendance

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 132 (2004)

84 Ops.Cal.Atty.Gen. 198 (2001)

COURT DECISIONS

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

Management Resources:

WEB SITES

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

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

CSBA Revisions

(7/04 11/07) 11/09

ADMINISTRATIVE REPORT

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: ANNUAL REPORT FOR WILLIAMS SETTLEMENT LEGISLATION FOR 2009/2010 SCHOOL YEAR

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

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

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

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachment



WILLIAM M. HABERMEHL
County Superintendent of Schools

Orange County Department of Education (OCDE) Williams Settlement Legislation Annual Report for Fullerton School District 2009-2010 Fiscal Year

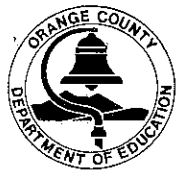
This report summarizes the results of Williams Settlement Legislation site reviews at decile 1- 3 schools (2006 base API) for the 2009-2010 fiscal year.

INSTRUCTIONAL MATERIALS – Reviews conducted from September 10-11, 2009

All schools were evaluated to have sufficient textbooks and instructional materials¹ following prompt correction of any specific issues.

School	Review Date	Subject	Course	Textbook/Instructional Materials	Grade	Period	Room	# Materials Needed	Correction Date
Commonwealth Elementary	9/11/2009			NONE					
Maple Elementary	9/11/2009			NONE					
Orangethorpe Elementary	9/10/2009	MATH		Houghton Mifflin: CA Math Pupil Edition, Level 2	2		18	1	9/10/2009
Orangethorpe Elementary	9/10/2009	ELA		Houghton Mifflin: A Legacy of Literacy 1.1 Here We Go	1		22	1	9/10/2009
Orangethorpe Elementary	9/10/2009	MATH		Houghton Mifflin: CA Math Pupil Edition, Level 1	1		22	1	9/10/2009
Pacific Drive Elementary	9/10/2009			NONE					
Richman Elementary	9/11/2009	ELA		Houghton Mifflin: A Legacy of Literacy, Expeditions	5		29	2	9/15/2009
Richman Elementary	9/11/2009	HSS		Houghton Mifflin: My World Big Book Set	K		K-1	1 Set	9/15/2009
Richman Elementary	9/11/2009	SCI		MacMillan/McGraw-Hill Science: Big Book Set	K		K-1	1 Set	9/15/2009
Richman Elementary	9/11/2009	ELA		Houghton Mifflin: A Legacy of Literacy, Wonders 1.5	1		3	2	9/15/2009
Richman Elementary	9/11/2009	ELA		Houghton Mifflin: A Legacy of Literacy, Wonders 1.5	1		4	1	9/15/2009
Richman Elementary	9/11/2009	SCI		MacMillan/McGraw-Hill Science: Student Edition, Grade 2	2		9	2	9/15/2009
Richman Elementary	9/11/2009	SCI		MacMillan/McGraw-Hill Science: Student Edition, Grade 2	2		12	4	9/15/2009
Richman Elementary	9/11/2009	SCI		MacMillan/McGraw-Hill Science: Student Edition, Grade 2	2		13	2	9/15/2009
Richman Elementary	9/11/2009	SCI		MacMillan/McGraw-Hill Science: Student Edition, Grade 2	2		14	4	9/15/2009
Valencia Park Elementary	9/10/2009			NONE					

¹ "Sufficient instructional materials" means every pupil, including English Language Learners, has a textbook in the four core subject areas of math, English language arts, science and history to use in class and to take home (middle and high school includes foreign language, health and science laboratory equipment).



WILLIAM M. HABERMEHL
County Superintendent of Schools

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Williams Settlement Legislation
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FACILITIES – Reviews conducted from September 10-11, 2009

All schools were reviewed with respect to the safety, cleanliness, and adequacy of school facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified	Deficiency	Extreme Deficiency
Commonwealth Elementary	9/11/2009	Rooms 2, 5 & 17	Drinking fountain - Low Water Pressure	1	
Commonwealth Elementary	9/11/2009	Restrooms by room 13	Boy's: Faucet inoperable	1	
Maple Elementary	9/11/2009	Office	Girl's restroom - Faucet inoperable	1	
Maple Elementary	9/11/2009	Room 4	Drinking fountain leaking	1	
Orangethorpe Elementary	9/10/2009	Behind Kitchen	Raised concrete due to tree roots	1	
Orangethorpe Elementary	9/10/2009	Office	Restroom: First toilet leaking when flushed	1	
Orangethorpe Elementary	9/10/2009	Kindergarten playground	Burlap under playground equipment protruding through mat	1	
Orangethorpe Elementary	9/10/2009	Restrooms by room 25	Boy's: No soap dispensers	1	
Orangethorpe Elementary	9/10/2009	Room 18	2 cracked windows	1	
Pacific Drive Elementary	9/10/2009	Room 18	Cracked window - East side of classroom	1	
Pacific Drive Elementary	9/10/2009	Restrooms by room 8 & 16	Boy's: Hand dryer inoperable	1	
Richman Elementary	9/11/2009	Between rooms 5 & 8	Drinking fountain - Clogged	1	
Richman Elementary	9/11/2009	Room 25	Drinking Fountain - Low water pressure	1	
Valencia Park Elementary	9/10/2009	Room 4	Electrical cord running across entrance of door	1	
Valencia Park Elementary	9/10/2009	Room 22	Drinking fountain inoperable	1	

² Districts are not required to report corrections to the Orange County Department of Education.



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TEACHER ASSIGNMENT MONITORING – Reviews conducted on April 1, 2010

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

Note: the annual report includes the teacher assignments and vacancies reported to the California Commission on Teacher Credentialing on July 1 for the 2009-2010 school year.

School	Teacher Misassignments ³	English Language Learner Misassignments ⁴	Teacher Vacancies ⁵	Teacher Vacancies Filled
Commonwealth Elementary	0	0	0	0
Maple Elementary	0	0	0	0
Orangethorpe Elementary	0	0	0	0
Pacific Drive Elementary	0	0	0	0
Richman Elementary	0	0	0	0
Valencia Park Elementary	0	0	0	0

³ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

⁴ English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

⁵ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].



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County Superintendent of Schools

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SCHOOL ACCOUNTABILITY REPORT CARD (SARC) – Reviews conducted on April 20, 2010

The 2008-2009 SARC (published in February 2010) for the following schools were reviewed with respect to sufficiency of instructional materials and the good repair of facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Materials Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Commonwealth Elementary	April 20, 2010	Yes	N/A	Yes	N/A
Maple Elementary	April 20, 2010	Yes	N/A	Yes	N/A
Orangethorpe Elementary	April 20, 2010	Yes	N/A	Yes	N/A
Pacific Drive Elementary	April 20, 2010	Yes	N/A	Yes	N/A
Richman Elementary	April 20, 2010	Yes	N/A	Yes	N/A
Valencia Park Elementary	April 20, 2010	Yes	N/A	Yes	N/A

Respectfully submitted,

Ellin Chariton
Executive Director, School and Community Services
Phone: (714) 966-4312 Email: echariton@ocde.us

Date



WILLIAM M. HABERMEHL
County Superintendent of Schools

ADMINISTRATIVE REPORT

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Laura Rydell, Director, Student Support Services
SUBJECT: AUTISM PROGRAM REPORT

Background: The District has expanded its capacity to provide specialized services to students with autism. The Director of Student Support Services and the District Autism Supervisor will present an overview of progress made in the past year.

Rationale: Federal stimulus dollars (ARRA) were used to hire and train additional District staff to meet the needs of students with autism. The advantages of providing specialized services with District staff rather than contracting with nonpublic agencies will be explained. The progress made in the past year will be reviewed.

Funding: Not applicable.

Recommendation: Not applicable.

JM:LR:vr

ADMINISTRATIVE REPORT

DATE: November 16, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: HEAR PRESENTATION OF 2010/2011 BUDGET UPDATE

Background: The Board of Trustees approved the District's 2010/2011 Budget on June 29, 2010. Per Education Code section 42127(i)(4), school districts that have selected the single-adoption method shall make available, for public review, a budget update to reflect the funding made available by the Budget Act. The Budget Act was signed by the Governor on October 8, 2010.

Rationale: The District must provide a budget update for public viewing within 45 days of the signing of the Budget Act.

Funding: Not applicable.

Recommendation: Not applicable.

GC:SS:ds