

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, October 26, 2010
4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

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

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

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

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

Public Comments – Policy (see above)

Introductions/Recognitions

Project CREATE!

Fullerton Technology 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 12, 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 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 Kreidler 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

2b. 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

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

3b. "Sunshine" Fullerton School 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.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 16, 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 12, 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 Beverly Berryman led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Minard Duncan, Hilda Sugarman, Lynn Thornley
Administration present: 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 5:33 p.m. and President Berryman stated there was no report from Closed Session. Golden Hill students Wyatt Logan, Carissa Taverez and Michaela MacDonald led the pledge of allegiance. It was moved by Trustee Thornley, seconded by Minard Duncan and carried 4-0 to amend the agenda to declare a public hearing to invite any member of the audience to comment on adoption of Resolution #10/11-14 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2010/2011.

Public Comments

There were no public comments at this time.

Introductions/Recognitions

Robert Johnson, Principal at Golden Hill School, presented an overview of the school's many programs and activities. Students Wyatt Logan, Carissa Taverez and Michaela MacDonald assisted him in the presentation.

Superintendent's Report

No report.

Information from the Board of Trustees

Trustee Thornley- She recollected about previous traditions from Golden Hill School. She shared that some traditions have not changed while others have and that the traditions continue to help improve students' success in life. She congratulated Maple School on inducting 19 students to the Maple School National Elementary Honor Society. She was thrilled to celebrate with the students and their families such a special event.

Trustee Duncan- He stated he is the campaign chair for Beverly Berryman's Board candidacy. He shared he and President Berryman attended the Achievement Gap meeting. Trustee Duncan shared he attended the Maple School Alumni Reunion on October 2.

Trustee Sugarman- She shared her thoughts regarding the lawsuit and proposed resolution from the American Civil Liberties Union (ACLU) and Los Angeles Unified School District. She reminded everyone the Artist Pin Auction is on October 30, 2010. She encouraged people to visit Fullerton and view the heart sculptures that are being auctioned to benefit the All the Arts for All the Kids Foundation. She stated the Fullerton Technology Foundation is hosting an eWaste recycling event at Ladera Vista Junior High on November 6, 2010, from 9:00 a.m. to 3:00 p.m. Trustee Sugarman commented the Fullerton Technology Foundation sent a donation letter to the elementary schools for distribution during student conferences. She stated donations can be applied directly to a school site by noting it in on the check.

President Berryman- She commented the Closing the Latino Achievement Gap Summit will be held on November 5, 2010, at Fullerton Junior College and is open to anyone who would like to participate and encouraged people to attend. She shared about an article in Experience Magazine that talked about All the Arts for All the Kids and the

fundraising for the heart sculptures. She reminded everyone that some of the heart sculptures would be auctioned at the Artist Pin Auction on October 30.

Trustee Duncan- He commented the Fullerton Sister City Association and the Fullerton School District will 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- no report.

FETA- Karla Turner- She commented midterms have arrived and the first quarter is almost completed. She shared junior high schools had conferences last week while elementary schools have conferences this week. She commented the November 2nd election is very important and encouraged everyone to vote. She stated FETA has endorsed several Board candidates.

CSEA- Al Lacuesta- no report.

FESMA- Paula Pitluk- She stated elementary schools held student conferences this week. She is looking forward to attending the OCSBA/ACSA Joint Dinner meeting with several Board members on October 13, 2010. She stated it has been a great start to the school year.

Approve Minutes

Moved by Lynn Thornley, seconded by Minard Duncan and carried 4-0 to approve the minutes of the Regular meeting on September 28, 2010.

Consent Items

Moved by Lynn Thornley, seconded by Hilda Sugarman and carried 4-0 to approve the consent items with the exception of #1r that was pulled from the agenda/tabled to a future Board Meeting.

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 E22B0015, E22C0020 through E22C0028, E22D0141 through E22D0177, E22M0061 through E22M0071, E22R0178 through E22R0219, E22T0008, E22V0032 through E22V0043, and E22X0209 through E22X0217 for the 2010/2011 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 130178 through 130235 and out-of-date sequence purchase order numbered GS-130003 for the 2010/2011 school year.

1e. Approve/Ratify warrants numbered 75474 through 75609 for the 2010/2011 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 7811 through 7866 for the 2010/2011 school year.

1g. Approve/Ratify Second Amendment to Grant Agreement No. FC-SR2-07 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2010 through June 30, 2011.

1h. Adopt Resolution #10/11-13 Proclaiming October 21, 2010 as "Lights on After School Day" for the Fullerton School District.

1i. Approve Amendment to Consultant Agreement between Fullerton School District and David Swenson for Nicolas Junior High School for the 2010/2011 school year.

1j. Approve Consultant Agreement between Fullerton School District and Action Learning Systems, Inc., (ALS) for Nicolas Junior High School from October 12, 2010 through June 30, 2011.

1k. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction or by other means, as allowed by Education Code sections 17545-17555 and 60500-60530.

1l. Approve purchase of office and school supplies/equipment from a piggyback bid of Newport-Mesa Unified School District, Bid #102-09, awarded to Office Depot.

1m. Approve/Ratify agreement with Nigro & Nigro, PC to perform auditing services for the Fullerton School District for the fiscal years 2010/2011 through 2012/2013.

1n. Approve contract with Silver State Coach, Inc. to provide transportation for field trips, effective October 12, 2010 through June 30, 2011.

1o. Adopt Resolution Numbers 10/11-B008 through 10/11-B012 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. Approve/Ratify warrant number 1068 for the 2010/2011 school year (District 40, Van Daele).

1q. Approve/Ratify warrants numbered 1104 and 1105 for the 2010/2011 school year (District 48, Amerige Heights).

Item #1r was pulled from the Agenda.

1r. Approve/Ratify Student Placement Agreement with University of Southern California commencing September 24, 2010 through September 23, 2011.

1s. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2010 - September 30, 2010).

1t. Approve/Ratify Affiliation Agreement for School Counseling and School Psychology fieldwork with Azusa Pacific University commencing July 1, 2010 through June 30, 2013.

Public Hearing

President Berryman conducted a public hearing at 6:15 p.m. to allow for public comment regarding the adoption of Resolution #10/11-14 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2010/2011. Hearing no comments, the public hearing was declared closed at 6:16 p.m.

Discussion/Action Items

2a. Adopt Resolution #10/11-14 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2010/2011.

It was moved by Lynn Thornley, seconded by Minard Duncan and carried 4-0 to adopt Resolution #10/11-14 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2010/2011. Trustee Sugarman commented she had inquired regarding the availability of textbooks and instructional materials and received feedback that instructional materials are available and some workbooks are on order.

2b. Approve Resolution #10/11-15 authorizing the issuance of General Obligation (GO) Bond Series A and B Refunding Bonds.

Gary Cardinale, Assistant Superintendent of Business Services, shared the District has the opportunity to refinance General Obligation Bond Series A and B. He stated the District is very excited about returning approximately \$1.8 to \$4.2 million to tax payers. It was then moved by Hilda Sugarman, seconded by Minard Duncan and carried 4-0 to approve Resolution #10/11-15 authorizing the issuance of General Obligation (GO) Bond Series A and B Refunding Bonds.

Administrative Reports

3a. First Reading of 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

Janet Morey, Assistant Superintendent of Educational Services, reviewed the New and Revised Board Policies and encouraged the Board to direct any questions or concerns they had regarding the board policies to Educational Services.

3b. First Reading of Revised Board Bylaw 9250 Remuneration, Reimbursement and Other Benefits

Mark Douglas, Assistant Superintendent of Personnel Services, reviewed Board Bylaw 9250 and the Board had discussion regarding language of Board Bylaw 9250.

3c. First Reading of 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

Mark Douglas commented on New and Revised Board Policies being presented to the Board.

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

Moved by Minard Duncan, seconded by Beverly Berryman to place on a future agenda the Partnership for 21st Century Skills (P21).

Adjournment

President Berryman adjourned the Regular meeting on October 12, 2010 at 6:27 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: October 26, 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), extra duty assignment(s), and leave(s) of absence.

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 OCTOBER 26, 2010**

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
James An	Substitute Teacher	Employ	100	09/27/10
Rachele Charlton	Substitute Teacher	Employ	100	09/30/10
Jennifer Culmer	Substitute Teacher	Employ	100	09/28/10
Natalie Day	Substitute Teacher	Employ	100	09/27/10
Melissa-Ivon Flores	Substitute Teacher	Employ	100	10/04/10
Katrina Ford	Substitute Teacher	Employ	100	09/27/10
Gina Gallo	Substitute Teacher	Employ	100	10/01/10
Patrick Goffiney	Substitute Teacher	Employ	100	09/27/10
Daniel Harman	Substitute Teacher	Employ	100	10/04/10
Sara Highhouse	Substitute Teacher	Employ	100	09/27/10
Diana Jacobson	Substitute Teacher	Employ	100	10/01/10
Charlene Kisner	Substitute Nurse	Employ	100	09/30/10
Corie Kolodge	Substitute Teacher	Employ	100	09/09/10
Tammie Lees	Substitute Teacher	Employ	100	10/07/10
Amber Mark	Substitute Teacher	Employ	100	10/07/10
Christina Pendrey	Substitute Teacher	Employ	100	10/01/10
Kristine Spencer	Substitute Teacher	Employ	100	09/29/10
Gretchen Svidal	Substitute Teacher	Employ	100	10/07/10

EXTRA DUTY ASSIGNMENT(S)

Approve daily rate, for up to 10 days, effective October 22, 2010 through January 30, 2011, to complete temporary additional duties, from special education budget #0151154321-1201, for the following personnel

Jody Goodrich

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON OCTOBER 26, 2010**

LEAVE(S) OF ABSENCE

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Patricia Ascari	Science/Nicolas Jr. High	Leave of Absence	10/22/10-01/13/11
Monah Chung	SDC Mild/Moderate Upper Grade	Leave of Absence	10/14/10-01/14/11
Ricki Drabek	Speech Language Pathologist	Leave of Absence	10/11/10-06/17/11

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 26, 2010.

Clerk/Secretary

CONSENT ITEM

DATE: October 26, 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 – October 26, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
District	Soroptimist International of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for Adventures in Science for Girls
Fern Drive	Randall Brown (Parent)	Monetary donation of \$85.00 for the school
Hermosa Drive	Hermosa Drive Elementary PTA (Community Partner)	Monetary donation of \$200.00 for Service Learning projects and laminating expenses
Hermosa Drive	Hermosa Drive Elementary PTA (Community Partner)	Monetary donation of \$1,000.00 for for Service Learning projects
Maple	Edison International Employee Contributions Campaign (Community Partner)	Monetary donation of \$60.00 for the school
Maple	Fullerton Rotary Foundation (Community Partner)	Monetary donation of \$500.00 for the school
Maple	Soroptimist International of Fullerton (Community Partner)	Monetary donation of \$1,000.00 for Mustang Ladies
Orangethorpe	Target Take Charge of Education (Community Partner)	Monetary donation of \$214.37 for the school
Parks	Mrs. Hwang Bea (Parent)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Hollon (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mrs. Kyung Jeon (Parent)	Monetary donation of \$50.00 for the school band
Parks	Mrs. Jong Im Kim (Parent)	Monetary donation of \$50.00 for the school band
Parks	Mrs. Stace Kyung Kim (Parent)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Kremer (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Lee (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Lee (Parents)	Monetary donation of \$50.00 for the school band

FULLERTON SCHOOL DISTRICT
Gifts – October 26, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Mrs. Susan Hyonsuk Lee (Parent)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Jae Park (Parents)	Monetary donation of \$80.00 for the school band
Parks	Mr. and Mrs. Loren Schavone (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mrs. Pranee Smithmatungal (Parent)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Sugimoto (Parents)	Monetary donation of \$75.00 for the school band
Parks	Mr. and Mrs. Tien (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Williams (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Wilmoth (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Sok Youn (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Lau (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Mi K. Ahn (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. & Mrs. Jang-Woo Lee (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Lemus (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Kim (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Pastrana (Parents)	Monetary donation of \$50.00 for the school band
Parks	Mr. and Mrs. Jang (Parents)	Monetary donation of \$100.00 for the school band

FULLERTON SCHOOL DISTRICT
Gifts – October 26, 2010

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Parks	Mr. and Mrs. Park (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Ghobrial (Parents)	Monetary donation of \$100.00 for the school band
Parks	Ms. Rebecca Kim (Parent)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Riseling (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Paek (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Diaz (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Kim (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mr. and Mrs. Gurley (Parents)	Monetary donation of \$100.00 for the school band
Parks	Mark Tucker and Susie Hong (Parents)	Monetary donation of \$200.00 for the school band
Raymond	Raymond School PTA (PTA)	Monetary donation of \$254.42 for the school library
Raymond	Target Take Charge of Education (Community Partner)	Monetary donation of \$314.74 for the school
Rolling Hills	Rolling Hills Education Foundation (Community Partner)	Monetary donation of \$8,000.00 for the school
Sunset Lane	BP Foundation, Inc. (Community Partner)	Monetary donation of \$25.00 for the school

CONSENT ITEM

DATE: October 26, 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 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

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 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.

GC:SS:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22B0016	MCGRAW HILL	1,396.35	1,396.35	0138055103 4100	Instructional Material K 8 / Textbooks
E22B0017	HOUGHTON MIFFLIN COMPANY	1,084.13	1,084.13	0138055103 4100	Instructional Material K 8 / Textbooks
E22C0029	ORANGE COUNTY ADMINISTRATORS O	80.00	80.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0030	CALIFORNIA MATH COUNCIL SOUTH	140.00	140.00	0130411103 5210	SLIP Instruction Beechwood / Conferences and Meetings
E22C0031	SCHOOL SERVICES OF CALIFORNIA	380.00	190.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			190.00	0153750799 5210	Business Administration DC / Conferences and Meetings
E22C0032	CALIFORNIA MATH COUNCIL SOUTH	140.00	140.00	0130230101 5210	Economic Impact Aid Fisler / Conferences and Meetings
E22C0033	CALIFORNIA MATH COUNCIL SOUTH	140.00	140.00	0109723109 5210	Suppl Grant Support Parks / Conferences and Meetings
E22C0034	ORANGE CNTY DEPARTMENT OF EDUC	1,250.00	1,250.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0035	ELSTON, LAURIE R	175.00	175.00	0151354341 5210	Health Services / Conferences and Meetings
E22C0036	SUMMIT PROFESSIONAL EDUCATION	834.00	834.00	0124154392 5210	ARRA IDEA Basic Pupil Enhance / Conferences and
E22C0037	SUMMIT PROFESSIONAL EDUCATION	179.00	179.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
E22C0038	ACTION LEARNING SYSTEMS INC	800.00	800.00	0121752101 5210	Teacher Quality Instruction / Conferences and Meetings
E22C0039	SAN DIEGO CNTY OFFICE OF EDUCA	75.00	75.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
E22D0178	FORMAL FASHIONS	819.98	819.98	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
E22D0179	CREATEFORLESS	716.91	716.91	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22D0180	SIMCO FORMAL WEAR	1,158.17	1,158.17	0110220119 4310	Choir Nicolas / Materials and Supplies Instr
E22D0181	CONCEPTS SCHOOL AND OFFICE FUR	1,275.22	1,275.22	2567050851 4310	Facilities / Materials and Supplies Instr
E22D0182	VIRCO MANUFACTURING	832.26	832.26	2567050851 4310	Facilities / Materials and Supplies Instr
E22D0183	VIRCO MANUFACTURING	373.42	373.42	2567050851 4310	Facilities / Materials and Supplies Instr
E22D0184	MUSIC IN MOTION	297.71	297.71	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
E22D0185	CM SCHOOL SUPPLY COMPANY	65.14	65.14	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22D0186	VIRCO MANUFACTURING	1,305.00	1,305.00	2567223859 4310	Fac Growth Dev Fees Parks / Materials and Supplies Instr
E22D0187	SUPPLY MASTER	1,061.22	1,061.22	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22D0188	SUPPLY MASTER	1,149.43	1,149.43	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Instr
E22D0189	ASSOCIATION FOR SUPERVISION CUR	786.99	786.99	0122417101 4310	Title III Limited Engl Ladera / Materials and Supplies Instr
E22D0190	SILICON MOUNTAIN MEMORY INC	222.33	222.33	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
E22D0191	APPLE COMPUTER INC.	212.06	212.06	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22D0192	DISPLAYS2GO	343.01	343.01	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
E22D0193	SCHOOL NURSE SUPPLY INC	270.02	270.02	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
E22D0194	DEMCO INC	111.34	111.34	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
E22D0195	K WEST PRINTING	2,401.37	2,401.37	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor
E22D0196	LAKESHORE LEARNING	246.89	246.89	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22D0197	AMAZON.COM	309.86	309.86	0110130109 4310	CSR Option II Program Fisler / Materials and Supplies Instr
E22D0198	CDW.G	337.85	337.85	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
E22M0072	TORNADO PLUMBERS AND ROOTER SU	157.69	157.69	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0073	NOVA SECURITY SYSTEMS INC	325.85	325.85	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0074	CASE PARTS	83.51	83.51	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22M0075	FRANK'S LOCK AND DOOR CLOSURE	346.69	346.69	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
E22M0076	ROTO ROOTER	8,520.00	8,520.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
E22M0077	GAMETIME	7,425.41	7,425.41	0153453819 4363	Vandalism / Materials and Supplies Repairs
E22R0220	SORENSEN, DANIELA	114.69	114.69	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22R0221	SAQR, MARIA	109.62	109.62	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
E22R0222	HALL PH.D., DAVID C	391.65	391.65	0152151749 5899	Personnel Serv Certificated DC / Other Expenses
E22R0223	SCHOLASTIC MAGAZINES	109.73	109.73	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
E22R0224	RENAISSANCE LEARNING INC	6,639.00	6,639.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0225	AVID REGION 9	400.00	400.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
E22R0226	EBSCO	999.00	999.00	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22R0227	OFFICE DEPOT BUSINESS SERVICE	21.70	21.70	0153050799 4350	Business Administration DC / Materials and Supplies
E22R0228	IXL MEMBERSHIP SERVICES	500.00	500.00	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
E22R0229	WHISNANT, KAREN	335.59	335.59	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22R0230	WHITE RHINO GRAPHICS	530.16	530.16	0109920101 4310	SSOAR Nicolas Discretionary / Materials and Supplies
E22R0231	SUPPLY MASTER	152.03	152.03	0152757789 4350	Administrative Assistant DC / Materials and Supplies
E22R0232	AEROMARK	190.35	190.35	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22R0233	AEROMARK	9.62	9.62	0141555219 4350	Fine Arts Resource Discret / Materials and Supplies Office
E22R0234	SCHOOL MATE	1,123.50	1,123.50	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
E22R0235	NATIONAL ASSOCIATION OF SECOND	81.00	81.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
E22R0236	RENAISSANCE LEARNING INC	2,914.20	2,914.20	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
E22R0237	LEE-ZARAGOZA, RACHEL	111.45	111.45	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
E22R0238	ASSOCIATION FOR SUPERVISON CUR	790.05	790.05	0109555101 4310	Beckman Science Instructional / Materials and Supplies
E22R0239	STEELE, HOLLY	157.15	157.15	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
E22R0240	PRETEND CITY CHILDREN'S MUSEUM	576.00	576.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22R0241	CDW.G	115.74	115.74	0130419103 4310	SLIP Instruction Maple / Materials and Supplies Instr
E22S0010	ALPHA SCIENTIFIC MEDICAL INC	416.51	416.51	0100000000 9320	Unrestricted / Stores
E22S0011	CANNON SPORTS INC	1,321.49	1,321.49	0100000000 9320	Unrestricted / Stores
E22X0218	ADAMSON, GREG	18,750.00	18,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0219	DAVIS, CHELSEA KREITLER	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0220	DIDYK, ROSINA	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0221	GREEN, BRYAN	16,500.00	16,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0222	HUNT, JANELL	17,250.00	17,250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0223	JUDD, MARSHA	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0224	PLATERO, DAWN L	9,000.00	9,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22X0225	PRUITT, LINDA	11,250.00	11,250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0226	SOULY, WILFRIED G.	18,750.00	18,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0227	SZABO, ISTVAN ZOLTAN	13,500.00	13,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0228	THOMAS, JULIA GREENE	18,750.00	18,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0229	VOGEL, MELANIE	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0230	WILSON, CYNTHIA ANN	12,000.00	12,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0231	COLLINS, ARIAS	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0232	ANGELI, CHRISTINE	3,750.00	3,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0233	AYEH, KATHY	15,000.00	15,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0234	ENGLAND, KATHERINE	3,750.00	3,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0235	FISHER, NICOLE	13,500.00	13,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0236	MOODY, VERONICA	14,400.00	14,400.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0237	POLL, SARI ROSE	9,900.00	9,900.00	0141555109 5805	Fine Arts Resource Instr / Consultants
E22X0238	SOUTHWEST SCHOOL SUPPLY	217.50	217.50	0125852221 4350	Proj CREATE Staff Development / Materials and Supplies
E22X0239	ACTION LEARNING SYSTEMS INC	8,100.00	8,100.00	0121352101 5805	ARRA Title I Dist Instruction / Consultants
E22X0240	FULLERTON, CITY OF	284,715.00	259,715.00 25,000.00	0132952101 5100 0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Subagreements for Afr Schl Ed Sfty Grt Cohort 6 / Consultants
E22X0241	YMCA OF ORANGE COUNTY	97,200.00	72,200.00 25,000.00	0132952101 5100 0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Subagreements for Afr Schl Ed Sfty Grt Cohort 6 / Consultants
E22X0242	BOYS AND GIRLS CLUB OF FULLERTON	223,560.00	198,560.00 25,000.00	0132952101 5100 0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Subagreements for Afr Schl Ed Sfty Grt Cohort 6 / Consultants
E22X0243	RUTAN AND TUCKER	40,000.00	20,000.00 20,000.00	0152151749 5825 0152351709 5825	Personnel Serv Certificated DC / Legal Assistance Contract Admin Discret / Legal Assistance
E22X0244	PARKER AND COVERT LLP	5,000.00	5,000.00	0152351709 5825	Contract Admin Discret / Legal Assistance
E22X0245	CHIDESTER AND ASSOCIATES, MAR	1,000.00	1,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<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>
		Fund 01 Total:	972,975.64		
		Fund 14 Total:	8,520.00		
		Fund 25 Total:	3,785.90		
		Total Amount of Purchase Orders:	985,281.54		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **10/26/2010**

FROM 09/21/2010 TO 10/04/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22M0060	CASE PARTS	50.99	+7.49	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
E22R0206	REUBEN H FLEET SCIENCE CENTER	1,046.00	+842.00	0110326109 5850	Reimburse Rolling Hills Disc / Admission Fees
E22X0055	SOUTHWEST SCHOOL SUPPLY	3,000.00	+2,000.00	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Office
E22X0087	SOUTHWEST SCHOOL SUPPLY	6,000.00	+4,500.00	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
E22X0176	SOUTHWEST SCHOOL SUPPLY	9,816.12	+2,000.00	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
E22X0196	XEROX CORPORATION	436.91	+37.84	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
E22Z0065	GORM INC	5,550.00	-750.00	0154211829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0068	GORM INC	7,050.00	-750.00	0154230829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0071	GORM INC	8,950.00	-750.00	0154217829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0076	GORM INC	9,150.00	-750.00	0154222829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0077	GORM INC	5,750.00	-750.00	0154223829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0081	GORM INC	7,450.00	-750.00	0154227829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0083	GORM INC	8,850.00	-750.00	0154229829 4360	Custodial Discretionary / Materials and Supplies Other
E22Z0086	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
E22Z0089	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
E22Z0092	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
E22Z0097	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
E22Z0098	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
E22Z0102	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
E22Z0104	GORM INC	350.00	-150.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other

Fund 01 Total: **3,087.33**
Total Amount of Change Orders: 3,087.33

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/26/2010

FROM 09/21/2010 TO 10/04/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E22V0044	APPLE COMPUTER INC.	29,658.97	29,658.97	0144157109 6410	Dist Laptop Prog Instr / New Equip Less Than \$10,000
	Fund 01 Total:	29,658.97			
	Total Amount of Purchase Orders:	29,658.97			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<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 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<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

10/26/2010

FROM 09/21/2010 TO 10/04/2010

<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 10/26/2010

FROM 09/21/2010 TO 10/04/2010

<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

10/26/2010

FROM 09/21/2010 TO 10/04/2010

PO
NUMBER VENDOR

PO CHANGE ACCOUNT
TOTAL AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/26/2010

FROM 09/21/2010 TO 10/04/2010

<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: October 26, 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 130236 THROUGH 130292 FOR THE 2010/2011 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 21, 2010 through October 4, 2010, contains purchase orders numbered 130236 through 130292 totaling \$113,695.25. There were no out-of-date sequence purchase orders or 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 130236 through 130292 for the 2010/2011 school year.

GC:LR:dlh
Attachment

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/21/2010 and 10/4/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Distributors	130242	9/22/2010	10/6/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$103.47
A & R Distributors	130256	9/27/2010	10/6/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$3,655.68
A & R Distributors	130287	9/29/2010	10/20/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$702.00
						Vendor Total:	\$4,461.15
Swift Produce	130250	9/23/2010	9/27/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$582.43
Swift Produce	130251	9/23/2010	9/28/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$156.66
Swift Produce	130252	9/23/2010	9/29/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$194.93
Swift Produce	130253	9/23/2010	9/30/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$184.39
Swift Produce	130254	9/23/2010	10/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130288	9/30/2010	10/4/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130289	9/30/2010	10/5/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130290	9/30/2010	10/6/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130291	9/30/2010	10/7/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
Swift Produce	130292	9/30/2010	10/8/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$59.90
						Vendor Total:	\$1,477.81
Gold Star Foods	130238	9/21/2010	10/1/2010				<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/21/2010 and 10/4/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods	130238	9/21/2010	10/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$2,157.68
Gold Star Foods	130240	9/21/2010	9/24/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$2,752.82
Gold Star Foods	130246	9/22/2010	9/24/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$37.51
Gold Star Foods	130248	9/23/2010	10/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$832.68
Gold Star Foods	130258	9/27/2010	10/8/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$1,377.36
Gold Star Foods	130281	9/28/2010	10/15/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$1,593.83
Gold Star Foods	130285	9/28/2010	10/15/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$921.64
Gold Star Foods	130286	9/28/2010	11/5/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$800.14
Vendor Total:							\$12,631.34
P & R	130237	9/21/2010	10/8/2010				<input type="checkbox"/>
						Sales Tax:	\$33.25
						P.O. Total:	\$413.25
P & R	130241	9/22/2010	10/8/2010				<input type="checkbox"/>
						Sales Tax:	\$42.39
						P.O. Total:	\$526.89
P & R	130255	9/27/2010	10/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$224.70
Vendor Total:							\$1,164.84
ASR Food Distributors, Inc.	130239	9/21/2010	10/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$913.20
ASR Food Distributors, Inc.	130244	9/22/2010	10/1/2010				<input type="checkbox"/>
						Sales Tax:	\$0.00
						P.O. Total:	\$126.09
ASR Food Distributors, Inc.	130283	9/28/2010	10/15/2010				<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/21/2010 and 10/4/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	130283	9/28/2010	10/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$899.58
ASR Food Distributors, Inc.	130284	9/28/2010	10/15/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$381.50
Vendor Total:						\$3,219.95
Campus Foods	130236	9/21/2010	10/6/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$788.04
Campus Foods	130243	9/22/2010	9/30/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$236.20
Campus Foods	130247	9/23/2010	9/30/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$858.00
Campus Foods	130257	9/27/2010	10/7/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$778.00
Campus Foods	130282	9/28/2010	10/14/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$167.00
Vendor Total:						\$2,827.24
Hollandia Dairy	130259	9/28/2010	9/28/2010	10/1/2010		<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,473.60
Hollandia Dairy	130260	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$1,473.60
Hollandia Dairy	130261	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,688.90
Hollandia Dairy	130262	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,154.50
Hollandia Dairy	130263	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,154.50
Hollandia Dairy	130264	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,154.50
Hollandia Dairy	130265	9/28/2010	10/1/2010			<input type="checkbox"/>

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/21/2010 and 10/4/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	130265	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$5,197.00
Hollandia Dairy	130266	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,844.10
Hollandia Dairy	130267	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,711.00
Hollandia Dairy	130268	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,990.25
Hollandia Dairy	130269	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,749.00
Hollandia Dairy	130270	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,711.00
Hollandia Dairy	130271	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,711.00
Hollandia Dairy	130272	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,761.40
Hollandia Dairy	130273	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,473.10
Hollandia Dairy	130274	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,583.60
Hollandia Dairy	130275	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,257.80
Hollandia Dairy	130276	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$4,473.10
Hollandia Dairy	130277	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$3,583.60
Hollandia Dairy	130279	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$2,932.00
Hollandia Dairy	130280	9/28/2010	10/1/2010			<input type="checkbox"/>
					Sales Tax:	\$0.00
					P.O. Total:	\$10,078.02

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/21/2010 and 10/4/2010

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
						Vendor Total: \$86,352.57
U.S. Foodservice, Inc.	130245	9/22/2010	9/29/2010			<input type="checkbox"/>
						Sales Tax: \$0.00
						P.O. Total: \$780.05
U.S. Foodservice, Inc.	130249	9/23/2010	9/29/2010			<input type="checkbox"/>
						Sales Tax: \$0.00
						P.O. Total: \$280.30
						Vendor Total: \$1,060.35
Ramco Refrigeration	130278	9/28/2010	9/28/2010			<input type="checkbox"/>
						Sales Tax: \$0.00
						P.O. Total: \$500.00
						Vendor Total: \$500.00

GRAND TOTAL \$ 113,695.25

CONSENT ITEM

DATE: October 26, 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 75610 THROUGH 75747 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 75610 through 75747 for the 2010/2011 school year totaling \$1,281,723.06. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,229,032.47
12 Child Development	5,413.38
14 Deferred Maintenance	14,179.76
21 Building Fund	0.00
25 Capital Facilities	0.00
68 Workers' Compensation	33,097.45
81 Property/Liability Insurance	0.00
Total	\$1,281,723.06

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 75610 through 75747 for the 2010/2011 school year.

GC:SS:gs

CONSENT ITEM

DATE: October 26, 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 7867 THROUGH 7884 FOR THE 2010/2011 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 7867 through 7884 for the 2010/2011 school year. The total amount presented for approval is \$4,720.34.

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 7867 through 7884 for the 2010/2011 school year.

GC:LR:dlh

CONSENT ITEM

DATE: October 26, 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 SUBMISSION OF THE 2011/2012 CONTINUED FUNDING APPLICATION FOR CHILD CARE AND DEVELOPMENTAL PROGRAMS**

Background: Fullerton School District operates a State Preschool Program funded through the Child Development Division of the State Department of Education. Fullerton's State Preschool Program serves 360 three and four-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park and Woodcrest Schools. The program is three hours daily for 180 days per year.

Rationale: State Preschool is an Early Childhood Education Program for a group of children that might not otherwise have a preschool experience, thereby preparing them for future school success.

Funding: The contract for the 2011/2012 State Preschool Program will be \$1,323,683.00 to be applied to Child Development Funds (#12).

Recommendation: Approve submission of the 2011/2012 Continued Funding Application for Child Care and Developmental Programs.

MLD:MC:ln
Attachment

CD-3704 Form
 Revised September 2010

One (1) original and two (2) complete copies of all required forms must be received by **Wednesday, December 1, 2010, 5 p.m. to:**

FY 2011-12 Continued Funding Application
 Child Development Division
 California Department of Education
 1430 N Street, Suite 3410
 Sacramento, CA 95814-5901

Fiscal Year 2011-12 Continued Funding Application

Legal Name of Contractor	Fullerton Elementary School District	
County: Orange	Vendor Number: 306650	Federal Identification Number (FIN): 95-6001405
Executive Director: Mitch Hovey Ed.D.	Program Director: Marilee Cosgrove	
Address: 1401 W. Valencia Drive	Address: 1401 W. Valencia Drive	
City: Fullerton	City: Fullerton	
ZIP Code: 92833	ZIP Code: 92833	
Telephone Number: 714 447-7400	Telephone Number: 714 447-2858	
Fax Number: 714 447-7468	Fax Number: 714 447-7468	
E-mail Address: Mitch_hovey@fsd.k12.ca.us	E-mail Address: Marilee_cosgrove@fsd.k12.ca.us	

Board of Director Chairperson: Beverly Berryman (School Board)	Telephone Number: 714 447-7400
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Under penalty of perjury, I certify as the authorized contractor representative, that all applicable state and federal statutes and regulations will be observed for the programs marked. I also certify that all completed forms accurately describe program operations.	
Authorized Representative Signature: Mitch Hovey Ed. D.	Date: October 12, 2010
Name and Title of Authorized Representative: Superintendent	Telephone Number: 714 447-2858

This contractor is currently funded for all contracts identified with a check mark below for this fiscal year. The contractor agrees to continue implementation of these programs during fiscal year 2011-12 with funds provided by the CDE.

Current Contracts (Check all that are applicable)

Center-Based and Family Child Care Home Programs

- California State Preschool (CSPP)
- Center-Based Child Care, General (CCTR)
 - Infant/Toddler
 - School-Age
- Family Child Care Home Education Networks (CFCC)
- Program for Special Needs Children (Handicapped) (CHAN)
- Migrant ,Center-Based (CMIG) and Migrant Specialized Services (CMSS)

Alternative Payment Programs

- Alternative Payment (CAPP)
- CalWORKs Stage 2 (C2AP)
- CalWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- Resource and Referral (CRRP)

CONSENT ITEM

DATE: October 26, 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 October 11, 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: 10/11/10
PRESENTED TO THE BOARD OF TRUSTEES: 10/26/10

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Leatrice	Larson	Playground Sup./sub	Add worksite	09/10/10	10		100	B11/1
Jennifer	Martinez	Instr. Asst./Rec.	Change last name from Holden	09/10/10	60	18.0/wk		B11/3
Jody	Lebs	Playground Sup.	Change to regular status	08/30/10	21	2.30	100	B11/1
Maritza	Saldana	Playground Sup.	Change to regular status	08/30/10	21	2.00	100	B11/1
Estella	Tapia-Mendez	Playground Sup.	Change to regular status	08/30/10	21	2.30	100	B11/1
Kimberly	Azizadah	Playground Sup./sub	Change to substitute status	08/26/10	13		100	B11/1
Julia	Fowler	Playground Sup./sub	Change to substitute status	08/30/10	21		100	B11/1
Juliana	Gordillo	Playground Sup./sub	Change to substitute status	08/30/10	21		100	B11/1
Guadalupe	Loza	Playground Sup./sub	Change to substitute status	08/30/10	21		100	B11.1
Erika	Rodriguez	Social Service Asst.	Extra summer work 8/1-8/19/10	08/01/10	60		310	B17/6
Tania	Ruiz	Social Service Asst.	Extra summer work 8/1-8/19/10	08/01/10	60		318	B17/6
Margarita	Hernandez	Instr. Asst./BB	Extra summer work 8/25-8/27/10	08/25/10	21		318	B14/6
Janet	Rios	Instr. Asst./Rec.	Extra summer work 8/26/10	08/26/10	12		310	B11/4
Mary	Marquez	Clerical Asst. I/ LT	Hire limited term (9/27-3/25/11)	09/27/10	17	10.0/wk	304	B17/1
Adam	Luna	Ed. Media Asst.	Hire probationary status	09/14/10	11	10.0/wk	403	B19/1
Orhue	Ogbebor	Instr. Asst./Rec.	Hire probationary status	09/14/10	15	12.5/wk	302/304	B11/1
Renee	Pinon	Instr. Asst./Rec.	Hire probationary status	09/13/10	30	12.0/wk	302/304	B11/1
Valeria	Rodriguez	Instr. Asst./Rec.	Hire probationary status	09/21/10	11	8.0/wk	302	B11/1
Carrie	Allers	Playground Sup.	Hire regular status	09/20/10	23	1.00	100	B11/1
Kristina	Goltz	Playground Sup.	Hire regular status	09/13/10	23	1.00	100	B11/1
Lauren	Shea	Playground Sup.	Hire regular status	09/29/10	23	1.00	100	B11/1
Roxanne	Anderson	Food Service Asst. I/sub	Hire substitute status	09/10/10	90		606	B08/1
Theresa	Garrison	Food Service Asst. I/sub	Hire substitute status	09/10/10	90		606	B08/1
Briana	Mendoza	Food Service Asst. I/sub	Hire substitute status	09/16/10	90		606	B08/1
Evangelia	Stenos	Food Service Asst. I/sub	Hire substitute status	09/15/10	90		606	B08/1
Brenda	Verbeck	Food Service Asst. I/sub	Hire substitute status	09/21/10	90		606	B08/1
Antonio	Arenas	Playground Sup./sub	Hire substitute status	09/30/10	11		100	B11/1
Claudia	Castellon	Playground Sup./sub	Hire substitute status	09/21/10	21		100	B11/1
Jill	DeFalco	Playground Sup./sub	Hire substitute status	09/27/10	26		100	B11/1
Martha	Garner	Playground Sup./sub	Hire substitute status	09/10/10	29		100	B11/1
Jennifer	Kates	Playground Sup./sub	Hire substitute status	09/20/10	15		100	B11/1
Beatriz	Martinez	Playground Sup./sub	Hire substitute status	09/10/10	13		100	B11/1
April	Olson	Playground Sup./sub	Hire substitute status	09/13/10	21		100	B11/1
Urvi	Patel	Instr. Asst./SE I	Hire substitute status/remove SLPA/L.T.	08/30/10	99		999	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/11/10
PRESENTED TO THE BOARD OF TRUSTEES: 10/26/10

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Florence	Deveney	Playground Sup.	Increase hours	08/30/10	26	3.00	100	B11/1
Rebecca	Hall	Playground Sup.	Increase hours	08/30/10	26	1.50	100	B11/1
Elizabeth	Lujan	Playground Sup.	Increase hours	08/30/10	21	2.80	100	B11/1
Nancy	Morey	Playground Sup.	Increase hours	08/30/10	21	3.20	100/304	B11/1
Marilyn	Nguyen	Instr. Asst./Rec.	Increase hours from 10 hrs/wk.	08/30/10	60	19.5/wk	85	B11/1
Barbara	Foster	Instr. Asst./SE I	Increase hours from 3.0 to 3.5	08/30/10	22	3.50	242	B14/6
Nancy	Green	Playground Sup.	Increase hours from 7.5/wk	08/30/10	18	8.0/wk	100	B11/1
Marilee	Cosgrove	Director of Child Care Svcs.	Longevity increase	09/01/10	60	8.00		M18/3
Michael	Brito	Director of Transportation	Longevity increase	08/01/10	56	8.00	565/566	M18/3
Debra	Fry	Payroll Cordinator	Longevity increase	10/01/10	50	8.00		M07/3
Linda	Jimenez-Martinez	Sup. Child Care Svcs.	Longevity increase	09/01/10	60	8.00		M09/3
Ronald	Mullins	Sup. Purchasing/Stores	Longevity increase	10/01/10	50	8.00		M13/3
Roxana	Avilez	Bus Driver	New school year route	08/25/10	56	29.8/wk	565/566	B21/6
Diane	Bardwell	Bus Driver	New school year route	08/25/10	56	28.4/wk	565/566	B21/4
Albert	Barragan	Bus Driver	New school year route	08/25/10	56	26.4/wk	565/566	B21/4
David	Berdeja	Bus Driver	New school year route	08/25/10	56	26.8/wk	565/566	B21/4
Georgina	Corrales	Bus Driver	New school year route	08/25/10	56	25.0/wk	565	B21/2
Yvonne	Esqueda	Bus Driver	New school year route	08/25/10	56	29.6/wk	565/566	B21/6
Maria Terry	Gonzalez	Bus Driver	New school year route	08/25/10	56	29.1/wk	565/566	B21/6
Debbie	Javelosa	Bus Driver	New school year route	08/25/10	56	31.3/wk	565/566	B21/6
Donna	Jensen	Bus Driver	New school year route	08/25/10	56	29.5/wk	565/566	B21/6
Proceso	Jusay	Bus Driver	New school year route	08/25/10	56	27.1/wk	565/566	B21/6
Karen	Kingston	Bus Driver	New school year route	08/25/10	56	33.9/wk	565/566	B21/6
Ramon	Loza	Bus Driver	New school year route	08/25/10	56	31.2/wk	565/566	B21/6
Cristi	Medina	Bus Driver	New school year route	08/25/10	56	29.9/wk	565/566	B21/6
Ana	Navarette	Bus Driver	New school year route	08/25/10	56	28.0/wk	565/566	B21/6
Delfia	Orantes	Bus Driver	New school year route	08/25/10	56	26.9/wk	565/566	B21/6
Reina	Osorio	Bus Driver	New school year route	08/25/10	56	28.0/wk	565/566	B21/6
Oralia	Pirali	Bus Driver	New school year route	08/25/10	56	29.9/wk	565/566	B21/6
Khotir	Pou	Bus Driver	New school year route	08/25/10	56	29.4/wk	565/566	B21/5
Maria E.	Quinoes	Bus Driver	New school year route	08/25/10	56	26.0/wk	565/566	B21/6
Dorothy	Thom	Bus Driver	New school year route	08/25/10	56	32.3/wk	565/566	B21/6
Sandra	Trejo	Bus Driver	New school year route	08/25/10	56	25.4/wk	565	B21/3
Thomas	Vasquez	Bus Driver	New school year route	08/25/10	56	28.1/wk	565/566	B21/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/11/10
PRESENTED TO THE BOARD OF TRUSTEES: 10/26/10

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Nina	Wilson	Bus Driver	New school year route	08/25/10	56	30.2/wk	565	B21/6
Jacklyn	Fertal	Instr. Asst./SE II B	Resignation	09/16/10	15	3.80	248	B14/3
Kelly	Marquez	Instr. Asst./Rec.	Resignation on probation	09/24/10	60	19.75/wk	329	B11/1
Marissa	Olivas	Instr. Asst./Rec./sub	Separation - no longer available	09/21/10	60		999	B11/1
Elizabeth	Parra	Instr. Asst./SE I/sub	Separation - no longer available	09/22/10	99		999	B14/1
Bethany	Robinson	Playground Sup.	Separation - no longer available	09/15/10	10	3.0/wk	100	B11/1
Jennifer	Serna	Playground Sup./sub	Separation - no longer available	08/30/10	21		100	B11/1
Monica	Wilson	Playground Sup./sub	Separation - no longer available	08/26/10	13		100	B11/1
Melissa	Valencia	Account Clerk II	Step raise	10/01/10	50	8.00		B24/6
Alberto	Barragan	Bus Driver	Step raise	10/01/10	56	26.4/wk		B21/5
Leticia	Cortez	Risk Management Clerk	Step raise	10/01/10	56	8.00		B21/6
Tai Yung	Mak	Food Service Asst. I	Step raise	10/01/10	90	2.00		B08/6
Francisca	Ramirez	Food Service Asst. I	Step raise	10/01/10	90	2.00		B08/4
Lydia	Rosas	Instr. Asst./BB	Step raise	10/01/10	60	19.5/wk		B14/5
Young	Paik	Instr. Asst./BBK	Step raise	10/01/10	13	12.0/wk		B14/4
Varsha	Bhatt	Instr. Asst./Rec.	Step raise	10/01/10	60	19.5/wk		B11/3
Jessica	Farias	Instr. Asst./Rec.	Step raise	10/01/10	29	3.50		B11/5
Erika	Pereyra	Instr. Asst./Rec.	Step raise	10/01/10	60	19.75/wk		B11/3
Gary	Ramirez	Instr. Asst./Rec.	Step raise	10/01/10	60	19.5/wk		B11/2
Elizabeth	Romero	Instr. Asst./Rec.	Step raise	10/01/10	60	19.5/wk		B11/3
Denise	Ruiz	Instr. Asst./Rec.	Step raise	10/01/10	60	19.5/wk		B11/3
Margaret	Dann	Instr. Asst./SE II B	Step raise	10/01/10	12	3.80		B14/5
Heidi	Harris	Ed. Media Asst.	Temporary additional hrs. 8/30-11/30/10	08/30/10	21	10.0/wk	97	B19/6
Valeh	Khavari	AVID Tutor	Terminate - no longer available	08/30/10	20			
Jassey	Navarro	Clerical Asst. II	Transfer 6 hours to Rolling Hills	08/11/10	26/54	8.00	403/420	B19/6
Janet	Rios	Instr. Asst./Rec.	Transfer from ASP R.H. to Pre-K Orange	08/30/10	21	17.5/wk	318	B11/4
Jane	Rios	Instr. Asst./Rec.	Transfer from ASP R.H. to Pre-K Comm.	09/13/10	12	3.50	310	B11/4
Veronica	Escobedo	Instr. Asst./Rec.	Transfer from ASP: Acacia to Beech	08/30/10	60	19.5/wk	85	B11/2
Jamie	Chapman	After School Site Lead	Transfer from ASP: Acacia to G.H.	08/30/10	60	8.00	85	B18/5
Emmanuel	Moran	Instr. Asst./Rec.	Transfer from ASP: Fern to Woodcrest	08/30/10	60	19.5/wk	329	B11/3
Kelly	Marquez	Instr. Asst./Rec.	Transfer from ASP: Pac. Dr. to R.H.	09/27/10	60	19.5/wk	85	B11/1
Patricia	Otto-Gaskill	Instr. Asst./Rec.	Transfer from ASP: R.H. to Sunset	09/27/10	60	19.5/wk	85	B11/5
Denise	Ruiz	Instr. Asst./Rec.	Transfer from ASP: Richman to Pac. Dr.	08/30/10	60	19.5/wk	329	B11/2
Rene	Garcia	Instr. Asst./Rec.	Transfer from ASP: Woodcrest to Pac. D	09/27/10	60	19.75/wk	329	B11/4

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/11/10
PRESENTED TO THE BOARD OF TRUSTEES: 10/26/10

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Evelyun	Pena	Instr. Asst./BB	Transfer from ASP-Richman to Pre-K	09/20/10	21	19.5/wk	318	B14/3
Jesus	Miramontes	Instr. Asst./SE II B	Transfer from Ladera Vista to R.H.	09/20/10	26	3.50		B14/6
Victoria	Huston	Instr. Asst./Rec.	Transfer from Pre-K: Common to Maple	08/30/10	19	3.50	310	B11/2
Maria L.	Garcia	Instr. Asst./BB	Transfer from Pre-K: Maple to Orange	08/30/10	21	3.50	318	B14/6
Maria	Wirtz	Instr. Asst./BB	Transfer from Pre-K: Orange to Maple	08/30/10	19	3.50	310	B14/6
Karren	Martin	Instr. Asst./SE I	Transfer from R.H. to Ladera Vista	09/20/10	17	15.5/wk		B14/4
Tania	Ruiz	Social Service Asst.	Transfer from Richman Family Ctr.	09/17/10	60	8.00		
Rosalia	Martinez	Sup. Child Care Svcs.	Transfer from Richman Family Ctr.	09/17/10	60	8.00		
Margaret	Dann	Instr. Asst./SE II B	Transfer from Rolling Hills to Common	08/30/10	12	3.80	241	B14/4
Ellen	Ballard	Board Member	Voluntary 5.25% salary reduction	07/01/10	57			
Beverly	Berryman	Board Member	Voluntary 5.25% salary reduction	07/01/10	57			
Minard	Duncan	Board Member	Voluntary 5.25% salary reduction	07/01/10	57			
Hilda	Sugarman	Board Member	Voluntary 5.25% salary reduction	07/01/10	57			
Lynn	Thornley	Board Member	Voluntary 5.25% salary reduction	07/01/10	57			
Oscar	Castro	Custodian II	Working out of class 10/1-11/23/10	10/01/10	30	8.00	542	B24/1
Mike	Stenner	Del. Behind the Wheel Trn.	Working out of classification	08/25/10	56	8.00	565/566	B23/6
Richard	Davis	Locksmith	Working out of classification as needed	09/27/10	53	8.00		B30/5

CONSENT ITEM

DATE: October 26, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: **APPOINT NANCY SPENCER AS CLASSIFIED EMPLOYEES' PERSONNEL COMMISSIONER EFFECTIVE DECEMBER 1, 2010**

Background: Nancy Spencer is currently serving as the appointee of the classified employees to the Personnel Commission. Her current three-year term expires December 1, 2010. California School Employees Association, Chapter #130 has announced their desire to reappoint Nancy Spencer to the Personnel Commission.

Rationale: Pursuant to Education Code Section 45246, the Governing Board shall appoint the nominee of the classified employees to the Personnel Commission, to be effective on the date on which the vacancy would occur.

Funding: Not applicable.

Recommendation: Appoint Nancy Spencer as Classified Employees' Personnel Commissioner effective December 1, 2010.

KC:ph

CONSENT ITEM

DATE: October 26, 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 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**

Background: Centralia School District provides services for deaf/hard of hearing students for Orange County districts who do not have enough students to hire an audiologist or a credentialed teacher of the deaf. This "Regional" program provides itinerant audiological services for students attending our schools and provides classes in Centralia for students with significant hearing loss who need to be instructed by a specially trained teacher.

A copy of the Memorandum of Understanding (MOU) is available in the Superintendent's office for review.

Rationale: At the request of all NOC SELPA districts, an MOU and written procedures were created to be clear that districts would be billed correctly.

Funding: Special education funds are used for these specialized services.

Recommendation: 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.

JM:LR:vr

CONSENT ITEM

DATE: October 26, 2010
TO: Mitch Hovey, Ed.D., Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FOR OCTOBER 27, 2010 THROUGH JUNE 30, 2011

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

A copy of the Agreement and all related exhibits are available for review in the Superintendent's office.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School for October 27, 2010 through June 30, 2011.

JM:nm

CONSENT ITEM

DATE: October 26, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FOR OCTOBER 27, 2010 THROUGH JUNE 30, 2011

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer* and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

A copy of the Agreement and all related exhibits are available for review in the Superintendent's office.

Rationale: Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Ocean Institute for Outdoor Science School for October 27, 2010 through June 30, 2011.

JM:nm

CONSENT ITEM

DATE: October 26, 2010

TO: Mitch Hovey, Ed.D., Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE PALI INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FOR OCTOBER 27, 2010 THROUGH JUNE 30, 2011**

Background: The Pali Institute conducts an overnight Outdoor Education and Science Program in the San Bernardino mountain area near Lake Arrowhead. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. The Pali Institute has been approved by Risk Management with the exception of the following curriculum courses: Zero Gravity course, High Ropes course, and the Rock Wall course. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Pali Institute program.

The Outdoor Science School Agreement was developed for the Fullerton School District by OCDE Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Pali Institute.

A copy of the Agreement and all related exhibits are available for review in the Superintendent's office.

Rationale: The Pali Institute Outdoor Education and Science Program is a unique and hands-on education program. The mission of the Pali Institute is to introduce experiential education to young people by providing progressive learning experiences that extend far beyond classroom walls. The curriculum programs are aligned with California science and social science standards and allow students to interact with these concepts in a real world setting.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement between Fullerton School District and the Pali Institute for Outdoor Science School for October 27, 2010 through June 30, 2011.

JM:nm

CONSENT ITEM

DATE: October 26,2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: APPROVE AGREEMENT WITH YMCA OF METROPOLITAN LOS ANGELES - CAMP WHITTLE FOR OUTDOOR SCIENCE SCHOOL FOR OCTOBER 27, 2010 THROUGH JUNE 30, 2011

Background: Camp Whittle conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Camp Whittle. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp Whittle program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp Whittle.

A copy of the Agreement and all related exhibits are available for review in the Superintendent's office.

Rationale: Outdoor Science Schools, such as Camp Whittle, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with YMCA of Metropolitan Los Angeles - Camp Whittle for Outdoor Science School for October 27, 2010 through June 30, 2011.

JM:nm

CONSENT ITEM

DATE: October 26, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY STUDENT PLACEMENT AGREEMENT WITH UNIVERSITY OF SOUTHERN CALIFORNIA COMMENCING SEPTEMBER 24, 2010 THROUGH SEPTEMBER 23, 2011

Background: University of Southern California is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the District for providing master teachers to teacher candidates. The University will pay an honorarium of \$500 to each master teacher.

The agreement is for a one-year period and may be terminated by either party with written notice. Absent termination by either party, upon completion of the initial term of this Agreement as set forth, this Agreement shall automatically renew for successive one-year periods.

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

Funding: Not applicable.

Recommendation: Approve/Ratify Student Placement Agreement with University of Southern California commencing September 24, 2010 through September 23, 2011.

MLD:nm
Attachment



**Rossier School
of Education**

MAT@USC Program

September 24, 2010

*Mark Douglas
Assistant Superintendent of Personnel Services
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833*

Dear Mr. Douglas:

We're excited about working with you and your faculty to help train a new generation of great teachers. To make our relationship most effective, we've created this agreement. Please feel free to email or call us if any of its terms are unclear or problematic.

Term and Parties

This Agreement will be effective from *September 24, 2010 to September 23, 2011*, and is between:

The University of Southern California ("USC") is a California nonprofit educational institution; our address is Waite Phillips Hall, 3470 Trousdale Parkway, Los Angeles, CA 90089. Our program (the "Program") is a Master of Arts in Teaching.

2tor, Inc. ("2tor") is a Delaware corporation; its office is at 8201 Corporate Drive, Suite 190, Landover, Maryland 20785. USC and 2Tor are collectively referred to herein as "we"; and

You are Fullerton School District ("You"); your address is 1401 W. Valencia Drive, Fullerton, CA 92833 (the "School or District").

You, 2tor and USC are the "Parties."

Placement of USC's Program Teacher Candidates.

1. *Cooperating Schools:* You will host a teacher candidate or candidates during a period of observation and/or practice, allowing them to observe students and/or teach well planned lessons mediated by Master Teachers. This will occur during school operating hours and in multiple classrooms. These aspects of learning to teach may also extend to interviewing teachers, school leaders, students, and other members of the school community.

You may terminate any teacher candidate for any violation of your regulations or for other reasonable cause in accordance with your standard policies or practice.

2. *Master Teachers:* Through your recommendation, our observation and candidate reference, we will identify teachers working within the School or District, based on their experience, that we believe would make outstanding Master Teachers to supervise and prepare teacher candidates. Both you and we must approve the participation of any teacher as a Master Teacher, but you will make your best effort to approve enough Master Teachers to place the teacher candidates as mentioned above. If a Master Teacher is unable to perform his or her duties pursuant to this Agreement, the District agrees to provide the teacher candidate with the best possible alternative Master Teacher to supervise and prepare the teacher candidate, and not a substitute teacher who the District employs as a replacement for the original Master Teacher.

3. *Honorarium:* 2tor will pay an honorarium of \$500 to each Master Teacher for participation in the Program. We may end an individual's participation as a Master Teacher at any time for any reason, in which case the honorarium will be paid pro rata.

4. *Consent for Video:* The performance in the classroom of teacher candidates may be videorecorded, and information about teacher candidates may be obtained by USC or 2tor. The School or District will provide reasonable assistance to teacher candidates in obtaining signed video release forms and other necessary consents from each Master Teacher and your students.

Post-Graduation Employment of USC's Candidates

5. *Hiring:* As described, you are hosting some number of USC's teacher candidates in your schools. You will make a reasonable effort to offer these teacher candidates an interview for a full-time teaching position following successful completion of the Program. Should you hire him or her, you make no promise of tenure or any other differential treatment.

Legal Matters

6. *Compliance with Law.* Despite anything else in this Agreement, each party to this Agreement will comply with applicable law. We will take all commercially reasonable measures to protect personally-identifiable data about your students consistent with the Family Education Rights and Privacy Act ("FERPA"), and work with you to adhere to your background check policy.

7. *Lack of Employment Relationship.* Master Teachers are your employees, not ours. Neither USC nor 2tor will hire or otherwise determine any Master Teacher's employment by you. We won't pay any Master Teacher's wages, salary, benefit or compensation of any kind, except that (with your permission) 2tor will pay an honorarium to each Master Teacher for participation in the Program. Further, neither 2tor nor USC will supervise or control any Master Teacher during the course of his or her employment by you, except that we will monitor training and feedback given by Master Teachers to teacher candidates.

It is understood and agreed that teacher candidates are not to be considered employees of USC, 2tor or the District. Teacher candidates are fulfilling specific requirements for in-classroom experience as a part of the MAT@USC degree program, led by USC faculty members, which includes assignments that will be completed in the cooperating school setting.

8. *Termination & Renewal.* Any Party may terminate this Agreement with or without cause by providing the other parties written notice pursuant to Section 11. Termination will be effective at the end of the school year during which the notice of termination is issued. For the avoidance of doubt, other than where a District removes a teacher candidate pursuant to Section 1 above, the District shall permit current teacher candidates to complete the current school year at the time of termination. Absent termination by either party pursuant to this Section 8, upon completion of the initial term of this Agreement as first set forth above, this Agreement shall automatically renew for successive one year periods.

9. *Final Agreement.* This Agreement is the final, complete expression of agreement. It supersedes any and all prior or contemporaneous agreements or understandings, written or oral, among the Parties regarding its subject matter and may not be changed without written agreement of each Party.

10. *Indemnification.* USC agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of USC, its employees, agents, trustees or representatives.

2tor agrees to indemnify, defend and hold harmless you, your employees, agents, and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of 2tor, its employees, agents, trustees or representatives.

You agree to indemnify, defend and hold harmless USC and 2tor, their employees, agents, trustees and representatives, from all claims, actions, awards or judgements for damages, including costs, expenses and attorneys' fees where liability is found to exist by reason of the acts or omissions of your employees, agents or representatives.

11. *Notices.* All notices, requests, or demands to or upon any Party under this Agreement will be in writing, and will be deemed given on the date received (or on the next date if such confirmation is not by 3pm), addressed as follows:

For 2tor

2tor, Inc.
8201 Corporate Drive • Suite 190
Landover, MD 20785
Attn: Office of Placement Services
Fax: (888) 878-5380

With a copy to:

Obermayer Rebmann Maxwell &
Hippel LLP
One Penn Center – Suite 1900
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103-1895
Attn: Todd J. Glassman, Esq.
Fax: (215) 665-3165

For USC

University of Southern California
Rossier School of Education
1149 S. Hill Street Suite H375
Los Angeles, CA 90015
Attn: Erika Klein, Director
Fax: (213) 743-1550

For School or District

Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Tel: (714) 447-7450
Fax: (714) 447-7538

12. *Limitation of Liability.* No party will be liable to another or to any other person for any reason for any indirect, consequential, incidental, exemplary, punitive, or special damages, of any nature or character, including, but not limited to, damages for loss of goodwill, profits or data, work stoppage, or material computer failure or malfunction, whether in an action in contract,

tort, or otherwise, arising out of or in connection with this Agreement, even if the party at fault or in breach has been advised of the possibility of such damages.

13. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

14. *Descriptive Headings; Interpretation.* The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the word “including” in this Agreement will be by way of example rather than by limitation.

15. *Binding Effect.* This Agreement will be binding upon, and will inure to the benefit of its parties and their respective legal representatives, predecessors, beneficiaries, successors, controlling persons, affiliates, subsidiaries, parents, assigns, officers, directors, employees, and agents.

16. *Counterparts.* This Agreement may be executed in one or more counterparts, including by facsimile. All executed counterparts together will be deemed to be one and the same instrument.

17. *Governing Law.* This Agreement will be construed by and governed under the laws of the State of California, without regard to its conflict of laws principles.

18. *Waiver of Jury Trial.* The Parties hereby irrevocably and unconditionally waive trial by jury in any action or proceeding arising out of, in connection with or relating to this Agreement.

19. *Authorization to Sign.* Each person signing this Agreement represents and warrants that he/she is authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

20. *Confidentiality.* During the term of this Agreement and for a period of two years thereafter, each Party will maintain as confidential and will not use or disclose (except as required by applicable law or as authorized in writing by the other Parties) any information or materials relating to this Agreement.

Again, we look forward to working with you!

UNIVERSITY OF SOUTHERN
CALIFORNIA, ON BEHALF OF THE

ROSSIER SCHOOL OF EDUCATION

2tor INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Please sign below if these terms are acceptable

School or District: _____

By: _____

Name:

Title:

CONSENT ITEM

DATE: October 26, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Lauralyn Eschner, Coordinator, Visual and Performing Arts

SUBJECT: 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

Background: Fullerton School District was one of 33 projects in the U.S. that received a four-year Arts-in-Education Model Development and Dissemination (AEMDD) grant offered by the US Department of Education. The total grant award is over \$1 million with \$271,688.00 allocated to support project planning and implementation in year one. Project CREATE! (Children Reaching Excellence in the Arts and Academics Through Engagement), is a comprehensive arts education model that provides sequential, standards-based lessons in music, visual art, dance, theatre, and digital filmmaking to second through sixth grade at-risk students in Title I schools. This model also delivers an in-depth and ongoing professional development component for classroom teachers to implement powerful integrated arts lessons via strong collaboration with expert artist/educators and curriculum experts. Additionally, this project will provide a study to explore how Project CREATE!'s arts and integration model impacts academic performance in reading and mathematics. Project CREATE! was conceived and designed through a dynamic partnership between FSD and California State University, Fullerton.

Attached is a sample contract for Chelsea Kreitler Davis, Artists-Arts Education, and a sample contract for Brian Kohl, Arts BusLab Artist/Driver. Remaining contracts for Rosina Didyk, Linda King Pruitt, Cynthia Ryanan, and Melanie Vogel are available in the Superintendent's office for review.

Rationale: The Arts in Education Model Development and Dissemination grant provides for six artist/educators, and the positions are included within the budget to teach and provide professional development in the Project CREATE! Program. The artist/educators are experts within their fields and have taught in the *All the Arts for All the Kids* program for many years.

Funding: The total cost is not to exceed \$32,280.00 (four Artists-Arts Education at \$4,860.00 and two Arts BusLab Artist/Drivers at \$6,420.00) and is to be paid from the Arts-in Education Model Development and Dissemination (AEMDD) grant.

Recommendation: 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.

JM:LE:nm
Attachments

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Chelsea Kreitler Davis, Address on File**, 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: **Participate in collaborative planning meetings with grant partners from FSD and CSUF. Research, design and implement high-quality lessons in the visual and performing arts aligned to both the national arts standards and core standards in Mathematics and/or Reading. Design and implement teacher professional development workshops in the arts, to take place throughout the academic year as stipulated in the project CREATE grant. Provide on-the-job mentorship and coaching to the teacher during the 4 additional arts lessons (beyond the normal All the Arts lessons) provided for in the grant. Conduct planning meetings with teachers as part of on-going mentorship. Participate in evaluation and assessment administered by the grant partners at CSUF. Provide on-going feedback to the administrators of the grant (Lauralyn Eschner and/or Rebecca Faubion) for continuous improvement. Document instructional processes via note-taking and/or audio records, to be shared as needed for grant reporting purposes.**

2. Term. CONTRACTOR shall commence providing services under this

AGREEMENT on **September 7, 2010 – June 30, 2011**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Four Thousand Eight Hundred and Sixty Dollars (\$4,860.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

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

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **artist/educators may use District-owned artifacts, posters, and teaching tools**. 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:
Chelsea Kreitler Davis
On File

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 26th DAY of October 2010

Fullerton School District
(Name of District)

Chelsea Kreitler Davis
(Contractor Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Chelsea Kreitler Davis
Typed Name

Superintendent
Title

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 **Brian Kohl, Address on File**, 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:

Provide expert instruction in digital photography and filmmaking to all participating classrooms in the Project CREATE grant. Work with students and teachers to plan, storyboard, rehearse, direct, act and film short films related to core curriculum standards. In addition, assist in the planning and implementation of a mid-year teacher professional development institute for all classroom teachers participating in Project CREATE.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **September 7, 2010 – June 30, 2011**

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Six Thousand Four Hundred and Twenty Dollars (\$6,420.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

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

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

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **artist/educators may use District-owned cameras, computers and other equipment designated for the Arts LAB**. 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.

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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.
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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."

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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.

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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.

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

CONTRACTOR:
Brian Kohl
On File

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.

CONSENT ITEM

DATE: October 26, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Lauralyn Eschner, Coordinator, Visual and Performing Arts

SUBJECT: **APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CALIFORNIA STATE UNIVERSITY, FULLERTON EFFECTIVE AUGUST 1, 2010 THROUGH JUNE 30, 2011**

Background: Fullerton School District was one of 33 projects in the U.S. that received a four-year Arts-in-Education Model Development and Dissemination (AEMDD) grant offered by the US Department of Education. The total grant award is over \$1 million with \$271,688.00 allocated to support project planning and implementation in year one. Project CREATE! (Children Reaching Excellence in the Arts and Academics Through Engagement), is a comprehensive arts education model that provides sequential, standards-based lessons in music, visual art, dance, theatre, and digital filmmaking to second through sixth grade at-risk students in Title I schools. This model also delivers an in-depth and ongoing professional development component for classroom teachers to implement powerful integrated arts lessons via strong collaboration with expert artist/educators and curriculum experts. Additionally, this project will provide a study to explore how Project CREATE!'s arts and integration model impacts academic performance in reading and mathematics. Project CREATE! was conceived and designed through a dynamic partnership between FSD and California State University, Fullerton (CSUF).

Rationale: The Arts in Education Model Development and Dissemination grant provides for CSUF to design, field-test and implement assessment tools, collect and analyze the assessment data, coordinate all activities involving participating CSUF faculty involved in the project, to participate in and host the Professional Development Institutes, as well as to act as the liaison between FSD, CSUF and the Placentia/Yorba Linda School District control schools.

Funding: The cost is not to exceed \$127,000.00 and is to be paid from the Arts-in-Education Model Development and Dissemination (AEMDD) grant.

Recommendation: Approve/Ratify Agreement between Fullerton School District and California State University, Fullerton, effective August 1, 2010 through June 30, 2011.

JM:LE:nm
Attachment

Subaward Agreement

Institution/Organization ("DISTRICT" or Prime Recipient") Name: <input type="text" value="Fullerton School District"/> Prime Award No.: <input type="text" value="U351D100103"/> Prime Awarding Agency: <input type="text" value="U.S. Department of Education"/>	Institution/Organization ("ASC", or "Subrecipient" or "Collaborator") Name: <input type="text" value="CSU Fullerton Auxiliary Services Corporation"/> Subaward No.: <input type="text"/> CFDA #: <input type="text" value="84.351D"/>
Amount Funded This Action: <input type="text" value="\$127,000.00"/>	Estimated Total (if incrementally funded) <input type="text" value="\$517,000.00"/>

Budget Period From: <input type="text" value="08/01/2010"/> To: <input type="text" value="06/30/2011"/>	Estimated Total Project Period From: <input type="text" value="07/01/2010"/> To: <input type="text" value="06/30/2014"/>
Project Title: <input type="text" value="Project CREATE!: Children Reaching Excellence in the Arts and Academics Through Engagement"/>	
Reporting Requirements : <input checked="" type="checkbox"/> See Attachment 4 <input type="checkbox"/> ARRA Reporting (Check here if applicable):	

Terms & Conditions

- 1) PRIME RECIPIENT hereby awards a cost reimbursable subaward, as described above, to SUBRECIPIENT. The statement of work and budget for this subaward are (check one): As specified in SUBRECIPIENT's proposal dated OR, as shown in Attachment 5. In its performance of the subaward work, SUBRECIPIENT shall be an independent entity and not an employee or agent of PRIME RECIPIENT.
- 2) PRIME RECIPIENT shall reimburse SUBRECIPIENT monthly quarterly for allowable costs and PRIME RECIPIENT's acceptance of SUBRECIPIENT's reports and/or deliverables. All invoices shall be submitted using SUBRECIPIENT's standard invoice, but at a minimum shall include current and cumulative costs (including cost-sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PRIME RECIPIENT's Financial Contact NOT LATER THAN forty-five (45) days after subaward end date. The final statement of costs shall constitute SUBRECIPIENT's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the SUBRECIPIENT.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Project Director, as shown in Attachments 3. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachment 3.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3. University shall pay Collaborator for allowable costs under OMB Circular A-21 or A-122, as applicable.
- 9) No-cost extensions require the approval of the PRIME RECIPIENT. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below SUBRECIPIENT makes the certifications and assurances shown in Attachments 1 and 2.

By an Authorized Official of PRIME RECIPIENT: Name: _____ Date: _____ Title: _____	By an Authorized Official of SUBRECIPIENT: Name: William M. Dickerson Date: _____ Title: Executive Director
--	---

Attachment 1
Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.



ATTACHMENT 2 - PRIME AWARD

UNITED STATES DEPARTMENT OF EDUCATION
OFFICE OF INNOVATION AND IMPROVEMENT

July 22, 2010

Dr. Mitch Hovey
Superintendent
Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833

Dear Dr. Hovey:

Congratulations. We are pleased to inform you that your application under the Arts in Education Model Development and Dissemination Grant Program (AEMDD) will be funded.

As indicated in the Federal Register, the Arts in Education Model Development and Dissemination Grant Program was designed to support the development, documentation, evaluation and dissemination of cohesive and innovative models that demonstrate their effectiveness in:

- integrating arts into the core elementary and middle school curricula by strengthening the use of high-quality arts in academic instruction and strengthening the place of arts as a core academic subject in the school curricula;
- strengthening arts instruction; and
- improving students' academic performance, including their skills in creating, performing and responding to the arts.

In total, the Department reviewed 200 applications for the Arts in Education Model Development and Dissemination Grant Program. Of those applications, thirty-three were funded. Your application ranked five (5).

Enclosed with this letter are the official award documents, panel comments, and other information on the Department of Education's grants and fiscal management systems. A duplicate set of documents is also being sent to the authorized representative identified in your application. Additional information regarding the Education Department General Administrative Regulations (EDGAR) and sections pertinent to your program can be found on our website at <http://www.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

M. Hovey
Page 2

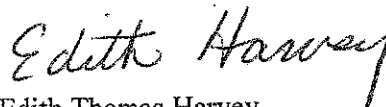
It is our intention to work closely with each project during the grant performance period to facilitate the sharing of strategies for enhancing the delivery of services. We will be contacting the project director to schedule a post award conference call to discuss specific items related to your project and recommendations for budget revisions. Details regarding this meeting will be sent within the near future.

Also, we are enclosing a copy of the program indicators that were developed to measure overall program progress and effectiveness. Instructions for reporting this information will be discussed during the upcoming conference call and again through a conference call with our national evaluator. You will also be contacted regarding the date and other specifics related to that teleconference and the role of Branch Associates, AEMDD's national evaluator.

Should you have additional questions regarding your grant, please feel free to contact Diane Austin, program manager at (202) 260-1280 or the ED contact person listed on your grant award document.

We look forward to working with you during a successful year!

Sincerely,



Edith Thomas Harvey
Director
Improvement Programs

cc: Lauralyn Eschner
Enclosures



U.S. Department of Education
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: U351D100103

RECIPIENT NAME: Fullerton School District
Educational Services, Visual and Performing Arts

TERMS AND CONDITIONS

- (1) By accepting this award, the recipient agrees to notify the relevant program office in the Department and provide a reasonable period of time for the Department to respond, before it can agree to provide any portion of this award to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. This condition takes into account Division E, Section 511 of the Consolidated Appropriations Act, 2010 (P. Law. No. 111-117), and pending litigation on related matters. If you have any questions about this condition or the status of these matters, please contact the program office.
- (2) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT: (1) THE RECIPIENT'S APPLICATION (BLOCK 2), (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (BLOCK8), AND (3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS (BLOCK 8).

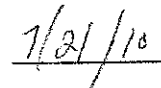
THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE DEPARTMENT OF EDUCATION WILL CONSIDER CONTINUED FUNDING IF: (1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM, (2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT, (3) THE RECIPIENT HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE OBJECTIVES IN ITS APPROVED APPLICATION, AND (4) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118 AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY.

IN ACCORDANCE WITH 34 CFR 74.25(c)(2), OR 34 CFR 80.30(d)(3) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 4 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.



AUTHORIZING OFFICIAL



DATE

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

For Discretionary, Formula, and Block Grants

(See Block 5 of the Notification)

1. **RECIPIENT NAME** - The legal name of the recipient, name of the primary organizational unit that will undertake the funded activity, and the complete address of the recipient. The recipient is commonly known as the "grantee."
2. **PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
3. **PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
 - ***RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
 - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business-management concerns of the Department.
 - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
4. * **KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
5. **AWARD INFORMATION** - Unique items of information that identify this notification.
 - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number."
 - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
 - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
 - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK.
6. **AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
 - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
 - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
 - ***FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
7. **AUTHORIZED FUNDING** - The dollar figures in this block refer to the *Federal* funds provided to a recipient during the award periods.
 - ***THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
 - ***BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
 - ***PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
 - RECIPIENT COST-SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
 - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
8. **ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.
 - DUNS/SSN** - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.
 - ***REGULATIONS** - The parts of the Education Department General Administrative Regulations (EDGAR) and specific program regulations that govern the award and administration of this grant.
 - ***ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.
9. **LEGISLATIVE AND FISCAL DATA** - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.
 - FUND CODE, FUNDING YEAR, AWARD YEAR, ORG. CODE, PROJECT CODE, OBJECT CLASS** - The fiscal information recorded by the U.S. Department of Education's Grant Administration and Payment System to track obligations by award.
 - AMOUNT** - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).
10. **TERMS AND CONDITIONS OF AWARD** - Requirements of the award that are binding on the recipient.
 - ***AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award.

FOR FORMULA AND BLOCK GRANTS ONLY:

(See also Blocks 1, 2, 5, 6, 8, 9 and 10 above)

3. **EDUCATION STAFF** - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.
7. **AUTHORIZED FUNDING**
 - CURRENT AWARD AMOUNT** - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.
 - PREVIOUS CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant before this action.
 - CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant, this action included.

* This item differs or does not appear on formula and block grants.

Prime Award Page 4 of 4

Attachment 3
Subaward Agreement

Subaward Number:

Subrecipient Contacts

Institution/Organization ("University")

Name: CSU Fullerton Auxiliary Services Corporation
Address: 2600 Nutwood Avenue, Suite 275
City: Fullerton State: CA ZipCode: 92831

Administrative Contact

Name: Shou-Yinn (Pearl) Cheng
Address: Director, Office of Sponsored Programs
CSU Fullerton Auxiliary Services Corporation
City: Fullerton State: CA ZipCode: 92831
Telephone: 657-278-4103 Fax: 657-278-1403
Email: pcheng@fullerton.edu

Principal Investigator

Name:
Address:
City: State: ZipCode:
Telephone: Fax:
Email:

Financial Contact

Name: Shou-Yinn (Pearl) Cheng
Address: same as above
City: State: ZipCode:
Telephone: Fax:
Email:

Authorized Official

Name: William M. Dickerson
Address: CSU Fullerton Auxiliary Services Corporation
2600 Nutwood Avenue, Suite 275
City: Fullerton State: CA ZipCode: 92831
Telephone: 657-278-4100 Fax:
Email: bdickerson@fullerton.edu

Attachment 3
Subaward Agreement

Subaward Number:

Prime Recipient Contacts

Institution/Organization ("Collaborator")

Name: Fullerton School District
Address: 1401 W. Valencia Dr.
City: Fullerton State: CA ZipCode + 4: 92833
EIN No.:

Administrative Contact

Name: Lauralyn Eschner
Address: 1401 W. Valencia Dr.
City: Fullerton State: CA ZipCode: 92833
Telephone: Fax:
Email:

Principal Investigator

Name:
Address:
City: State: ZipCode:
Telephone: Fax:
Email:

Financial Contact

Name:
Address:
City: State: ZipCode:
Telephone: Fax:
Email:

Authorized Official

Name: Mitch Hovey, Ed.D.
Address: 1401 W. Valencia Dr.
City: Fullerton State: CA ZipCode: 92833
Telephone: 714-447-4410 Fax: 714-447-7583
Email: mitch_hovey@fsd.k12.ca.us

ATTACHMENT 4

REPORTING REQUIREMENTS

Project CREATE!

Annual reports are due within 30 days following the end of each budget year.

Regular meetings will be held between Fullerton School District and California State University, Fullerton key personnel to discuss the progress of the project.

ATTACHMENT 5

Comprehensive Implementation Plan for First Year of Project *		
<i>Activity/Task</i>	<i>Person(s) Responsible</i>	<i>Milestones</i>
Planning/ Design of 3-Day Professional Day Institute	T. Crawford, L. Eschner and the FSD/CSUF Project CREATE! Team	Agenda planned. Targeted skills and activities determined. Facilitator roles defined.
Design pre- and post-assessment tools to assess teacher knowledge, skills, disposition and student self-perception as a learner	D. Person and CREAL staff	Identify existing assessments and instruments; adapt for population under study
3-Day Professional Development Institute for classroom teachers (24 hours)	T. Crawford, L. Eschner and the FSD/CSUF Project CREATE! Team	Teachers knowledge, skills and dispositions developed for school-site implementation of Project CREATE!
Pre-Test (survey) administered in experimental and control group schools	D. Person and CREAL staff	Collection of baseline data
Arts-Based Curriculum (ABC) Certificate Program development and selection of expert session leaders	T. Crawford and L. Eschner	Dates and objectives determined. Facilitator roles defined.
Convene the Think Tank for assessment of instrument development	D. Person	Identify and invite Think Tank participants; timeline and expectations for Think Tank members
Artist/educators model standards-based lessons in classroom. Classroom teachers teach lessons with artists/educators mentoring, coaching, teaming	L. Eschner and artist/educators	Teachers content and pedagogical knowledge strengthened. Teachers new knowledge and skills applied directly with students with expert mentoring, coaching and feedback.
Collaborative curriculum design/planning sessions with artists and classroom teachers	L. Eschner and artist/educators	Standard-based integrated arts curriculum developed for classroom implementation.
Field Trips to CSUF College of the Arts	T. Crawford and L. Eschner	Title I students immersed in high quality VAPA experiences and exposure to University arts education environment.

Film Classes	L. Eschner and artist/educators	Library of standards-based, arts-infused, child- created digital films constructed.
Authentic assessment of student activities by classroom teachers and artist/educators	T. Crawford and L. Eschner	Formative assessment data used to inform ongoing program improvement
Monitoring and assessing program progress with artist/educators and film educators	L. Eschner and artist/educators	Formative assessment data used to inform ongoing program improvement
ABC Certificate Program to supplement ongoing professional development	T. Crawford, L. Eschner and select FSD/ CSUF experts	Earned certificate indicating additional VAPA professional development hours.
Assessment instruments constructed	D. Person and consultants	Assessments reviewed by Think Tank experts; instruments piloted
Collaborative planning and design of Mid-Year Professional Development Institute	T. Crawford and L. Eschner	Agenda planned. Targeted skills and activities determined. Facilitator roles defined.
Mid-Year Professional Development Institute	T. Crawford, L. Eschner and the FSD/CSUF Project CREATE! Team	Continued professional development through active engagement in VAPA activities. Implementation ideas and student work shared. Program progress monitored and assessed.
Assessment instruments field tested and revised	D. Person, CREAL staff, consultants	Instruments tested at similar school sites; review and revisions completed
Assessment instruments piloted and revised	D. Person and CREAL staff	Pilot revised instrument; analyze data; final revisions made
Collaborative planning and design of Year-End Professional Development Institute	T. Crawford and L. Eschner	Agenda planned. Targeted skills and activities determined. Facilitator roles defined.
Year-End Professional Development Institute	T. Crawford, L. Eschner and the FSD/CSUF Project CREATE! Team	Continued professional development through active engagement in VAPA activities. Shared implementation ideas and

		student work. Program progress monitored and assessed.
Post-Tests administered in experimental and control group schools	D. Person and CREAL staff	Comparative data used to determine growth in knowledge, skills, and dispositions.

CONSENT ITEM

DATE: October 26, 2010

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Lauralyn Eschner, Coordinator, Visual and Performing Arts

SUBJECT: APPROVE LAURALYN ESCHNER TO ATTEND OUT-OF-STATE CONFERENCE AS PART OF PROJECT CREATE! IN WASHINGTON, D.C., NOVEMBER 8-10, 2010

Background: 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. The total grant award is over \$1 million with \$271,688.00 allocated to support project planning and implementation in year one. Project CREATE! (Children Reaching Excellence in the Arts and Academics Through Engagement), is a comprehensive arts education model that provides sequential, standards-based lessons in music, visual art, dance, theatre, and digital filmmaking to second through sixth grade at-risk students in Title I schools. This model also delivers an in-depth and ongoing professional development component for classroom teachers to implement powerful integrated arts lessons via strong collaboration with expert artist/educators and curriculum experts. Additionally, this project will provide a study to explore how Project CREATE!'s arts and integration model impacts academic performance in reading and mathematics. Project CREATE! was conceived and designed through a dynamic partnership between FSD and California State University, Fullerton.

Rationale: The Arts in Education Model Development and Dissemination grant requires annual attendance at a 3-day technical meeting in Washington D.C.

Funding: The total cost is not to exceed \$2,000.00 and is to be paid from the Arts-in-Education Model Development and Dissemination grant.

Recommendation: Approve Lauralyn Eschner to attend out-of-state conference as part of Project CREATE! in Washington, D.C., November 8-10, 2010.

JM:LE:nm

DISCUSSION/ACTION ITEM

DATE: October 26, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., Superintendent
PREPARED BY: Janet Morey, Assistant Superintendent, Educational 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 12, 2010 Board Meeting:

New:
Instruction
BP 6161.2, Damaged or Lost Instructional Materials

Revised:
Instruction
BP 6020, Parent Involvement
BP 6154, Homework/Makeup Work

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

JM:nm
Attachments

Fullerton School District

Board Policy

Parent Involvement

BP 6020

Instruction

Board Adopted: November 28, 2006

Board Revised:

The Board of Trustees recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in District and school activities; advisory, decision-making, and advocacy roles, and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

The Superintendent or designee shall regularly evaluate and report to the Board of Trustees on the effectiveness of the District's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the District's parent involvement program for schools that receive Title I funding. The Superintendent or designee shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program **by seeking input through established District and school site committees.** (Education Code 11503)

The Superintendent or designee shall ensure that the District's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the District will carry out each activity listed in 20 USC 6318. (20 USC 6318)

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. The Superintendent or designee also shall involve parents/guardians of participating students in decisions regarding how the District's Title I funds will be allotted for parent involvement activities. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds will develop a school-level parent involvement policy **and a Title I - Parent Compact approved by School Site Council on an annual basis** in accordance with 20 USC 6318.

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children. (Education Code 11504)

Legal References:

EDUCATION CODE

11500-11506 Programs to encourage parent involvement

48985 Notices in languages other than English

51101 Parent rights and responsibilities

64001 Single plan for student achievement

LABOR CODE

230.8 Time off to visit child's school

UNITED STATES CODE, TITLE 20

6311 Parental notice of teacher qualifications and student achievement

6312 Local educational agency plan

6314 Schoolwide programs

6316 School improvement

6318 Parent involvement

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Communications

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

STATE BOARD OF EDUCATION POLICIES

89-01 Parent Involvement in the Education of Their Children, rev. 1994

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

Parental Involvement: Title I, Part A, April 23, 2004

WEB SITES

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

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

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

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

National PTA: <http://www.pta.org>

No Child Left Behind: <http://www.ed.gov/nclb>

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(3/91 6/96) 8/06

Fullerton School District

Board Policy

Homework/Makeup Work

BP 6154

Instruction

Board Adopted: June 12, 2007

Board Revised:

The Board of Trustees recognizes that homework contributes toward building responsibility, self-discipline and life-long learning habits, and that time spent on homework directly influences students' ability to meet the district's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives.

The Superintendent or designee shall ensure that administrators and teachers develop and implement an effective homework plan at each school site. As needed, teachers may receive training in designing relevant, challenging and meaningful homework assignments that reinforce classroom learning objectives.

Although it is the student's responsibility to do most homework assignments independently, the Board expects teachers at all grade levels to use parents/guardians as a contributing resource. When students repeatedly fail to do their homework, parents/guardians shall be notified and asked to contact the teacher.

Makeup Work

Students who miss school work because of an excused absence shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time. (Education Code 48205)

Students who miss school work because of unexcused absences shall be given the opportunity to make up missed work. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.

Legal References:

EDUCATION CODE

48205 Absences for personal reasons

48913 Completion of work missed by suspended student

48980 Parental notifications

58700-58702 Tutoring and homework assistance program; summer school apportionment credit

Management Resources:

SBE POLICIES

Parent Involvement in the Education of Their Children, 1994

Policy Statement on Homework, 1995

CSBA Revisions

(6/89 2/97) 2/99

Fullerton School District

Board Policy

Damaged or Lost Instructional Materials

BP 6161.2

Instruction

Board Adopted:

The Board of Trustees recognizes that instructional materials are an expensive resource and that each student is entitled to sufficient instructional materials in accordance with law. Instructional materials provided for use by students remain the property of the District. Students are responsible for returning borrowed materials in good condition, with no more wear and tear than usually results from normal use.

When materials are lost or so damaged that they are no longer usable, the student shall be issued a replacement material. However, students or parents/guardians shall be responsible for reparation equal to the current replacement cost of the materials. When materials are damaged but still usable, the Superintendent or designee shall determine an appropriate charge.

If it can be demonstrated to the Superintendent or designee's satisfaction that the student has taken all reasonable precautions to safeguard instructional materials issued to him/her, the Superintendent or designee may excuse the student or parent/guardian from payment of reparation.

If reparation is not excused and not paid by the student or parent/guardian, the District may withhold the student's grades in accordance with law and Board policy.

Legal References:

EDUCATION CODE

48904 Willful misconduct; limit of liability of parent or guardian

48904.3 Withholding grades, diplomas or transcripts of students causing property damage or injury

60119 Public hearing on sufficiency of materials

60411 Purchase and use; property of District

CIVIL CODE

1714.1 Liability of parent or guardian for act of willful misconduct by a minor

CODE OF REGULATIONS, TITLE 5

305 Student responsible for care of property

Management Resources:

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

CSBA Revisions

(3/87 12/91) 7/05

DISCUSSION/ACTION ITEM

DATE: October 26, 2010
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., Superintendent
PREPARED BY: Mark Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE BOARD BYLAW 9250 REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS**

Background: Board Bylaw 9250 was presented to the Board of Trustees for the first reading at the October 12, 2010 Board Meeting.

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

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

Funding: Not applicable.

Recommendation: Approve Board Bylaw 9250 Remuneration, Reimbursement and Other Benefits.

MD:nm
Attachment

Fullerton School District

Board Bylaws

Remuneration, Reimbursement and Other Benefits

BB 9250

Bylaws of the Board

Board Adopted: November 27, 1990

Revised: November 19, 1998, September 11, 2001, August 27, 2002

Remuneration, Reimbursement, and Other Benefits

Each member of the ~~Governing Board~~ **Board of Trustees** may receive the maximum monthly compensation as provided for in law. **(Education Code 35120)**

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education Code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. Any increase made pursuant to this rate shall be effective upon approval by the Board. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

If a member does not attend all Board meetings during the month, he/she ~~may receive~~ **is eligible to receive only** a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. **(Education Code 35120)**

~~Members~~ **A member** may be paid for meetings ~~he/she~~ missed when the Board, by resolution, finds that ~~they were~~ **he/she** was performing designated services for the District at the time of the meeting or that ~~they were~~ **he/she** was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. **(Education Code 35120)**

In order to receive compensation for attending any Board meetings, Board members shall be present for at least 80% of the meeting time.

~~District Board members who wish to join the Public Employees Retirement System must file with PERS an election in writing to become a member.~~

Reimbursement of Expenses

Board members shall be reimbursed for all expenses incurred ~~in attending any meeting or in making any trips on official business of the School District~~ when ~~so~~ **authorized in advance by the Board of Trustees. (Education Code 35044)**

The rate of reimbursement shall be the same rate specified for District personnel.

Board members may use District issued credit cards while on official District business. Under no circumstances may personal expenses be charged on District credit cards.

Health and Welfare Benefits

Board members may participate in the health and welfare benefits program provided for District employees.

Health and welfare benefits for Board members shall be no greater than that received by District nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Board members shall not be eligible to accrue multiple health and welfare benefits from two or more public agencies for concurrent services, unless the Board member serves as a regular full-time employee in a separate public agency.

The District shall pay the cost of all premiums ~~required~~ for **active** Board members electing to participate in the District health and welfare benefits program.

Benefits for Retired Board Members

Any Board member retiring from the Board, after **servicing** at least two terms, may continue the health and welfare benefits program **provided for District employees** at his/her own expense if coverage is in effect at the time of retirement.

Health and welfare eligibility and benefits terminate when retired Board members reach age 65 or become Medicare eligible, unless otherwise specified by the most generous schedule of benefits offered to nonsafety employees. (Government Code 53208.5)

Health and welfare benefits for retired Board members shall be no greater than that received by District nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Legal References:

EDUCATION CODE

1090 Compensation for members and mileage allowance

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses (Department of Education and CSBA workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation (services as member of governing board)

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

GOVERNMENT CODE

20322 Elective officers; election to become member

53200-53209 Group insurance

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979)

93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

WEB SITES

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

Public Employees' Retirement System: <http://www.calpers.ca.gov>

(11/00 11/01) 11/02

DISCUSSION/ACTION ITEM

DATE: October 26, 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 12, 2010 Board Meeting:

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

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

Complaints Concerning District Personnel

BP 1312.1

Community Relations

Board Adopted: January 27, 1987

Board Revised:

~~The Board of Trustees advocates close communication between District personnel and parent(s)/guardian of students enrolled in the Fullerton School District.~~

~~Parent(s)/guardian are encouraged to discuss their concerns or complaints with school and District personnel, and members of the Board of Trustees to effect a timely response and resolution of the issue.~~

~~The Board of Trustees shall annually review policies and regulations for complaints regarding school personnel.~~

The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

The Board prohibits retaliation against complainants. The Superintendent or designee, at his/her discretion, may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The District will not investigate anonymous complaints unless deemed necessary by law.

Legal References:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

Management Resources:

CDE LEGAL ADVISORIES

0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)

CSBA Revisions

(6/92 6/93) 6/94

Errata changes 10/96

Fullerton School District

Board Policy

Legal Status Requirement

BP 4111.2, 4211.2, 4311.2

Personnel

Board Adopted:

The Board of Trustees shall ensure that the District employs only those individuals who are lawfully authorized to work in the United States.

The Superintendent or designee shall:

1. Verify the employment eligibility of all persons hired by completing the U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification, for each individual hired and ensure that the District does not knowingly hire or continue to employ any person not authorized to work in the United States.
2. Ensure that District employment practices do not unlawfully discriminate on the basis of citizenship status or national origin, including, but not limited to, discrimination against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.

Legal References:

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens

1324b Unfair immigrant-related employment practices

CODE OF FEDERAL REGULATIONS, TITLE 8

274a.1-274a.14 Control of Employment of Aliens

Management Resources:

U.S. CITIZENSHIP AND IMMIGRATION SERVICES PUBLICATIONS

Handbook for Employers: Instructions for Completing Form I-9, April 2009

WEB SITES

U.S. Citizenship and Immigration Services: <http://www.uscis.gov>

CSBA Revisions

(9/92 3/00) 3/09

Fullerton School District

Board Policy

Professional Standards

BP 4119.21, 4219.21, 4319.21

Personnel

Board Adopted: September 29, 2005

Board Revised:

The Board of Trustees expects Fullerton School District employees to maintain the highest ethical standards, **exhibit professional behavior**, follow District policies and regulations, and abide by State and federal laws. Employee conduct should enhance the integrity of the District and advance the goals of the educational programs. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of District students.

The Board of Trustees ~~expects~~ **encourages** District employees to ~~follow~~ **accept** as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong.

Staff Conduct with Students

The Board expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property. Inappropriate employee conduct shall include, but not be limited to, engaging in harassing or discriminatory behavior; engaging in inappropriate socialization or fraternization with a student; soliciting, encouraging, or establishing an inappropriate written, verbal, or physical relationship with a student; furnishing tobacco, alcohol, or other illegal or unauthorized substances to a student; or engaging in child abuse.

An employee who observes or has evidence of inappropriate conduct between another employee and a student shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse shall file a report pursuant to the District's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80331-80338 Rules of conduct for professional educators

Management Resources:

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Standards for School Leaders, 1996

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

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

Council of Chief State School Officers: <http://www.ccsso.org>

CSBA Revisions

(3/91 11/01) 7/09

Fullerton School District

Board Policy

Employee Security

BP 4158, 4258, 4358

Personnel

Board Adopted:

The Board of Trustees desires to provide a safe, orderly working environment for all employees. As part of the District's comprehensive school safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for assisting them in the event of an emergency situation.

The Superintendent or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

When violence is directed against an employee by any individual and the employee so notifies the Superintendent or designee, the Superintendent or designee shall take steps to ensure that appropriate legal measures are instituted. When the employee notifies the Superintendent or designee of a threat of bodily harm, the District shall take appropriate measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee shall ensure that employees are trained in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques and crisis resolution.

The Board recognizes that access to two-way communications devices allows employees to call for assistance from their supervisor or law enforcement in the event of a threat of violence or medical emergency. The District shall provide such communications devices in classrooms to the extent possible.

Employees may possess a pepper spray weapon that meets the requirements of Penal Code 12403.7 on school property when students are not present. On a case-by-case basis, the Superintendent or designee may allow such possession when students are present if justified by unusual dangerous circumstances. Safety measures and proper storage of a pepper spray weapon are expected to be followed per instructions given upon purchase of the pepper spray. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects

The Board requires school employees to take immediate action upon being made aware that any person is in possession of an injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the principal

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

Legal References:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings
32225-32226 Communication devices
35204 Contract with attorney in private practice or use of administrative advisor
35205 Contract for legal services
35208 Liability insurance
35213 Reimbursement for loss, destruction or damage of school property
44014 Report of assault by pupil against school employee
44807 Duty concerning conduct of students
48201 Transfer of student records
48900-48926 Suspension or expulsion Grounds for suspension or expulsion
49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion
49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials
240 Definition of assault
241.2 Assault on school or park property against any person
241.3 Assault against school bus drivers
241.6 Assault on school employee includes board member
242 Definition of battery
243 Battery; definition of "injury" and "serious bodily injury"
243.2 Battery on school or park property against any person
243.3 Battery against school bus drivers
243.6 Battery against school employee includes board member
245.5 Assault with deadly weapon; school employee includes board member
290 Registration of sex offenders
601 Trespass by person making credible threat
626.9 Gun-Free School Zone Act of 1995
626.10 Exceptions to bringing weapons on school grounds
646.9 Stalking
12403.7 Weapons approved for self defense

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality
828.1 District police or security department, disclosure of juvenile records

Management Resources:

CDE CORRESPONDENCE

0401.01 Protecting Student Identification in Reporting Injurious Objects

WEB SITES

California Department of Education, Safe Schools and Violence Prevention Office:

<http://www.cde.ca.gov/lss/>

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

CSBA Revisions

(2/95 2/96) 7/01

ADMINISTRATIVE REPORT

DATE: October 26, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND 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:

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

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 November 16th 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:nm
Attachments

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.

~~The Superintendent or designee shall develop and implement a plan for recruiting, screening, and placing volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.~~

~~As appropriate, the Superintendent or designee shall provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. Employees who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contribution to the educational program.~~

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.

~~The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.~~

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 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>

CSBA Revisions

(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: October 26, 2010
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: “SUNSHINE” 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: Not applicable.

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 Representative
SUBJECT: “SUNSHINE” 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.

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Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachment

Fullerton Elementary Teachers Association, FETA
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