

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 typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Administration Offices Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting. A Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 22, 2009
3:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments - Policy

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

3:30 p.m. - Recess to Closed Session – Agenda:

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

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

Introductions/Recognitions

Cub Scout Pack #234, Acacia School – Flag Salute

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA, DELAC

Information Item

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 September 8, 2009

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

Consent Items

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

- 1a. Approve/Ratify Certificated Personnel Report
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors
- 1c. Approve/Ratify purchase orders numbered D22C0009 through D22C0010, D22D0090 through D22D0118, D22L0015, D22M0042 through D22M0050, D22R0091 through D22R0121, D22S0060 through D22S0068, D22T0012 through D22T0014, D22V0010 through D22V0012, and D22X0108 through D22X0167 for the 2009/2010 fiscal year

- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120088 through 120138, out-of-date sequence purchase order number DJ-120001, and processed food and commodity purchase order number DJ-120002 for the 2009/2010 school year
- 1e. Approve/Ratify warrants numbered 70994 through 71158 for the 2009/2010 school year - total amount presented for approval: \$564,584.44
- 1f. Approve/Ratify Nutrition Services warrants numbered 7155 through 7165 for the 2009/2010 school year totaling \$15,324.35
- 1g. Adopt Resolution #09/10-07 proclaiming October 26-30, 2009 as Red Ribbon Week in the Fullerton School District
- 1h. Ratify 2009/2010 Agreement for Provision of Orange County Friday Night Live Partnership Services Program at Laguna Road School and Nicolas Junior High School – Agreement #34773
- 1i. Approve/Ratify Classified Personnel Report
- 1j. Approve Classified tuition reimbursements
- 1k. Approve/Ratify renewal of Bid Agreements with the following companies to provide Nutrition Services with the cited products for the 2009/2010 school year: A&R Wholesale (groceries, snacks); ASR Food Distributors, Inc. (frozen foods); Driftwood Dairy (dairy); Goldstar Foods (frozen foods, condiments); P&R Paper Supply Company (paper products); Papa John's (pizza); Swift Produce (produce); and US Foodservice (groceries, condiments)
- 1l. Approve/Ratify new Bid Agreements with the following companies to provide Nutrition Services with the cited products for the 2009/2010 school year: Campus Foods (groceries, cereals, condiments, snacks); Swisher (cleaning and sanitation chemicals); and Trade Supplies (paper products)
- 1m. Approve Agreement with Project Access for Hermosa Drive School staff to provide after school extended learning during the 2009-/2010 school year to Hermosa Drive students residing at North Hills apartments
- 1n. Approve Independent Contractor Agreement with Barbara Cristiano for teaching music theory and piano keyboarding to support the Math & Music Program at Fern Drive School from October 1, 2009 to June 30, 2010
- 1o. Approve the Telecommunications of Orange County (TOC) Agreement for 2009/2010

Administrative Reports

- 2a. Fullerton School District 2008/2009 STAR Results
- 2b. Announcement of Appointment of Classified Personnel Commissioner
- 2c. Developer Fees Report
- 2d. Sunshine Fullerton Elementary Teachers Association (FETA) Proposal to negotiate with the Fullerton School District (2009/2010)

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, October 13, 2009, 4:30 p.m. closed session, 5:30 p.m. open session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 8, 2009
4:00 p.m. Open Session, 4:30 p.m. Closed Session, 5:30 p.m. Open Session
District Administrative Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:04 p.m., and Genevieve and Zoe Lai led the Pledge of Allegiance to the Flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman (Trustee Thornley absent)

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Dr. Gary Cardinale, Mrs. Janet Morey

Public Comments

There were no comments at this time.

Promethean Board Demonstration

Ted Lai, Director of Technology and Media Services, thanked Logical Choice Technologies for granting 11 Promethean Boards to the District and for taking the time to train teachers on the use of the Promethean Boards. Mr. Lai presented an informative demonstration that included how to take notes, create graphs, and how to use the activexpressions. Mr. Lai stated there would be training for District Office employees.

Recess to Closed Session – Agenda:

At 4:32 p.m., the Board recessed to closed session for: • Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), District Representative – Mr. Mark Douglas [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

The Board returned to open session at 5:44 p.m., and Russell Harrison led the pledge of allegiance to the flag. President Sugarman stated there was nothing to report from closed session. Dr. Hovey introduced new Assistant Principal of Richman School, Russell Harrison, and spoke briefly about Mr. Harrison's background.

Introductions/Recognitions

All the Arts for All the Kids Foundation

Lauralyn Eschner thanked the Board for their support of the Arts Program for the last 20 years. Ms. Eschner presented a comprehensive PowerPoint report about the Arts Program that she commented is also being shared with the community. Ms. Eschner, along with President Sugarman and Superintendent Hovey, presented Certificates of Appreciation to members of the Arts Foundation Board: Greg Adamson, Stacey Andelman, Christine Angeli, Suzanne Barone, Cheri Dingley, Lauralyn Eschner, Michael Glick, Becky Hall, Marsha Judd, Dawn Marie Kotsonis, Wendy Lloyd Davies, Betsy McCann, Sheila Scott, Hilda Sugarman, Melanie Vogel, Eileen Young, and Cindy Yount.

Superintendent's Report

Dr. Hovey's report: has been an outstanding opening to the school year, very positive culture, many positive reports back; key community stakeholder letter was mailed to 150 community members (also posted on the District's web site) as an opportunity for the District to be more transparent and keep people involved and knowledgeable about the budget; has had an opportunity to visit many schools; thanked the Fullerton Police Department for their outstanding assistance when one of the streets by Hermosa Drive School was shut down, and thanked parents for pulling together during a crisis; is enjoying the Back To School Nights, interacting with students, parents, and staff, and commented the classrooms look good; was invited back to Hermosa Drive School to present "Success" lesson to Alison Garcia's 3rd grade GATE class; District received \$98,000 sustainability grant from Beckman Foundation, and funds will be used to support the hands-on science program.

Information from the Board of Trustees

Trustee Duncan reported he visited four schools on the west side on the first day of school with Dr. Hovey. Mr. Duncan stated he also visited schools on the south side of Fullerton with the exception of Nicolas, that it was a very fun and uplifting day, and a very smooth beginning to the school year.

Trustee Ballard stated that it was a terrific opening of school and thanked everyone for their courtesy and welcoming smiles.

Trustee Berryman echoed the sentiments of Trustees Duncan and Ballard.

President Sugarman's report: thanks to all our staff and thanks to our leadership; the District has grown this year; leadership has helped to make students and staff comfortable; thanks to Andy Montoya for his good spirit during these challenging times; thanks to the Superintendent for sending the letter of communication to the community; thanked those administrators who have worked on updating their web sites; thanked Mr. & Mrs. Moore for their major donation of a motor home to the District, stated she is very appreciative to both of them, and the motor home will be running the District's emergency command center; on Thursday, September 17, Michael Lawrence of CUE will present his class on twitter and other social networking skills, cost is \$50 - f attendee is from a school site, \$25 will go to technology at the school and \$25 will go to the Foundation; on October 22 Ted Lai will be teaching a class on iPods here in the District.

Public Comments

Independent Consultant Donald Kinda asked the Board to consider a Solar Power Purchase Agreement that he feels could save the District money on electrical costs.

Information from PTA, FETA, CSEA, FESMA

PTA President Luz Howchin's report: the PTAs are conducting fundraising membership drives; the Reflections theme this year is "Beauty Is"; if principals know of anyone that would like to be a PTA President, please let her know; hopes that there will be good attendance at the upcoming Pin Auction and Technology Classes; encourages principals, teachers, staff, and the Board Members to become a part of the PTA again this year.

FETA President Andy Montoya's report: encouraged teachers and staff to join the PTA; thanks to all of the Board Members who gave up time to visit schools, and thanks to District personnel for visiting the campuses; thanks to the Administrators for doing the best with what they have; thanks to the teachers who are dealing with larger class sizes, less staff, more supervision duties, and less supplies and materials; California is ranked 47th on student funding in the United States, and stated he appreciates all that we are doing together.

FESMA Representative Debi Rosengarten's report: very smooth first week of school, even with all the last minute changes; deep felt thank you to all who visited schools on the first day for teachers and the first day of school; staff appreciated all the snacks that were provided.

CSEA Secretary Marleen Acosta's report: attended the CSEA Area H Picnic in Irvine; the first chapter meeting will be held next week; the Negotiations Team will be meeting on Friday for Factfinding.

Approve Minutes

Moved by Minard Duncan, seconded by Beverly Berryman and carried 4-0 to approve the minutes of the Regular meeting on August 18, 2009.

Consent Items

Moved by Ellen Ballard, seconded by Minard Duncan and carried 4-0 to approve the consent items including the addendum/corrections to consent item #1a.

- 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 D22B0008 through D22B0009, D22C0006 through D22C0008, D22D0080 through D22D0089, D22L0013 through D22L0014, D22M0022 through D22M0041, D22R0050 through D22R0090, D22S0053 through D22S0059, D22T0007 through D22T0011, D22V0005 through D22V0009, and D22X0077 through D22X0107 for the 2009/2010 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 120065 through 120087 and processed food and commodity purchase order number DJ-120001 for the 2009/2010 school year.

- 1e. Approve/Ratify warrants numbered 70844 through 70993 for the 2009/2010 school year. The total amount presented for approval is \$2,916,800.77.
- 1f. Approve/Ratify Nutrition Services warrants numbered 7152 through 7154 for the 2009/2010 school year totaling \$1,934.04.
- 1g. Approve/Ratify the 2009/2010 Agreements with the Orange County Department of Education for Inside the Outdoors Field and School Programs.
- 1h. Approve/Ratify the 2009/2010 Agreement with the Orange County Department of Education for Resident Outdoor Science School.
- 1i. Approve the 2009/2010 Agreement with Pathfinder Ranch for Outdoor Science School.
- 1j. Approve Consultant Agreement with Maureen Allen for staff development on "Fourth Grade Physical Science" for teachers on District Wednesday staff development sessions on October 21, 2009, January 13, 2010 and March 10, 2010.
- 1k. Approve/Ratify the 2009/2010 After School Education and Safety Program Contract.
- 1l. Adopt Resolution #09/10-04 and approve/ratify the 2009/2010 Child Development Pre-kindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2009 through June 30, 2010.
- 1m. Approve/Ratify warrant number 1061 for the 2009/2010 school year in the amount of \$2,433.96 (District 40, Van Daele).
- 1n. Approve/Ratify warrant number 1092 for the 2009/2010 school year in the amount of \$2,514.73 (District 48, Amerige Heights).
- 1o. Approve/Award Bid No. FSD-08-09-PO1-A, Canon Brand Xerographic Equipment Cost Per Copy Full Service Maintenance Agreement, to Konica Minolta USA, Inc., for the District's fleet of Canon copiers.
- 1p. Approve Affiliation Agreement between Azusa Pacific University and the Fullerton School District from September 9, 2009 through June 30, 2012.
- 1q. Approve/Ratify Agreement between the Fullerton School District and the Fullerton Joint Union High School District for the services of Honors Geometry Instructor Jennifer Brechtel for the 2009/2010 school year.
- 1r. Approve Interagency Agreement between Maxim Health Care and the Fullerton School District for Licensed Vocational Nurse Support by a Private Duty Licensed Vocational Nurse/Attendant from Maxim Health Care.

President Sugarman stated that she and Dr. Hovey received a letter from the Orange County Department of Education thanking the District for its timely submission of the 2009-10 Adopted Budget. Mrs. Sugarman thanked staff for their work on the budget documents.

Discussion/Action Items

- 2a. Hear presentation and approve 2008/2009 Unaudited Actuals

Gary Cardinale, Suwen Su, and Becky Silva presented a comprehensive overview of the 2008/2009 Unaudited Actuals that included: charts delineating expenditures by object and function; the balances in unrestricted and restricted programs; the unrestricted and restricted general fund reserve ending fund balances; the funds designated for economic uncertainties from 2002 through 2009; and ending fund balances for other funds. Also included in the presentation were revenue limit deficit factors; a comparison of the 2008/09 and 2009/10 State apportionment schedule; the 2009/10 State aid revenue limit cash receipts due to cash deferrals; the revenue limit cash deferrals for the District; the undeficitated

revenue limit; the impact of the one-time revenue limit reductions; the revenue limit comparison for the District; and the 2009/10 adopted budget multi-year projection. Dr. Cardinale reviewed the next steps: verify enrollments, CBEDS, process of making adjustment as per July 28, 2009 budget; confirm staffing ratios; and First Interim dated October 31, 2009. It was then moved by Minard Duncan, seconded by Ellen Ballard and carried 4-0 to approve the 2008/2009 Unaudited Actuals and concurrently approve the fund balance changes as the District's 2009/2010 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

- 2b. Adopt Resolution 09/10-06 approving the Recalculation of the 2008/2009 Appropriations Limitation and Establishing the 2009/2010 Estimated Appropriations Limitation Calculations.

Moved by Minard Duncan, seconded by Beverly Berryman and carried 4-0 to adopt Resolution 09/10-06 approving the Recalculation of the 2008/2009 Appropriations Limitation and Establishing the 2009/2010 Estimated Appropriations Limitation Calculations.

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

Trustee Berryman spoke about the confusion and controversy in the District surrounding the President's speech to students today and asked if there is a District Board Policy regarding educational materials. Mrs. Berryman commented that the Fullerton Joint Union High School District referred to their Board Policy which provided clear communication, regarding the President's speech, in that district. President Sugarman requested Dr. Hovey look into whether or not the District has a Policy. Dr. Hovey stated principals were advised that if the speech tied into curriculum and State standards, then teachers were free to show the speech to students. Trustee Ballard questioned that she would have the ability to censure the President. Dr. Hovey stated that it is clear in the Education Code, and as such, principals discussed with their teachers whether the speech was appropriate or not.

Adjournment

President Sugarman adjourned the Regular meeting on September 8, 2009 at 7:35 p.m.

Clerk, Board of Trustees

CONSENT ITEM

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, rehires, speech therapist stipend(s) and leave(s) of absence and resignations.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON SEPTEMBER 22, 2009**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Jennifer Cunningham	Substitute Teacher	Employ	100	08/27/09
Christina Kim	Substitute Teacher	Employ	100	08/28/09
Lorie Leocadio	Substitute Teacher	Employ	100	08/27/09
Jamie Secoda	Substitute Teacher	Employ	100	09/01/09
Brittany Sikes	Substitute Teacher	Employ	100	09/01/09
Judith Smith	Substitute Teacher	Employ	100	08/31/09
Glenda Thompson	Interim Principal	Employ	100	09/21/09
Victoria Trendel	Substitute Teacher	Employ	100	09/04/09

REHIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Sandra Bordy	3 rd Grade (60%)/Maple	III/2	100	08/28/09
Amy Elwood	5 th Grade/Sunset	II/2	100	08/27/09
Maria Escobar	4 th Grade/Valencia Park	III/7	100	08/27/09
Amy Lees	Kindergarten/Hermosa	III/2	100	09/08/09
Christine Hoelker	PE (20%)/Woodcrest	III/5	302	09/15/09
Salvador Sarmiento	PE (50%)/Valencia Park	III/9	212	08/31/09

SPEECH THERAPIST STIPEND(S)

**Approve 1st year stipend of \$2,500.00, effective August 27, 2009, from cost center 100
for the following certificated personnel:**

Lisa Marie Florendo

LEAVE(S) OF ABSENCE AND RESIGNATIONS

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Kelly Schleicher	2 nd Grade/Raymond	Leave of Absence	10/26/09-06/17/09
Ken Valburg	Principal/Orangethorpe	Resign	09/18/09

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on September 22, 2009.

Clerk/Secretary

CONSENT ITEM

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

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

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

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

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

GC:sg
Attachment

FULLERTON SCHOOL DISTRICT

Gifts – September 22, 2009

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Fern Drive	Supervalu (Community Partner)	Monetary donation of \$212.32 for the school
Fern Drive	Randy Brown (Parent)	Monetary donation of \$116.93 for the school
Fern Drive	City of Fullerton, Parks and Recreation (Community Partner)	Monetary donation of \$325.00 for the school
Fern Drive	Mathnasium, John Latiolait (Community Partner)	Monetary donation of \$120.00 for the 2008/09 student yearbook program
Fern Drive	Jamba Juice (Community Partner)	Monetary donation of \$65.54 for the school
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$1,200.00 for the Fisler Technology program
Fisler	Edna Silva (Community Partner)	Monetary donation of \$130.00 for the Fisler Technology program
Woodcrest	Wells Fargo Foundation (Community Partner)	Monetary donation of \$210.00 for the school

CONSENT ITEM

DATE: September 22, 2009

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

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

PREPARED BY: Suwen Su, Director of Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED D22C0009 THROUGH D22C0010, D22D0090 THROUGH D22D0118, D22L0015, D22M0042 THROUGH D22M0050, D22R0091 THROUGH D22R0121, D22S0060 THROUGH D22S0068, D22T0012 THROUGH D22T0014, D22V0010 THROUGH D22V0012, and D22X0108 THROUGH D22X0167 FOR THE 2009/2010 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered D22C0009 THROUGH D22C0010, D22D0090 THROUGH D22D0118, D22L0015, D22M0042 THROUGH D22M0050, D22R0091 THROUGH D22R0121, D22S0060 THROUGH D22S0068, D22T0012 THROUGH D22T0014, D22V0010 THROUGH D22V0012, and D22X0108 THROUGH D22X0167 for the 2009/2010 fiscal year.

GC:SS:sg
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/22/2009

FROM 08/18/2009 TO 08/31/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22C0009	CATAPULT LEARNING LLC	2,330.00	2,330.00	0121735101 5210	Title II Tchr Qlty Annunciatio / Conferences and Meetings
D22C0010	TEHAMA COUNTY DEPT OF EDUCATIO	500.00	500.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
D22D0090	GOV CONNECTION	69.88	69.88	2567226859 4310	Fac Growth Dev Fees Rolling Hi / Materials and Supplies
D22D0091	COPY MILL PRINTING	215.33	215.33	0150755109 5860	CELDT Testing Instr (Mandate) / Printing Outside Vendor
D22D0092	JOSEPHSON INSTITUTE	723.01	723.01	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
D22D0093	AT&T MOBILITY	360.16	360.16	0152657719 4350	Superintendent Discret / Materials and Supplies Office
D22D0094	STAPLES ADVANTAGE	243.36	243.36	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22D0095	KONICA MINOLTA BUSINESS SOLUTI	217.50	217.50	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
D22D0096	LAKESHORE LEARNING	1,224.31	1,224.31	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
D22D0097	AMAZON.COM	537.50	537.50	0134526101 4310	English Lang Acq Prg Rolling H / Materials and Supplies
D22D0098	PREMIER SCHOOL AGENDA	3,771.00	3,771.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
D22D0099	SOUTHWEST SCHOOL SUPPLY	157.91	157.91	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
D22D0100	SCHOLASTIC INC	2,593.69	1,200.00	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
			1,393.69	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
D22D0101	SUPPLY MASTER	744.19	744.19	1231019271 4350	Preschool Administration / Materials and Supplies Office
D22D0102	SUPPLY MASTER	812.48	812.48	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
D22D0103	LAKESHORE LEARNING	1,122.67	1,122.67	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22D0104	SUPPLY MASTER	132.28	132.28	0130213101 4310	Econ Impact Aid Fern Drive / Materials and Supplies Instr
D22D0105	S&S WORLDWIDE INC	113.24	113.24	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22D0106	S&S WORLDWIDE INC	268.83	268.83	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22D0107	S&S WORLDWIDE INC	419.48	419.48	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22D0108	S&S WORLDWIDE INC	353.44	353.44	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
D22D0109	S&S WORLDWIDE INC	840.57	840.57	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
D22D0110	S&S WORLDWIDE INC	387.08	193.58	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr

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D22D0110	*** CONTINUED ***				
			193.50	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
D22D0111	S&S WORLDWIDE INC	408.13	204.10	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			204.03	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
D22D0112	S&S WORLDWIDE INC	848.08	848.08	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
D22D0113	VIRCO MANUFACTURING	1,844.40	922.20	0109723109 4310	Suppl Grant Support Parks / Materials and Supplies Instr
			922.20	0130423103 4310	SBCP Instr Parks / Materials and Supplies Instr
D22D0114	AMAZON.COM	372.47	372.47	0130411103 4310	SBCP Instruction Beechwood / Materials and Supplies Instr
D22D0115	OFFICE DEPOT BUSINESS SERVICE	416.41	416.41	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
D22D0116	VERDE VALLEY SCHOOL SUPPLY	623.44	623.44	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
D22D0117	EDGEWOOD PRESS INC	676.88	676.88	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
D22D0118	SCHOOL SPECIALTY	126.59	126.59	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
D22L0015	KONICA MINOLTA BUSINESS SOLUTI	2,930.38	214.84	0140955259 5630	Information Systems ServicesDC / Rents and Leases
			353.00	0141555219 5630	Fine Arts Resource Discret / Rents and Leases
			2,362.54	0142554279 5630	Calif Childrens Services Instr / Rents and Leases
D22M0042	COUNTY OF ORANGE	2,186.00	1,217.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
			484.50	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			484.50	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22M0043	JENSEN COMPANY, R	102,000.00	30,000.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
			72,000.00	2567226859 6200	Fac Growth Dev Fees Rolling Hi / Buildings and Improve
D22M0044	PRO INSTALLATIONS INC	4,200.00	4,200.00	1453328859 5640	Deferred Maint Fac Valencia Pk / Repairs by Vendors
D22M0045	PRO INSTALLATIONS INC	4,325.00	4,325.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
D22M0046	PRO INSTALLATIONS INC	4,582.00	4,582.00	1453325859 5640	Deferred Maint Fac Richman Sch / Repairs by Vendors
D22M0047	CDW.G	108.37	108.37	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
D22M0048	ENKO SYSTEMS INC	465.36	465.36	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
D22M0049	KOMPAN INC	995.28	995.28	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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D22M0050	RETROTEL INC	178.13	178.13	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
D22R0091	BLACKBOARD CONNECT INC	37,300.00	37,300.00	8155050721 4350	EP Safety Mandates PR / Materials and Supplies Office
D22R0092	DEPARTMENT OF SOCIAL SERVICES	200.00	200.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
D22R0093	DEPARTMENT OF SOCIAL SERVICES	200.00	200.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22R0094	DEPARTMENT OF SOCIAL SERVICES	400.00	400.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22R0095	DEPARTMENT OF SOCIAL SERVICES	200.00	200.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22R0096	HUMAN KINETICS	980.87	980.87	0140155239 4310	Curriculum Development Discret / Materials and Supplies
D22R0097	SUPPLY MASTER	264.14	264.14	0153050799 4350	Business Administration DC / Materials and Supplies
D22R0098	AMAZON.COM	63.84	63.84	0153750799 4350	Business Administration DC / Materials and Supplies
D22R0099	SOUTHWEST SCHOOL SUPPLY	122.84	122.84	0140155239 4350	Curriculum Development Discret / Materials and Supplies
D22R0100	STAPLES 025724519	217.49	217.49	0153750799 6450	Business Administration DC / Repl Equip Less Than
D22R0101	BON APPETIT	1,925.80	1,925.80	0153957729 4350	Management Inservice DC / Materials and Supplies Office
D22R0102	SUPPLY MASTER	463.25	463.25	0151354341 4350	Health Services / Materials and Supplies Office
D22R0103	EDUCATIONAL RESOURCES	134.32	134.32	6855158741 4350	American Disability Act DC / Materials and Supplies
D22R0104	PRINT PRINTING	326.25	326.25	0152657719 4350	Superintendent Discret / Materials and Supplies Office
D22R0105	HECHT, GEOFF	196.41	196.41	0110223149 4310	Summer Sports Parks / Materials and Supplies Instr
D22R0106	SPRINT PCS	44.42	44.42	0140324279 5900	School Administration Discret / Communications
D22R0107	NATIONAL ELEMENTARY HONOR SOCI	80.00	80.00	0134519101 4310	English Lang Acq Prg Maple / Materials and Supplies Instr
D22R0108	PRIORITY MAILING SYSTEMS INC	489.25	489.25	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
D22R0109	GOV CONNECTION	387.15	387.15	0152657719 4350	Superintendent Discret / Materials and Supplies Office
D22R0110	NATIONAL SCIENCE TEACHERS ASSO	74.00	74.00	0140155239 5310	Curriculum Development Discret / Dues and Memberships
D22R0111	AEROMARK	9.52	9.52	0151454391 4350	Special Services / Materials and Supplies Office
D22R0112	WEST GROUP	99.83	99.83	0151055539 4350	Child Welfare and AttendanceDC / Materials and Supplies
D22R0113	G E MENDEZ FOUNDATION	3,372.50	3,372.50	0125055101 4310	IASA Drug Free Schools / Materials and Supplies Instr

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D22R0114	KNOTT'S BERRY FARM	1,159.42	1,159.42	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
D22R0115	SUPPLY MASTER	53.55	53.55	0140655249 4350	Textbook Distribution Discret / Materials and Supplies
D22R0116	AEROMARK	33.45	33.45	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
D22R0117	ASSISTIVE TECHNOLOGY EXCHANGE	250.00	250.00	0125554721 5805	LEA Medi Cal Reimbursement / Consultants
D22R0118	INTL BACCALAUREATE NORTH AMERI	8,000.00	8,000.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
D22R0119	NCS PEARSON INC	1,878.75	1,878.75	0130422103 4310	SBCP Instr Pacific Dr / Materials and Supplies Instr
D22R0120	BLUE RAVEN TECHNOLOGY INC	429.56	429.56	0130411103 4310	SBCP Instruction Beechwood / Materials and Supplies Instr
D22R0121	OFFICE DEPOT BUSINESS SERVICE	35.21	35.21	0152657719 4350	Superintendent Discret / Materials and Supplies Office
D22S0060	ORANGE CNTY DEPARTMENT OF EDUC	233.50	233.50	0100000000 9320	Unrestricted / Stores
D22S0061	PIONEER CHEMICAL COMPANY	2,258.17	2,258.17	0100000000 9320	Unrestricted / Stores
D22S0062	OFFICE DEPOT BUSINESS SERVICE	639.45	639.45	0100000000 9320	Unrestricted / Stores
D22S0063	PIONEER STATIONERS	799.97	799.97	0100000000 9320	Unrestricted / Stores
D22S0064	OFFICE DEPOT BUSINESS SERVICE	1,658.72	1,658.72	0100000000 9320	Unrestricted / Stores
D22S0065	SCHOOL SPECIALTY	177.48	177.48	0100000000 9320	Unrestricted / Stores
D22S0066	SOUTHWEST SCHOOL SUPPLY	332.78	332.78	0100000000 9320	Unrestricted / Stores
D22S0067	STAPLES ADVANTAGE	234.90	234.90	0100000000 9320	Unrestricted / Stores
D22S0068	BOXSMART	104.49	104.49	0100000000 9320	Unrestricted / Stores
D22T0012	SOUTHERN COUNTIES OIL CO	18,431.77	1,474.54	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			8,109.98	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			8,847.25	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22T0013	SOUTH COAST AIR QUALITY MANAGE	282.38	141.19	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			141.19	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
D22T0014	QUALITY GLASS	64.16	64.16	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
D22V0010	CDW.G	1,033.02	453.90	2567226859 4310	Fac Growth Dev Fees Rolling Hi / Materials and Supplies
			579.12	2567226859 6410	Fac Growth Dev Fees Rolling Hi / New Equip Less Than

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D22V0011	NORTHERN TOOL & EQUIPMENT CO	748.23	748.23	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
D22V0012	APPLE COMPUTER INC.	20,983.94	15,000.00	0121221101 6410	Title I Orangethorpe Instr / New Equip Less Than \$10,000
			3,903.28	0130221101 4310	Econ Impact Aid Orangethorpe / Materials and Supplies
			2,080.66	0130221101 6410	Econ Impact Aid Orangethorpe / New Equip Less Than
D22X0108	ACORN NATURALISTS	400.00	400.00	0109555109 4310	Beckman Science Instructional / Materials and Supplies
D22X0109	VERIZON WIRELESS	400.00	400.00	1231019271 5900	Preschool Administration / Communications
D22X0110	HOME DEPOT, THE	250.00	250.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
D22X0111	AT&T MOBILITY	1,400.00	1,400.00	0152657719 5900	Superintendent Discret / Communications
D22X0112	VERIZON WIRELESS	1,100.00	1,100.00	0135252263 5900	School Safety Program Parent / Communications
D22X0113	VERIZON WIRELESS	250.00	250.00	0140318279 5900	School Administration Discret / Communications
D22X0114	VERIZON WIRELESS	5,000.00	5,000.00	0132952101 5900	Afr Schl Ed Sfty Grt Cohort 6 / Communications
D22X0115	VERIZON WIRELESS	9,500.00	1,000.00	1208510821 5900	Childcare Acacia Utilities / Communications
			1,000.00	1208511821 5900	Childcare Beechwood Utilities / Communications
			1,000.00	1208513821 5900	Childcare Fern Dr Utilities / Communications
			1,000.00	1208516821 5900	Childcare Hermosa Dr Utilities / Communications
			1,000.00	1208526821 5900	Childcare Rolling Hills Utilit / Communications
			1,000.00	1208527821 5900	Childcare Sunset Ln Utilities / Communications
			1,000.00	1208530821 5900	Childcare Fisler Utilities / Communications
			1,000.00	1208555821 5900	Childcare Operation Central / Communications
			1,500.00	1231019271 5900	Preschool Administration / Communications
D22X0116	SPRINT PCS	800.00	800.00	0130426103 5900	SBCP Instr Rolling Hills / Communications
D22X0117	BEACON DAY SCHOOL	122,825.96	122,825.96	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0118	BLIND CHILDRENS LEARNING CENTE	3,780.00	3,780.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0119	IRVINE THERAPY SERVICES	5,638.00	5,638.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0120	ORALINGUA SCHOOL	31,860.00	31,860.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0121	ORALINGUA SCHOOL	31,860.00	31,860.00	0115554101 5865	Non Public Schools / Nonpublic School Services

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D22X0122	ORALINGUA SCHOOL	31,475.00	31,475.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0123	ROSSIER PARK ELEMENTARY SCHOOL	42,180.00	42,180.00	0115554101 5867	Non Public Schools / LCI Non Public School
D22X0124	ROSSIER PARK ELEMENTARY SCHOOL	41,900.00	41,900.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0125	SEEK EDUCATION INC	5,258.00	5,258.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0126	SEEK EDUCATION INC	20,104.75	20,104.75	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0127	SPEECH PATHOLOGY ASSOCIATES	11,194.00	11,194.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0128	SPEECH PATHOLOGY ASSOCIATES	11,949.00	11,949.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0129	TEC SANTA ANA	41,000.00	41,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0130	TEC SANTA ANA	41,000.00	41,000.00	0115554101 5867	Non Public Schools / LCI Non Public School
D22X0131	TEC SANTA ANA	41,000.00	41,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0132	TEC SANTA ANA	41,000.00	41,000.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0133	AUTISM COMPREHENSIVE EDUCATION	42,426.00	42,426.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0134	AUTISM COMPREHENSIVE EDUCATION	23,375.00	23,375.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0135	AUTISM COMPREHENSIVE EDUCATION	15,664.00	15,664.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0136	CENTER FOR AUTISM AND RELATED	26,293.50	26,293.50	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0137	UNITED CEREBRAL PALSY	6,000.00	6,000.00	0142054201 5805	Special Ed Administration / Consultants
D22X0138	AUTISM COMPREHENSIVE EDUCATION	46,325.00	46,325.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0139	HEISE MA CCC-SLP, MELINDA J	12,480.00	12,480.00	0142054201 5805	Special Ed Administration / Consultants
D22X0140	HEISE MA CCC-SLP, MELINDA J	1,584.00	1,584.00	0142054201 5805	Special Ed Administration / Consultants
D22X0141	HEISE MA CCC-SLP, MELINDA J	1,584.00	1,584.00	0142054201 5805	Special Ed Administration / Consultants
D22X0142	HEISE MA CCC-SLP, MELINDA J	1,200.00	1,200.00	0142054201 5805	Special Ed Administration / Consultants
D22X0143	HEISE MA CCC-SLP, MELINDA J	1,200.00	1,200.00	0142054201 5805	Special Ed Administration / Consultants
D22X0144	AUTISM COMPREHENSIVE EDUCATION	14,410.00	14,410.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
D22X0145	STATER BROS	500.00	500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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D22X0146	STATER BROS	500.00	500.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22X0147	COSTCO WHOLESALE	1,000.00	300.00	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			400.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			300.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
D22X0148	COSTCO WHOLESALE	1,000.00	1,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22X0149	COSTCO WHOLESALE	1,000.00	1,000.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22X0150	CM SCHOOL SUPPLY COMPANY	3,000.00	3,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22X0151	CM SCHOOL SUPPLY COMPANY	3,000.00	3,000.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22X0152	STAPLES 025724519	1,000.00	1,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
D22X0153	KONICA MINOLTA BUSINESS SOLUTI	500.00	500.00	0142554279 5640	Calif Childrens Services Instr / Repairs by Vendors
D22X0154	STATER BROS	500.00	250.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			250.00	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
D22X0155	STAPLES 025724519	1,000.00	1,000.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
D22X0156	FEDERAL EXPRESS CORP	1,000.00	1,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
D22X0157	STAPLES 025724519	400.00	400.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
D22X0158	CM SCHOOL SUPPLY COMPANY	500.00	500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
D22X0159	SMART AND FINAL STORES CORPORA	300.00	300.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
D22X0160	CANON USA INC	5,600.00	5,600.00	0130415103 5630	SBCP Instr Golden Hill / Rents and Leases
D22X0161	ARROWHEAD DRINKING WATER	2,700.00	300.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			300.00	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			300.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			300.00	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			300.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			300.00	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			300.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			300.00	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
			300.00	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr

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D22X0162	VERIZON WIRELESS	200.00	200.00	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
D22X0163	CANON USA INC	2,000.00	2,000.00	0130213101 5630	Econ Impact Aid Fern Drive / Rents and Leases
D22X0164	CANON USA INC	6,100.00	1,600.00	0130218101 5630	Econ Impact Aid Laguna Road / Rents and Leases
			4,500.00	0130418103 5630	SBCP Instr Laguna / Rents and Leases
D22X0165	SPEECH LANGUAGE DEVELOPMENT CE	41,770.00	41,770.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0166	SPEECH LANGUAGE DEVELOPMENT CE	45,310.00	45,310.00	0115554101 5865	Non Public Schools / Nonpublic School Services
D22X0167	SPEECH LANGUAGE DEVELOPMENT CE	43,680.00	43,680.00	0115554101 5865	Non Public Schools / Nonpublic School Services
	Fund 01 Total:	964,616.47			
	Fund 12 Total:	32,765.13			
	Fund 14 Total:	8,782.00			
	Fund 21 Total:	34,325.00			
	Fund 25 Total:	73,102.90			
	Fund 68 Total:	134.32			
	Fund 81 Total:	37,300.00			
	Total Amount of Purchase Orders:	1,151,025.82			

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D22B0002	HOUGHTON MIFFLIN COMPANY	22,744.19	-12,966.48	0138055103 4100	Instructional Material K 8 / Textbooks
D22M0004	CLAYTON BUILDERS	6,237.04	-4,085.97	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
D22S0059	UNISOURCE	30,119.41	-153.55	0100000000 9320	Unrestricted / Stores
D22X0027	U S POSTAL SERVICE	68,700.00	-1,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
D22X0058	SPRINT PCS	200.00	-1,400.00	0152657719 5900	Superintendent Discret / Communications
Fund 01 Total:			-15,520.03		
Fund 14 Total:			-4,085.97		
Total Amount of Change Orders:			-19,606.00		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/22/2009

FROM 08/18/2009 TO 08/31/2009

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
D22C0001	TOWN AND COUNTRY RESORT	2,452.31	2,452.31	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
	Fund 01 Total:	2,452.31			
	Total Amount of Purchase Orders:	2,452.31			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/22/2009

FROM 08/18/2009 TO 08/31/2009

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

09/22/2009

FROM 08/18/2009 TO 08/31/2009

PO
NUMBER VENDOR

PO
TOTAL

CHANGE ACCOUNT
AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/22/2009

FROM 08/18/2009 TO 08/31/2009

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

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/22/2009

FROM 08/18/2009 TO 08/31/2009

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

09/22/2009

FROM 08/18/2009 TO 08/31/2009

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/22/2009

FROM 08/18/2009 TO 08/31/2009

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

CONSENT ITEM

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS NUMBERED 120088 THROUGH 120138, OUT-OF-DATE SEQUENCE PURCHASE ORDER NUMBER CARGILL-120001, AND PROCESSED FOOD AND COMMODITY PURCHASE ORDER NUMBER CARGILL-120002 FOR THE 2009/2010 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 18, 2009, through August 31, 2009, contains purchase orders numbered 120088 through 120138, out-of-date sequence purchase order number DJ-120001, and processed food and commodity purchase order number DJ-120002 totaling \$58,579.08.

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 120088 through 120138, out-of-date sequence purchase order number DJ-120001, and processed food and commodity purchase order number DJ-120002 for the 2009/2010 school year.

GC:LR:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
08-18-09 through 08-31-09

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
8/17/2009	Cargill Kitchen Solutions, Inc.	CARGILL-120001	Food	1,929.63
Processed Food & Commodity P.O.'s				
8/31/2009	Cargill Kitchen Solutions, Inc.	CARGILL-120002	Food	101.54
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				1,929.63
Total Processed Food & Commodity P.O.'s				101.54
Total Purchase Orders from Purchase Order Summary Report				56,547.91
TOTAL PURCHASE ORDERS				\$ 58,579.08

Fullerton School District

Date 09/01/2009

Food Services

Page 1

Time 06:58

PURCHASE ORDER SUMMARY

(08/18/2009 - 08/31/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	120089	08/18/2009		0.00	29.78	0.00	29.78
	120102	08/26/2009		0.00	438.72	0.00	438.72
				0.00	468.50	0.00	468.50
Action Sales	120107	08/26/2009		0.00	0.00	7,732.13	7,732.13
				0.00	0.00	7,732.13	7,732.13
Amanda Colon	120113	08/28/2009		0.00	0.00	193.03	193.03
				0.00	0.00	193.03	193.03
ASR Food Distributors, Inc.	120090	08/18/2009		0.00	260.07	0.00	260.07
	120094	08/19/2009		0.00	1,159.84	0.00	1,159.84
	120104	08/26/2009		0.00	690.87	0.00	690.87
	120110	08/26/2009		0.00	759.20	0.00	759.20
	120114	08/31/2009		0.00	598.76	0.00	598.76
				0.00	3,468.74	0.00	3,468.74
Chefs' Toys	120101	08/26/2009		0.00	0.00	48.72	48.72
	120105	08/26/2009		0.00	0.00	3,395.30	3,395.30
				0.00	0.00	3,444.02	3,444.02
Clarke and Associates	120092	08/18/2009		0.00	0.00	37.45	37.45
				0.00	0.00	37.45	37.45
Driftwood Dairy	120117	08/31/2009		0.00	0.00	665.00	665.00
	120118	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120119	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120120	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120121	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120122	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120123	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120124	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120125	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120126	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120127	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120128	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120129	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120130	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120131	08/31/2009		0.00	0.00	1,108.80	1,108.80
	120132	08/31/2009		0.00	0.00	1,108.80	1,108.80

* Totals Are Rounded

Fullerton School District
Food Services
PURCHASE ORDER SUMMARY
(08/18/2009 - 08/31/2009)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
Driftwood Dairy	120133	08/31/2009		0.00	0.00	0.00	1,108.80
	120134	08/31/2009		0.00	0.00	0.00	1,108.80
	120135	08/31/2009		0.00	0.00	0.00	1,108.80
	120136	08/31/2009		0.00	0.00	0.00	1,108.80
	120137	08/31/2009		0.00	0.00	0.00	1,108.80
				0.00	0.00	0.00	22,841.00
Fullerton School District	120097	08/24/2009		0.00	0.00	0.00	2,037.05
				0.00	0.00	0.00	2,037.05
Gold Star Foods	120091	08/18/2009		0.00	825.44	0.00	825.44
	120099	08/25/2009		0.00	801.60	0.00	801.60
	120108	08/26/2009		0.00	713.80	0.00	713.80
	120111	08/26/2009		0.00	4,138.56	0.00	4,138.56
				0.00	6,479.40	0.00	6,479.40
Joseph Webb Foods, Inc.	120088	08/18/2009		0.00	1,209.12	0.00	1,209.12
	120098	08/24/2009		0.00	176.52	0.00	176.52
	120103	08/26/2009		0.00	240.26	0.00	240.26
	120109	08/26/2009		0.00	45.42	0.00	45.42
	120116	08/31/2009		0.00	25.42	0.00	25.42
				0.00	1,696.74	0.00	1,696.74
Lunch Byte Systems	120095	08/19/2009		0.00	0.00	0.00	526.13
				0.00	0.00	0.00	526.13
P & R	120106	08/26/2009		0.00	0.00	330.55	330.55
	120115	08/31/2009		0.00	0.00	709.28	709.28
				0.00	0.00	1,039.83	1,039.83
Ramco Refrigeration	120112	08/26/2009		0.00	0.00	0.00	434.48
				0.00	0.00	0.00	434.48
Refrigeration Supplies Distri.	120096	08/21/2009		0.00	0.00	0.00	1,343.57
				0.00	0.00	0.00	1,343.57
Swift Produce	120138	08/31/2009		0.00	358.00	0.00	358.00
				0.00	358.00	0.00	358.00

* Totals Are Rounded

Date 09/01/2009

Time 06:58

Fullerton School District
Food Services
PURCHASE ORDER SUMMARY
(08/18/2009 - 08/31/2009)

Page 3

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total	
The Noodle Vender	120100	08/25/2009		0.00	2,586.00	0.00	2,586.00	
				0.00	2,586.00	0.00	2,586.00	
The Popcorn Man	120093	08/19/2009		0.00	1,764.00	0.00	1,764.00	
				0.00	1,764.00	0.00	1,764.00	
				0.00	16,821.38	1,039.83	38,686.70	56,547.91

* Totals Are Rounded

Date 09/01/2009
Time 06:38

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(08/18/2009 - 08/31/2009)

Page 1

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120088	08/18/2009	Joseph Webb Foods, Inc.	1,307	0	99
120089	08/18/2009	A & R Distributors	30	0	99
120090	08/18/2009	ASR Food Distributors, Inc.	260	0	99
120091	08/18/2009	Gold Star Foods	825	0	99
120092	08/18/2009	Clarke and Associates	37	0	90
120093	08/19/2009	Office name sign for Lisa Reynoso The Popcorn Man	1,764	0	99
120094	08/19/2009	ASSP Menu ASR Food Distributors, Inc.	1,160	0	99
120095	08/19/2009	ASSP Menu Lunch Byte Systems	526	0	90
120096	08/21/2009	2009-2010 NUTRIKIDS Menu Planning Update Refrigeration Supplies Distri.	1,344	0	90
120097	08/24/2009	Parts for F-3 Freezer at Nutrition Center Fullerton School District	2,037	0	90
120098	08/24/2009	SY 2008-2009 Vehicle Insurance & GAS for June 2009 Joseph Webb Foods, Inc.	177	0	99
120099	08/25/2009	Gold Star Foods Kinder Lunches	802	0	99
120100	08/25/2009	The Noodle Vender Delivery by 9/4/09 or Sooner if Possible	2,586	0	99
120101	08/26/2009	Chefs' Toys Chefs' Toys Quote#1019763	49	0	90
120102	08/26/2009	A & R Distributors	439	0	99
120103	08/26/2009	Joseph Webb Foods, Inc.	240	0	99
120104	08/26/2009	ASR Food Distributors, Inc.	691	0	99
120105	08/26/2009	Chefs' Toys Chefs' Toys Quote # 1019724	3,395	0	90
120106	08/26/2009	P & R	331	0	99
120107	08/26/2009	Action Sales Action Sales Quote dated 8/24/09.	7,732	0	90
120108	08/26/2009	Gold Star Foods	714	0	99
120109	08/26/2009	Joseph Webb Foods, Inc.	45	0	99
120110	08/26/2009	ASR Food Distributors, Inc.	759	0	99

Date 09/01/2009
Time 06:38

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(08/18/2009 - 08/31/2009)

Page 2

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120111	08/26/2009	Gold Star Foods	4,139	0	99
120112	08/26/2009	Ramco Refrigeration Repair Walk-in Freezer	473	0	90
120113	08/28/2009	Amanda Colon Reimbursement for Amanda Colon	193	0	90
120114	08/31/2009	ASR Food Distributors, Inc.	599	0	99
120115	08/31/2009	P & R	709	0	99
120116	08/31/2009	Joseph Webb Foods, Inc.	25	0	90
120117	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	665	0	10
120118	08/31/2009	Driftwood Dairy dairy purchases for the month of September 2009	1,109	0	11
120119	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009	1,109	0	12
120120	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	13
120121	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	15
120122	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	16
120123	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	17
120124	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	18
120125	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	19
120126	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	20
120127	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	21
120128	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	22
120129	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	23
120130	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	24
120131	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	25
120132	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	26
120133	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	27

Date 09/01/2009
Time 06:38

Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(08/18/2009 - 08/31/2009)

Page 3

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
120134	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	28
120135	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	29
120136	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	30
120137	08/31/2009	Driftwood Dairy Dairy purchases for the month of September 2009.	1,109	0	90
120138	08/31/2009	Swift Produce Open PO for the week of 09/01/09 - 09/04/09	358	0	90

CONSENT ITEM

DATE: Septemeber 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 70994 THROUGH 71158 FOR THE 2009/2010 SCHOOL YEAR IN THE AMOUNT OF \$564,584.44

Background: Board approval is requested for warrants numbered 70994 through 71158 for the 2009/2010 school year. The total amount presented for approval is \$564,584.44.

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

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$472,612.64
12 Child Development	22,285.02
14 Deferred Maintenance	0.00
21 Building Fund	122.84
23 G.O. Bond 2002B	0.00
25 Capital Facilities	24,024.34
40 Special Reserve	0.00
68 Workers' Compensation	6,979.60
81 Property/Liability Insurance	38,560.00
Total	\$564,584.44

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 70994 through 71158 for the 2009/2010 school year. The total amount presented for approval is \$564,584.44.

GC:SS:sg

CONSENT ITEM

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Reynoso, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 7155 THROUGH 7165 FOR THE 2009/2010 SCHOOL YEAR TOTALING \$15,324.35

Background: Board approval is requested for Nutrition Services warrants numbered 7155 through 7165 for the 2009/2010 school year. The total amount presented for approval is \$15,324.35.

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 7155 through 7165 for the 2009/2010 school year totaling \$15,324.35.

GC:LR:dlh

CONSENT ITEM

DATE: September 22, 2009

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

PREPARED BY: Marilyn White, Director, Administrative Services

SUBJECT: **ADOPT RESOLUTION #09/10-07 PROCLAIMING OCTOBER 26 - 30, 2009, AS "RED RIBBON WEEK" FOR THE FULLERTON SCHOOL DISTRICT**

Background: "Drug Free is the Key" is the message of this year's Red Ribbon Week. The choice of a drug-free lifestyle and respect for the memory of Drug Enforcement Agent Enrique Camarena has been at the heart of Red Ribbon Week since its inception in 1986, resulting in celebrations nationwide. This year, Red Ribbon Week again gives us the opportunity to demonstrate commitment to those values.

Students will again receive red wristbands from the Orange County Sheriff's Department. Each school site's P.T.A. is able to select and purchase goods to reinforce the message, depending on the P.T.A.'s budgets and level of activities they want to provide. Schools usually build a week of calendared events and activities for this celebration. With the importance of this celebration in mind, the Board is asked to declare October 26 - 30, 2009, as Red Ribbon Week in the Fullerton School District.

Rationale: The "Drug Free is the Key" campaign is designed to inspire parents and other family influencers to connect with their children in ways that persuade them not to use drugs.

Funding: Not applicable.

Recommendation: Adopt Resolution #09/10-07 proclaiming October 26 - 30, 2009, as "Red Ribbon Week" for the Fullerton School District.

MW:mc
Attachment

Fullerton School District
RESOLUTION #09/10-07
PROCLAIMING OCTOBER 26 – 30, 2009, AS “RED RIBBON WEEK”
FOR THE FULLERTON SCHOOL DISTRICT

- WHEREAS, tobacco, alcohol and other substance abuse continue to put lives at risk both in California and throughout the United States; and,
- WHEREAS, Californians for Drug-Free Youth, Inc., sponsored the first statewide Red Ribbon Campaign in 1986, and the National Family Partnership (formerly known as National Federation of Parents for Drug-Free Youth, Inc.) sponsored the first nationwide campaign in 1988, with the Red Ribbon symbolizing commitment to a healthy, drug-free lifestyle – no use of any illegal drug and no illegal use of tobacco, alcohol or any other legal drug – and with the goal of the Red Ribbon Celebration being to present a unified and visible commitment toward the creation of a Drug-Free America; and,
- WHEREAS, the theme of the Red Ribbon Celebration is “Drug Free is the Key”, promoting a strong personal commitment to a drug-free lifestyle; and,
- WHEREAS, the Red Ribbon Celebration will be observed by Fullerton School District during Red Ribbon Week, October 26 – 30, 2009; and,
- WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week-long celebration; and,
- WHEREAS, the Fullerton School District further commits resources to ensure the success of the Red Ribbon Celebration and year-round tobacco, alcohol and other substance abuse prevention efforts.

NOW THEREFORE, BE IT RESOLVED that the Fullerton School District Board of Trustees does hereby support October 26 – 30, 2009, as Red Ribbon Week and encourages all schools to participate in tobacco, alcohol and other substance abuse prevention activities, making a visible statement and commitment to healthy, drug-free communities.

Date

Hilda Sugarman, Board President
Fullerton School District

CONSENT ITEM

DATE: September 22, 2009

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

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

PREPARED BY: Marilyn White, Director, Administrative Services

SUBJECT: RATIFY 2009/2010 AGREEMENT FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES PROGRAM AT LAGUNA ROAD SCHOOL AND NICOLAS JUNIOR HIGH SCHOOL – AGREEMENT #34773

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership (OCFNLP) takes the form of a partnership services program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership services program consists of a group of young people, along with an adult advisor, who work together to make positive change in their schools and communities. OCFNLP staff provides technical assistance and leadership training and support for chapter development. Students meet during the lunch break.

Laguna Road School and Nicolas Junior High School have offered a Friday Night Live Partnership services program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with the Fullerton School District, Laguna Road School and Nicolas Junior High School. Orange County Department of Education is offering a total of \$1,000.00 in stipends. The two staff members at each school who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members’ names are:

<u>Laguna Road School:</u>		<u>Nicolas Junior High School:</u>	
Loryn Lawson	\$250.00	Helen Flores	\$250.00
Suzu Jurgensen	\$250.00	Nancy Mizuno	\$250.00

Rationale: Students at Laguna Road School and Nicolas Junior High School have benefited from the many opportunities for school service, student leadership and social interactions, which are features of the program. This program also fulfills a requirement of our District’s Safe School Plan.

Funding: \$1,000.00 reimbursement from Orange County Department of Education.

Recommendation: Ratify 2009/2010 Agreement for provision of Orange County Friday Night Live Partnership services program at Laguna Road School and Nicolas Junior High School – Agreement #34773.

MW:mc
Attachment

2 AGREEMENT FOR PROVISION OF
3 ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
4 BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
5 AND FULLERTON SCHOOL DISTRICT

6 This AGREEMENT is hereby entered into this 1st day of
7 September, 2009, by and between the Orange County Superintendent of
8 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
9 referred to as SUPERINTENDENT, and Fullerton School District, 1401
10 West Valencia Drive, Fullerton, California 92833, hereinafter
11 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
12 collectively referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the
15 County of Orange, hereinafter referred to as COUNTY, for the
16 provision of Alcohol and Other Drug Primary Prevention Youth
17 Services Friday Night Live Partnership; and

18 WHEREAS, SUPERINTENDENT provides alcohol, tobacco and other
19 drug and violence prevention (ATODV) services through delivery of
20 the Orange County Friday Night Live partnership (OCFNLP); and

21 WHEREAS, the OCFNLP includes Friday Night Live (FNL), a
22 comprehensive primary prevention program which assists youth in
23 grades ninth to twelfth (9-12) to lead themselves and others toward
24 an ATODV-free lifestyle and to commit to making positive change in
25 their community; and

WHEREAS, the OCFNLP includes Club Live (CL), a comprehensive
primary prevention program which assists youth in grades seventh to
eighth (7-8) in developing and implementing activities that support

1 ATODV-free lifestyles and change environmental norms and policies
2 that contribute to ATODV use; and

3 WHEREAS, the OCFNLP includes Friday Night Live Kids (FNL Kids),
4 a comprehensive primary prevention program, which assists youth in
5 grades fourth to sixth (4-6) in developing and implementing programs
6 and activities that support healthy lifestyles; and

7 WHEREAS, DISTRICT is a public school district located in
8 Orange County serving students in grades kindergarten through eighth
9 (K-8), within the age group applicable to FNL Kids/CL; and

10 WHEREAS, SUPERINTENDENT is desirous of contracting with
11 DISTRICT for the provision of Orange County Friday Night Live
12 Partnership services; and

13 WHEREAS, DISTRICT is specially trained and experienced and
14 competent to perform the special services required, and is agreeable
15 to the rendering of such services according to the terms and
16 conditions hereinafter set forth.

17 NOW, THEREFORE, the Parties hereby agree as follows:

18 1.0 BUDGET CONTINGENCY.

19 A. It is mutually understood between the Parties that this
20 AGREEMENT may have been written before ascertaining the availability
21 of congressional or legislative appropriation of funds, for the
22 mutual benefit of both parties in order to avoid program and fiscal
23 delays that would occur if the AGREEMENT were executed after that
24 determination was made.

25 B. This AGREEMENT is valid and enforceable only if sufficient
funds are made available to the State by the United States

1 Government or the California State Legislature for the purpose of
2 this program. In addition, this AGREEMENT is subject to any
3 additional restrictions, limitations, conditions, or any statute
4 enacted by the Congress or the State Legislature that may affect the
5 provisions, terms or funding of this AGREEMENT in any manner.

6 2.0 TERM. The term of this AGREEMENT shall be for a period
7 commencing on September 1, 2009, and terminating on June 30, 2010,
8 subject to termination as set forth in this AGREEMENT. DISTRICT
9 shall be obligated to perform such duties as would normally extend
10 beyond this term including, but not limited to, obligations with
11 respect to indemnification, audits, reporting, and accounting.

12 3.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
13 independent contractor to perform the following described work and
14 services to implement FNL/CL, hereinafter referred to as FNL
15 SERVICES and DISTRICT hereby agrees to perform said FNL SERVICES
16 upon the terms and conditions hereinafter set forth. DISTRICT'S
17 chapter school site must meet the requirements to be eligible to
18 receive a maximum of Five hundred dollars (\$500.00) advisor
19 incentive funds. Verification and completion of all activities by
20 May 10, 2010, is required to receive the full stipend. Payment will
21 be based on the number of advisors at each chapter site and the
22 level of participation by each advisor, which will be determined by
23 the SUPERINTENDENT'S Program Managers. Specifically, DISTRICT shall
24 ensure that each school site meets the following requirements in
25 order to maintain its eligibility for advisor incentive funds for
the Orange County Friday Night Live Partnership Program:

- 1 3.1 Establish up to two (2) FNL/CL chapters at different
2 school sites within the DISTRICT including a minimum of
3 one (1) adult advisor at each school site who is an
4 employee of DISTRICT in good standing, who will
5 facilitate a chapter on campus to work together to make a
6 positive impact in their school and their community.
7 Each FNL/CL chapter advisor shall review and acknowledge
8 receipt of the 2009-2010 OCFNLP Participant Requirements
9 attached hereto as Exhibit "A" and incorporated herein.
- 10 3.2 Hold and facilitate a minimum of two (2) chapter meetings
11 per month.
- 12 3.3 Participate in two (2) or more Advisor Trainings: Advisor
13 Kick-off and/or Advisor Kick-off and/or Advisor-
14 Professional Development Academy training(s) scheduled by
15 OCFNLP.
- 16 3.4 Participate in one (1) or more youth-focused leadership/
17 prevention/advocacy training(s).
- 18 3.5 Foster school and/or community engagement through
19 conducting at least one (1) or more alcohol, tobacco,
20 other drug, and violence (ATODV) prevention activities,
21 including environmental prevention activities and/or
22 service learning projects as defined by OCFNLP.
- 23 3.6 Conduct and maintain program data collection and
24 evaluation including but not limited to a chapter
25 profile, monthly logs, sign-in sheet, pre/post surveys,
and a Youth Development Survey.

1 3.7 Adhere to all DISTRICT policies, procedures,
2 administrative regulations and code of conduct.

3 4.0 COMPENSATION.

4 A. SUPERINTENDENT agrees to pay DISTRICT a total sum not to
5 exceed One thousand dollars (\$1,000.00) for services satisfactorily
6 rendered pursuant to this AGREEMENT provided DISTRICT'S costs are
7 reimbursable pursuant to County, State and Federal statutes and
8 regulations and under all applicable terms of the State of
9 California. OCFNLP advisors who satisfy all of the FNL SERVICES as
10 set forth in Section 3.0 have the opportunity to receive an Advisor
11 Incentive in the maximum amount of Five hundred dollars (\$500.00) per
12 school site chapter. The dollar amounts listed below reflect
13 payment distributions for FNL SERVICES rendered in the 2009-2010
14 year. Each component may be counted only one time. Verification by
15 SUPERINTENDENT'S designee and completion of all FNL SERVICES BY June
16 4, 2010, are required to receive the maximum Advisor Incentive per
17 school site as follows:

- 18 1. Evaluation and Data Collection - Chapter Profile,
19 Monthly Logs, sign-in sheets, pre/post surveys, and
20 Youth Development Survey (\$150.00).
- 21 2. Participate in two (2) or more Advisor Trainings:
22 Advisor Kick-off and/ or Professional Development
23 Academy(s) (\$100.00).
- 24 3. One (1) or more Youth-focused Leadership/Prevention/
25 Advocacy Trainings (\$100.00).

1 4. On-going School/Community Engagement Activities
2 (i.e., ATODV activities, prevention projects, and/or
3 service learning projects) (\$100.00).

4 5. Media input (i.e., student generated letter or
5 article submitted to school/local newspaper for ATODV
6 education and/or advocacy) (\$50.00).

7 B. Payment shall be made upon completion and acceptance of
8 services and receipt of an itemized invoice from DISTRICT in
9 duplicate. Due to the requirements for reporting, all billings in
10 the amount of One thousand dollars (\$1,000.00) from DISTRICT for the
11 period September 1, 2009 through June 30, 2010, must be received by
12 SUPERINTENDENT no later than June 4, 2010. SUPERINTENDENT will not
13 be liable for any billings received from DISTRICT after June 4,
14 2010. Payment shall be mailed to: Fullerton School District, 1401
15 West Valencia Drive, Fullerton, California 92833, or at such other
16 place as DISTRICT may designate in writing.

17 C. All billings to SUPERINTENDENT shall be supported, at
18 DISTRICT's facility, by source documentation including, but not
19 limited to, ledgers, journals, time sheets, invoices, bank
20 statements, cancelled checks, receipts, receiving records, and
21 records of services provided.

22 D. SUPERINTENDENT may withhold or delay any payment should
23 DISTRICT fail to comply with any of the provisions set forth in this
24 AGREEMENT.
25

1 E. DISTRICT shall not claim reimbursement for services
2 provided beyond the expiration and/or termination of this AGREEMENT,
3 except as may otherwise be provided under this AGREEMENT.

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

14 G. DISTRICT shall not use any funds provided by means of
15 this AGREEMENT for lobbying any governmental agency or official.
16 DISTRICT shall file all certificates and reports in compliance with
17 the requirement pursuant to Title 31, Section 1352, U.S.C.A.

18 5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
19 AGREEMENT, shall be and act as an independent contractor.
20 SUBCONTRACTOR understands and agrees that he/she and all of his/her
21 employees shall not be considered officers, employees or agents of
22 the SUPERINTENDENT, and are not entitled to benefits of any kind or
23 nature normally provided employees of the SUPERINTENDENT and/or to
24 which SUPERINTENDENT'S employees are normally entitled, including,
25 but not limited to, State Unemployment Compensation or Workers'
Compensation. DISTRICT assumes the full responsibility for the acts

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

7 6.0 HOLD HARMLESS. DISTRICT agrees to and does hereby indemnify,
8 hold harmless and defend the SUPERINTENDENT, the Orange County Board
9 of Education and its officers, agents and employees, from every
10 claim or demand made and every liability, loss, damage or expense,
11 of any nature whatsoever, which may be incurred by reason of:

12 (a) Liability for damages for: (1) death or bodily
13 injury to person; (2) injury to, loss or theft of
14 property; or (3) any other loss, damage or expense
15 arising out of (1) or (2) above, sustained by the
16 DISTRICT or any person, firm or corporation
17 employed by the DISTRICT, either directly or by
18 independent contract, upon or in connection with
19 the services called for in this AGREEMENT, however
20 caused, except for liability for damages referred
21 to above which result from the sole negligence or
22 willful misconduct of the SUPERINTENDENT, the
23 Orange County Board of Education, or its officers,
24 employees or agents.

25 (b) Any injury to or death of any persons, including
the SUPERINTENDENT or its officers, agents and

1 employees, or damage to or loss of any property
2 caused by any act, neglect, default, or omission
3 of the DISTRICT, or any person, firm or
4 corporation employed by the DISTRICT, either
5 directly or by independent contract, arising out
6 of, or in any way connected with, the services
7 covered by this AGREEMENT, whether said injury or
8 damage occurs either on or off SUPERINTENDENT'S
9 property, except for liability for damages which
10 result from the sole negligence or willful
11 misconduct of the COUNTY, the SUPERINTENDENT, the
12 Orange County Board of Education, or its officers,
13 employees or agents.

14 (c) Any liability for damages which may arise from the
15 furnishing or use of any copyrighted or
16 uncopyrighted matter or patented or unpatented
17 invention under this AGREEMENT.

18 7.0. RECORDS. DISTRICT shall prepare and maintain accurate and
19 complete financial records of its costs and operating expenses as
20 they relate to the services provided by this AGREEMENT. Financial
21 records shall be retained for at least four (4) years from the date
22 of final payment or final settlement, or until audit findings are
23 resolved, whichever is longer. DISTRICT will maintain the
24 confidentiality of all records, including billings, in accordance
25 with all applicable County, State, and Federal statutes and
regulations. DISTRICT shall inform all its officers, employees, and

1 agents of their responsibility for maintaining the confidentiality
2 provisions of this section.

3 8.0 INSPECTION AND AUDIT. SUPERINTENDENT, County of Orange, and
4 the State of California or Federal authorized representatives shall
5 have access for the purpose of auditing or examining any records of
6 DISTRICT pertinent to this AGREEMENT. DISTRICT shall maintain
7 records of services provided and financial records for a period of
8 four (4) years, unless such period is waived by SUPERINTENDENT and
9 County of Orange.

10 9.0 DELEGATION AND ASSIGNMENT. The obligations of the DISTRICT
11 pursuant to this AGREEMENT shall not be assigned by the DISTRICT
12 without prior written approval of SUPERINTENDENT.

13 10.0 TOBACCO USE POLICY. In the interest of public health,
14 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
15 use of any tobacco products are prohibited in buildings and
16 vehicles, and on any property owned, leased or contracted for by the
17 SUPERINTENDENT pursuant to SUPERINTENDENT's Policy 400.15. Failure
18 to abide with conditions of this policy could result in the
19 termination of this AGREEMENT.

20 11.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
21 must meet the approval of the SUPERINTENDENT and shall be subject to
22 the SUPERINTENDENT's general right of inspection to secure the
23 satisfactory completion thereof. DISTRICT agrees to comply with all
24 federal, state and local laws, rules, regulations and ordinances
25 that are now or may in the future become applicable to DISTRICT,
DISTRICT's business, equipment and personnel engaged in operations

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

3 12.0 PERMITS/LICENSES. DISTRICT and all DISTRICT's employees or
4 agents shall secure and maintain in force such permits and licenses,
5 certificates, waivers, and exemptions as are required by law in
6 connection with the furnishing of services pursuant to this
7 AGREEMENT.

8 13.0 NONDISCRIMINATION. DISTRICT agrees that it will not engage in
9 unlawful discrimination in employment of persons because of race,
10 color, religious creed, national origin, ancestry, physical
11 handicap, medical condition, marital status, or sex of such persons.
12 DISTRICT agrees to employ persons solely on the basis of merit
13 without regard to race, religion, color, gender, national origin,
14 sexual preference, medical condition, marital status, ancestry, age
15 or physical or mental handicap.

16 14.0 TERMINATION.

17 A. Either party may terminate this AGREEMENT, with or without
18 cause, upon thirty (30) days written notice served upon the other
19 party. Notice shall be deemed given when received by the DISTRICT
20 or no later than three (3) days after the day of mailing, whichever
21 is sooner.

22 B. In the event DISTRICT should fail to perform the covenants
23 contained in this AGREEMENT in the time and manner specified,
24 SUPERINTENDENT may immediately terminate this AGREEMENT and is
25 excused from paying any amounts billed by DISTRICT to
SUPERINTENDENT.

1 15.0 NOTICE. All notices or demands to be given under this
2 AGREEMENT by either party to the other, shall be in writing and
3 given either by: (a) personal service or (b) by U.S. Mail, mailed
4 either by registered or certified mail, return receipt requested,
5 with postage prepaid. Service shall be considered given when
6 received if personally served or if mailed on the third day after
7 deposit in any U.S. Post Office. The address to which notices or
8 demands may be given by either party may be changed by written
9 notice given in accordance with the notice provisions of this
10 section. As of the date of this AGREEMENT, the addresses of the
11 parties are as follows:

12 DISTRICT: Fullerton School District
13 1401 West Valencia Drive
14 Fullerton, California 92833
15 Attn: _____

16 SUPERINTENDENT: Orange County Superintendent of Schools
17 200 Kalmus Drive
18 P.O. Box 9050
19 Costa Mesa, California 92628-9050
20 Attn: Patricia McCaughey

21 16.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
22 redress for violation of, or to insist upon, the strict performance
23 of any term or condition of this AGREEMENT, shall not be deemed a
24 waiver by that party of such term or condition, or prevent a
25 subsequent similar act from again constituting a violation of such
term or condition.

26 17.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be
invalid, void, or unenforceable, the remaining provisions will

1 nevertheless continue in full force and effect, and shall not be
2 affected, impaired or invalidated in any way.

3 18.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
4 shall be governed by the laws of the State of California with venue
5 in Orange County, California.

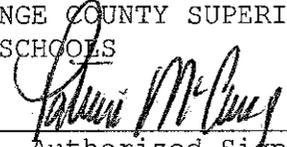
6 19.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
7 attached hereto constitute the entire agreement among the Parties to
8 it and supersedes any prior or contemporaneous understanding or
9 agreement with respect to the services contemplated, and may be
10 amended only by a written amendment executed by DISTRICT and
11 SUPERINTENDENT to the AGREEMENT.

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

13 DISTRICT: FULLERTON SCHOOL
14 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

15 BY: _____
Authorized Signature

15 BY: 
Authorized Signature

16 PRINT NAME: _____

16 PRINT NAME: Patricia McCaughey

17 TITLE: _____

17 TITLE: Coordinator

18 DATE: _____

18 DATE: August 20, 2009

24 FullertonSD-FNL Advisor(34773)10
25 ZIP4

ORANGE COUNTY DEPARTMENT OF EDUCATION FRIDAY NIGHT LIVE PARTNERSHIP

2009-2010 OCFNLP PARTICIPANT REQUIREMENTS

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies.

The Orange County Friday Night Live Partnership (OCFNLP) programs focus on youth development and alcohol, tobacco, other drug, and violence (ATODV) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for the young people we serve.

OCFNLP Standards of Practice:

As a *Member in Good Standing* of the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These Standards of Practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults;
5. Opportunities to engage in interesting and relevant skill development activities;
6. Opportunities to develop healthy personal attitudes and behavior (directly related to *No Child Left Behind* legislation).

OCFNLP staff will provide:

- Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
- Provision of new advisor training and materials;
- Technical assistance for new chapter development;
- Handbook and lesson plans for chapter implementation;
- Training and project support for school and community engagement activities;
- Training and project support for environmental prevention activities;
- Annual Advisor Kick-off;
- Two (2) countywide advisor training opportunities (Advisor Professional Development Academy);
- Youth-focused leadership training opportunities (leadership/skill building/ATODV prevention trainings);
- One (1) countywide recognition event (fee-based);
- Countywide alternative activities (fee-based) eligibility to participate requires submission of monthly logs;
- Support for chapter recruitment activities;
- Program information and updates through the OCFNLP website, email, fax, and/or mailings.



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education and funded by the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • www.ocfnl.org



Chapter Responsibilities for Participation in OCFNLP:

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed below. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids name and logos).

- Maintain a leadership team, including a minimum of one (1) advisor;
- Hold and facilitate a minimum of two (2) chapter meetings per month;
- Participate in Advisor Kick-off;
- Participate in one (1) or more Advisor Professional Development Academy trainings;
- Participate in one (1) or more youth-focused leadership/prevention/advocacy training(s);
- Foster school and/or community engagement through alcohol, tobacco, other drug, and violence prevention activities, including Environmental Prevention activities and/or service learning projects;
- Conduct and maintain program data collection and evaluation;
- Adhere to all district/agency policies and code of conduct.

Requirements for Advisor Incentives:

OCFNLP advisors who meet the eligibility requirements have the opportunity to receive an Advisor Incentive. Amounts listed reflect payment distribution for the 2009-2010 fiscal year. Each component may be counted only one time. Maximum obligation is \$500 per site. Verification and completion of all activities by May 1, 2010, is required to receive the full stipend. Payments are made through district contracts.

- Evaluation and Data Collection – Chapter Profile, Chapter Application, Monthly Logs, Sign-in Sheets, Retrospective Surveys, and Youth Development Survey [\$150];
- Two (2) or more Advisor Trainings (*Advisor Kick-off and/or Advisor Professional Development Academy*) [\$100];
- One (1) or more Youth-focused Leadership/Prevention/Advocacy Trainings [\$100];
- On-going School/Community Engagement Activities (*i.e., ATODV prevention activities/projects, and/or service learning projects*) [\$100];
- Media Input (*i.e., student generated letter, flyer, schoolwide announcements, and/or article submitted to school/local newspaper for ATODV education and/or advocacy*) [\$50].

OCFNLP Lobbying Prohibition:

OCFNLP staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- In contracts, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.
- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.

For further information, please see the "Lobbying vs. Education" information sheet in your Advisor Handbook.

Lobbying vs. Education

Orange County Friday Night Live Partnership (OCFNLP) staff, chapter members and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids program.

- Lobbying is considered using any OCFNLP funds, materials or affiliation to influence an elected official (from city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.
- In contrast, OCFNLP is committed to Education such as providing factual information to anyone on a specific topic.

The following are two examples of Lobbying vs. Education;

Scenario 1: A city council meeting is focused on creating a new tobacco policy for their city. A FNL chapter would like to speak at this meeting because tobacco issues are important to them.

<u>Lobbying</u>	<u>Education</u>
It would be lobbying if the advisor or any chapter members spoke at the city council meeting asking city council to pass (or veto) this new policy, while representing themselves as FNL/CL/FNL Kids members.	It would be education if the advisor or any chapter members spoke at the city council meeting providing facts about tobacco (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.

Scenario 2: The State of California is looking into raising alcohol taxes. A FNL chapter would like to provide input on this matter, since they have been working really hard to decrease underage drinking at their school.

<u>Lobbying</u>	<u>Education</u>
It would be lobbying if the advisor or any chapter member sent a postcard or letter to the state encouraging (or discouraging) the passing of this tax, while representing themselves as FNL/CL/FNL Kids members.	It would be education if the advisor or any chapter members sent a postcard or letter to the state providing them with facts about underage drinking (stats from their own findings, city, state, etc.), while representing themselves as FNL/CL/FNL Kids members.



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education and funded by the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • www.ocnl.org



2009-2010 OCFNLP PARTICIPANT REQUIREMENTS

I, _____, have read and agree to uphold the standards of practice and integrity of the Orange County Friday Night Live Partnership program as stated in the "2009-2010 OCFNLP Participant Requirements."

OCFNLP Advisor Signature

Date

OCFNLP Staff Member

Date



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education and funded by the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.
OCFNLP contact information: 714/966-4356 • Fax 714/540-2365 • www.ocfni.org



WILLIAM H. HARBERT
County Superintendent of Schools

CONSENT ITEM

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Kathleen Carroll, Director of Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on September 2, 2009.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

KC:ph
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 9/2/2009
PRESENTED TO THE BOARD OF TRUSTEES: 9/22/2009

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
John	Rodgers	Reprographics Clerk/sub	Add substitute classification	08/10/09	50		519	B15/1
Patricia	Urban	Stock Clerk/Transporter	Add substitute classification	08/24/09	55		406	B22/1
Sally	Barron	IA/Rec., Cler.Asst.I/sub	Add substitute classifications	08/20/09	99		999	B11/1
Richard	Vande Vooren	Reprographics Clerk/sub	Change classification from Repro. Tech/sub	08/10/09	50		519	B15/1
Beci	Weed	Tech. Support Spec. II	Change job title from Tech. Support Spec. I	07/16/09	59	8.00		B28/5
Patricia	Behlings	Tech. Support Spec. III	Change job title from Tech. Support Spec. II	07/16/09	59	8.00		B30/6
Marcia	Young	Tech. Support Spec. III/sub	Change job title from Tech. Support Spec. II	07/16/09	59			B30/6
Aaron	Storey	Tech. Support Spec. IV	Change job title from Tech. Support Spec. III	07/16/09	59	8.00		B32/6
Monique	Aguilar	Instr. Asst./BB	Change last name from Castaneda	07/29/09	60	19.75/wk	329	B14/6
Dana	Purcell	Playground Sup./sub	Change to substitute status	08/31/09	13		100	B11/1
Christian	Tavarez	Instr. Asst./Rec.	Employ Summer Camp 7/6-8/14/09	07/06/09	60	30.0/wk	82	B11/3
Alicia	Solis	Custodian I	Extend extra summer work to 8/30/09	08/03/09	53	3.75	542	B17/6
Diane	Bardwell	Bus Driver	Extra summer work	07/17/09	56		566	B21/3
Olga	Villavicencio	Clerical Asst. II/BB	Extra summer work 7/1-7/24/09	07/01/09	60		329	B20/6
Frank	Rangel	Transporter	Extra summer work 8/28/09	08/28/09	90	8.00	606	B20/6
Marciela	Aguilar	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/2
Veronica	Bautista	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/1
Vanessa	De La Torre	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Ricardo	Escobar	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/5
Ureil	Espinoza	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/2
Jennie	Garcia	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/4
Luz	Garcia Montes	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/2
Cynthia	Gonzalez	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Mauro	Guzman	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Eva	Hampton	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Elizabeth	Marchan	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/2
Sandra	Mendoza	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Evelyn	Meza	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Maira	Michel	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/4
Francisco	Montano	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/6
Alberti	Paz	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Judith	Quijada	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Jamie	Roque	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/4
Lydia	Rosas	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Ian	Serrano	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/2
Diana	Vargas	Instr. Asst./BB	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B14/3
Joanna	Barraza	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2

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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
David	Ben Jr.	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Varsha	Bhatt	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/1
Amruta	Bhatt	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Jessica	Bonilla	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Jennifer	Bradley	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/4
Sara	Calderon	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Antonio	Calderon	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/4
Soo Nam	Choi	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B14/6
Samuel	Choi	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Fredd	Corralles	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Alicia	David	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/4
Khanh	Dinh	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Lauren	Dodd	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/3
Andrea	Elias	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Joseph	Enerson	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/4
Monica	Escobar Ruiz	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Rene	Garcia	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Tanya	Garcia	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Lisset	Garcia	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/6
Asha	Ghai	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Eric	Goosen	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/3
Lori	Grant	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Tristin	Hernandez	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Jennifer	Holden	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Victoria	Hruby	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/3
Scott	Hutchinson	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/4
Gonzales	Karen	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/6
Jeffrey	Lawhorn	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Edith	Mendoza	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Kimberly	Moore	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Patricia	Morad	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/5
Emanuel	Moran	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Angela	Naranjo	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/6
Alma	Navarro	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/4
Fred	Oh	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Patricia	Otto-Gaskill	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/3
Erica	Pereya	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/1

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Veronica	Rios	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Lilia	Ruiz	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/4
Kristine	Sterris	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Christian	Tavarez	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Jamie	Valladares	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Ryan	Victoria	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Guadalupe	Villescas	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Zinnia	Voong	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	85	B11/2
Dominic	Wragg	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/3
Alexander	Yang	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Jennifer	Zuloaga	Instr. Asst./Rec.	Extra summer work/training 8/26-8/28/09	08/26/09	60	13.00	329	B11/2
Maritza	Barajas	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Amanda	Chism	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Danielle	Dorse	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Veronica	Escobedo	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Katrina	Garcia	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Amanda	Helo	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Victoria	Huston	Instr. Asst./Rec.	Hire probationary status	08/31/09	28	3.50	310	B11/1
Katherine	James	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Lester	Maldonado	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.75/wk	329	B11/1
Tawnya	Moore	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/3
Marissa	Phillips	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Sophia	Radhanpuri	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Vanessa	Rosas	Instr. Asst./Rec.	Hire probationary status	08/31/09	25	3.50	310	B11/1
Christopher	Sandoval	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Jazmin	Serrano	Instr. Asst./Rec.	Hire probationary status	08/31/09	60	19.5/wk	85	B11/1
Vanessa	Buchanan	Playground Sup.	Hire regular status	08/31/09	11	10.0/wk	100	B11/1
Yewande	Findley	Instr. Asst./Rec./sub	Hire substitute status	08/03/09	60		999	B11/1
Jennifer	Fowler	Instr. Asst./Rec./sub	Hire substitute status	08/12/09	60		999	B11/1
Michael	Johnson	Instr. Asst./SE I/sub	Hire substitute status	08/31/09	99		999	B14/1
Jordynn	Alexander	Instr. Asst./SE/sub	Hire substitute status	07/09/09	99		999	B14/1
Mehealani	Burgess	Instr. Asst./SE/sub	Hire substitute status	07/17/09	99		999	B14/1
Elizabeth	Gray	Instr. Asst./SE/sub	Hire substitute status	06/11/09	99		999	B14/1
Pryscilla	Pintado	Instr. Asst./SE/sub	Hire substitute status	06/11/09	99		999	B14/1
Luz	Revuelta	Social Service Asst./sub	Hire substitute status	08/26/09	28		212	B16/1
Mayra	Zavala	After School Site Lead	Increase hours from 20.0/week	08/24/09	60	35.0/wk	329	B18/6
Peter	Farquhar	Custodian I	Increase hours from 3.75/day	07/20/09	53	8.00	542	B17/6

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Paige	Hunzicker	Instr. Asst./SE I	Increase hours from 9 hrs/week	08/31/09	29	3.00	121	B14/3
Judy	Leon	Instr. Asst./SE I	Layoff - 1 hr. eliminated at V.P. (6 hrs-Herm)	08/31/09	28	1.00	100	B14/6
Jagath	Jayarantne	Instr. Asst./Tech.	Layoff - reduction of hours/transfer	08/31/09	19	3.75	212	B14/4
Flor	Obregon	Social Service Asst. To Instr. Asst./BB	Layoff bumped into IA/BB, reduction of hours from 8 to 3.5/day	08/31/09	25	3.50	310	B14/2
Monique	Aguilar	Instr. Asst./BB	Leave of absence 9/10/09-3/10/10	09/10/09	60	19.75/wk	329	B14/6
Heidi	Harris	Ed Media Asst.	Longevity increase to 2.5%	08/26/09	21	10.0/wk	402	B19/6
Karen	Laiola	Ed Media Asst.	Longevity increase to 2.5%	08/26/09	16	10.0/wk	402	B19/6
Katherine	Robinson	Ed Media Asst.	Longevity increase to 2.5%	08/26/09	25	10.0/wk	402	B19/6
Gloria	Meitzler	Ed Media Asst.	Longevity increase to 3.0%	08/26/09	12	10.0/wk	402	B19/6
Julie	Emrick	Ed Media Asst.	Longevity increase to 4.0%	08/26/09	28	10.0/wk	402	B19/6
Mary	Reese	Ed Media Asst.	Longevity increase to 5.5%	09/03/09	29	10.0/wk	402	B19/6
Employee/sub	#1050		No longer available	07/31/09				
Monique	Bosse	Sup. Child Care Svcs.	Promotion from After School Site Lead	07/06/09	60	8.00	329/085	M09/1
Melinda	Taylor	Secretary	Promotion from CAII	08/10/09	54	8.00	420/141	B21/4
Yolanda	Sutherland	Secretary	Promotion from CAII/BB	07/27/09	55	8.00	217/302	B21/6
David	Berdeja	Bus Driver	Reinstatement	08/26/09	56	25.0/wk	565/566	B21/3
Sally	Barron	Ed Media Asst.	Reinstatement	08/26/09	26	10.0/wk	402	B19/4
Rachel	Boecking	Ed Media Asst.	Reinstatement	09/03/09	19	10.0/wk	402	B19/6
Julie	Emrick	Ed Media Asst.	Reinstatement	08/26/09	28	10.0/wk	402	B19/6
Melody	Gaylord	Ed Media Asst.	Reinstatement	08/26/09	15	10.0/wk	402	B19/6
Heidi	Harris	Ed Media Asst.	Reinstatement	08/26/09	21	10.0/wk	402	B19/6
Eleano	Johnson	Ed Media Asst.	Reinstatement	08/26/09	18	10.0/wk	402	B19/6
Karen	Laiola	Ed Media Asst.	Reinstatement	08/26/09	16	10.0/wk	402	B19/6
Kathy	Maeseele	Ed Media Asst.	Reinstatement	08/26/09	20	10.0/wk	402	B11/3
Gloria	Meitzler	Ed Media Asst.	Reinstatement	08/26/09	12	10.0/wk	402	B19/6
Mary	Reese	Ed Media Asst.	Reinstatement	09/03/09	29	10.0/wk	402	B19/6
Katherine	Robinson	Ed Media Asst.	Reinstatement	08/26/09	25	10.0/wk	402	B19/6
Judy	Swanson	Ed Media Asst.	Reinstatement	08/26/09	24	10.0/wk	402	B19/6
Laura	Whipple	Ed Media Asst.	Reinstatement	08/26/09	13	10.0/wk	402	B19/6
Sherrie	Williamson	Ed Media Asst.	Reinstatement	08/26/09	30	10.0/wk	402	B19/6
Alicia	David	Instr. Asst./Rec.	Reinstatement	08/31/09	60	19.5/wk	85	B11/4
Heidi	Norris-Pena	Instr. Asst./SE I	Reinstatement	08/31/09	29	5.00	121	B14/5
Mariela	Valladares	Instr. Asst./Reg.	Remove leave of absence	08/31/09	22	17.5/wk	318	B11/2
Yvonne	Carlos	Instr. Asst./SE I	Remove summer school 6/22-7/17/09	06/22/09	29	4.50	124	B14/6
Vicki	Hernandez	Food Service Asst. III	Remove working out of class as CA II	08/24/09	90	8.00	606	B16/6
Jennie	Perez	Food Service Asst. II	Remove working out of class as FSA III	08/24/09	90	8.00	606	B12/6
John	Marino	Custodian I	Remove working out of class as Trans/Cust	06/12/09	29	3.75	542	B17/3

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Yewande	Findley	Instr. Asst./Rec.	Rescind resignation	08/03/09	60	19.5/wk	85	B11/2
Sandra	Trejo	Bus Driver	Rescind termination on probation (layoff)	05/19/09	56	25.0/wk	565/566	B21/1
Jesus	Sotello	Custodian I	Rescind working out of class/Cust. II to 8/30	08/01/09	17	8.00	542	
Ines	Abrego	Bus Driver	Resignation	08/26/09	56	30.1/wk	565/566	B21/6
Christina	Herp	Instr. Asst./BB	Resignation	08/21/09	22	17.5/wk	318	B14/2
Yewande	Findley	Instr. Asst./Rec.	Resignation	08/03/09	60	19.5/wk	85	B11/3
Jennifer	Fowler	Instr. Asst./Rec.	Resignation	08/12/09	60	19.75/wk	85	B11/2
Deanna	Padilla	Instr. Asst./Rec.	Resignation	07/07/09	60	19.5/wk	85	B18/2
Jacqueline	Vankeeken	Instr. Asst./Rec.	Resignation	07/30/09	60	19.5/wk	85	B11/2
Tracy	Moore	Instr. Asst./Reg.	Resignation	08/04/09	25	17.5/wk	310	B11/3
Jordynn	Alexander	Instr. Asst./SE I	Resignation	07/09/09	27	4.00		B14/2
Elizabeth	Gray	Instr. Asst./SE I	Resignation	06/11/09	21	6.00	122	B14/4
Pryscilla	Pintado	Instr. Asst./SE I	Resignation	06/11/09	10	3.80	120	B14/4
Patricia	Brambila	Instr. Asst./SE II A	Resignation	07/22/09	29	5.00	121	B14/2
Mehealani	Burgess	Instr. Asst./SE II A	Resignation	07/17/09	29	6.00	121	B14/6
Amanda	Colon	Asst. Dir. Food Services	Step raise	08/01/09	90	8.00	606	M10/2
Sandra	Trejo	Bus Driver	Step raise	06/01/09	56	25.0/wk	565/566	B21/2
Sandra	Contreras	School Office Manager	Step raise	08/01/09	22	8.00	403	B25/6
Kathy	Maeseele	Ed Media Asst.	Temporary additional hours	08/26/09	20		212	B19/3
Mary	Marquez	Ed Media Asst./sub	Temporary additional hours	08/19/09	17		402/304	B19/6
Feliciano	Hernandez	Transporter	Temporary additional hours	08/20/09	50	8.00	531	B20/4
Eloisa	Gomez	Social Service Asst.	Transfer 4 hrs/V.P. 2 hrs/Rich Fmly. Ctr.	08/20/09	28/25	6.00	210/392	B17/6
Karen	Gonzales	Instr. Asst./BB	Transfer from ASP: Acacia to Raymond	08/31/09	60	19.5/wk	329	B14/5
Dominic	Wragg	Instr. Asst./Rec.	Transfer from ASP: Acacia to Raymond	08/31/09	60	18.75/wk	329	B11/3
Tristin	Hernandez	Instr. Asst./Rec.	Transfer from ASP: Beech to Pac. Dr.	08/31/09	60	19.5/wk	329	B11/2
Veronica	Bautista	Instr. Asst./BB	Transfer from ASP: Beech to Richman	08/31/09	60	19.75/wk	329	B14/1
Lydia	Rosas	Instr. Asst./BB	Transfer from ASP: Fisler to Richman	08/31/09	60	19.5/wk	329	B14/3
Jamie	Valladares	Instr. Asst./Rec.	Transfer from ASP: Fisler to Rolling Hills	08/31/09	60	19.5/wk	85	B11/2
Dominic	Wragg	Instr. Asst./Rec.	Transfer from ASP: L.V. to Acacia	08/31/09	60	18.75/wk	85	B11/3
Luz	Garcia Montes	Instr. Asst./BB	Transfer from ASP: Nicolas to Woodcrest	08/31/09	60	18.0/wk	329	B14/2
Jennifer	Fowler	Instr. Asst./Rec.	Transfer from ASP: Pac. Dr. to Sunset Ln.	08/31/09	60	19.75/wk	85	B11/2
Jamie	Valladares	Instr. Asst./Rec.	Transfer from ASP: R.H. to Fisler	08/31/09	60	19.5/wk	85	B11/2
Marissa	Olivas	Instr. Asst./Rec.	Transfer from ASP: Richman to Rolling Hills	08/31/09	60	12.5/wk	85	B11/4
Ian	Serrano Ortiz	Instr. Asst./Rec.	Transfer from ASP: Sunset Ln. to Raymond	08/31/09	60	19.75/wk	329	B14/2
Diana	Vargas	Instr. Asst./BB	Transfer from ASP: Woodcresst to Richman	08/31/09	60	19.75/wk	329	B14/3
Mauro	Guzman	Instr. Asst./BB	Transfer from ASP: Woodcrest to Richman	08/31/09	60	19.5/wk	329	B14/3
Teresa	Madore	Instr. Asst./Tech.	Transfer from Common to V.P.	08/31/09	28	3.75	304	B14/6

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Patricia	Otto-Gaskill	Instr. Asst./Rec.	Transfer from Fisler to ASP (R.H.) Inc.hrs.	07/20/09	60	19.5/wk	85	B11/4
Aurora	Brooks	Instr. Asst./BB	Transfer from L.V. to Pre K Common	07/20/09	12	17.5/wk	310	B14/2
Soo-Nam	Choi	Instr. Asst./BBK	Transfer from Laguna to ASP-Fisler	07/01/09	30	19.5/wk	85	B14/6
Adao	Garcia	Custodian I	Transfer from M&O to Nicolas	08/31/09	20	3.80	542	B17/3
Peter	Farquhar	Custodian I	Transfer from M&O to Parks	08/21/09	23	8.00	542	B17/6
Peggy	Cooper	Instr. Asst./SE II A	Transfer from Nicolas to Woodcrest	08/31/09	29	6.50	121	B14/6
William	Counts	Custodian I	Transfer from Parks to Valencia Park	08/21/09	28	8.00	542	B17/6
Margarita	Hernandez	Instr. Asst./BB	Transfer from Pre-K: Common to Orange	08/31/09	21	3.75	318	B14/6
Christina	Herp	Instr. Asst./BB	Transfer from Pre-K: Orange to Pac. Dr.	08/31/09	22	17.5/wk	318	B14/2
Jessica	Lopez	Instr. Asst./BB	Transfer from Pre-K: Pac. Dr. to Common	08/31/09	12	18.75/wk	310	B14/6
Irma	Edmunds	Instr. Asst./Reg.	Transfer from Pre-K: Pac. Dr. to Orange	08/31/09	21	3.50	318	B11/6
Noelia	Cuanalo	Instr. Asst./BB	Transfer from Pre-K: Richman to Pac. Dr.	08/31/09	22	3.50	318	B14/2
Catalina	Hurtado	Instr. Asst./BB	Transfer from Pre-K: Val. Park to Richman	08/31/09	25	17.5/wk	392	B14/2
Victor	Solis	Custodian I	Transfer from Valencia Park to Pacific Dr.	08/21/09	22	8.00	542	B17/6
Rus	Cristian	Instr. Asst./Rec.	Transfer, reduction of hours	08/31/09	30	12.0/wk	304/302	B11/3
Diane	Scharfe	After School Site Lead	Unpaid leave of absence 7/1-7/20/09	07/01/09	60	8.00		
Karen	Gonzalez	Instr. Asst./Rec.	Voluntary demotion from IA/BB; transfer	08/31/09	60	19.5/wk	85	B11/6
Marissa	Olivas	Instr. Asst./Rec.	Voluntary reduction of hours from 19.75/wk	08/31/09	60	12.5/wk	85	B11/4
William	Dugan	Skilled Trade/Lead	Working out of classification	07/02/09	53	8.00	533	B34/5
Arturo	Perez	Glazier/Painter	Working out of classification (as needed)	07/20/09	53	8.00		B30/5
Jim	Konegni	Carpenter/Fac.Maint.Insp.	Working out of classification 50%	07/02/09	53	8.00	533	B34/6
Robert	Juarez	Grounds Equip. Opr.	Working out of classification to 7/17/09	07/06/09	53	8.00	547	B22/6
Arturo	Perez	Glazier/Painter	Working out of classification to 7/22/09	07/13/09	53	8.00	533	B30/5

CONSENT ITEM

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENTS

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

Blanca Arellano – Class taken through Fullerton College. CDFL 201 – Child in the Home and Community. Total amount payable \$108.72.

Bitia Gonzalez – Class taken through Saddleback College. CDES 131 – Educational Psychology. Total amount payable \$166.85.

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

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

Recommendation: Approve Classified tuition reimbursements.

MD:KC:ph

CONSENT ITEM

DATE: September 22, 2009

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

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

PREPARED BY: Lisa Reynoso, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY RENEWAL OF BID AGREEMENTS WITH THE FOLLOWING COMPANIES TO PROVIDE NUTRITION SERVICES WITH THE CITED PRODUCTS FOR THE 2009/2010 SCHOOL YEAR: A&R WHOLESALE (GROCERIES, SNACKS); ASR FOOD DISTRIBUTORS, INC. (FROZEN FOODS); DRIFTWOOD DAIRY (DAIRY); GOLDSTAR FOODS (FROZEN FOODS, CONDIMENTS); P&R PAPER SUPPLY COMPANY (PAPER PRODUCTS); PAPA JOHN'S (PIZZA); SWIFT PRODUCE (PRODUCE); AND US FOODSERVICE (GROCERIES, CONDIMENTS)

Background: Nutrition Services has received bid agreements to provide cited products, services, prices, and customer support from the following vendors:

- A&R Wholesale: groceries, snacks
- ASR Food Distributors, Inc.: frozen foods
- Driftwood Dairy: dairy
- Goldstar Foods: frozen foods, condiments
- P&R Paper Supply Company: paper products
- Papa John's: pizza
- Swift Produce: produce
- US Foodservice: groceries, condiments

Staff has been assured consistent prices, and the same quality of customer services will be received from these companies as has been offered in the past. These services will be utilized from August 1, 2009, through July 31, 2010.

Rationale: All of the cited foodstuffs are necessary elements to meet the needs of the National School Lunch Program, School Breakfast Program, and Child and Adult Care Feeding Program.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify renewal of bid agreements with the following companies to provide Nutrition Services with the cited products for the 2009/2010 school year: A&R Wholesale (groceries, snacks); ASR Food Distributors, Inc. (frozen foods); Driftwood Dairy (dairy); Goldstar Goods (frozen foods, condiments); P&R Paper Supply Company (paper products); Papa John's (pizza); Swift Produce (produce); and US Foodservice (groceries, condiments).

GC:LR:dlh

CONSENT ITEM

DATE: September 22, 2009

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

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

PREPARED BY: Lisa Reynoso, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NEW BID AGREEMENTS WITH THE FOLLOWING COMPANIES TO PROVIDE NUTRITION SERVICES WITH CITED PRODUCTS FOR THE 2009/2010 SCHOOL YEAR: CAMPUS FOODS (GROCERIES, CEREALS, CONDIMENTS, SNACKS); SWISHER (CLEANING AND SANITATION CHEMICALS); AND TRADE SUPPLIES (PAPER PRODUCTS)**

Background: Nutrition Services has received bid agreements to provide cited products, services, prices, and customer support from Campus Foods, Swisher, and Trade Supplies. Following is a list of services provided by these vendors:

- Campus Services: groceries, cereals, condiments, snacks
- Swisher: cleaning and sanitation chemicals
- Trade Supplies: paper products

Staff has been assured consistent prices and quality customer service. These services will be utilized from August 1, 2009, through July 31, 2010.

Rationale: All of the cited foodstuffs are necessary elements to meet the needs of the National School Lunch Program, School Breakfast Program, and Child and Adult Care Feeding Program.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify new bid agreements with the following companies to provide Nutrition Services with cited products for the 2009/2010 school year: Campus Foods (groceries, cereals, condiments, snacks); Swisher (cleaning and sanitation chemicals), and Trade Supplies (paper products).

GC:LR:dlh

CONSENT ITEM

DATE: September 22, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE AGREEMENT WITH PROJECT ACCESS FOR HERMOSA DRIVE SCHOOL STAFF TO PROVIDE AFTER SCHOOL EXTENDED LEARNING DURING THE 2009-2010 SCHOOL YEAR TO HERMOSA DRIVE STUDENTS RESIDING AT NORTH HILLS APARTMENTS**

Background: Beginning in the 2005-2006 school year, Hermosa Drive School staff implemented a program for certificated staff to deliver after school extended learning to at risk Hermosa Drive students living at North Hills Apartments. These students typically could not stay on campus to participate in extended learning after school due to limited transportation resources. The program has continued to provide intervention to hundreds of Hermosa Drive students successfully through the 2008-2009 school year.

FSD Risk Management has conducted a site visit of the facility and reviewed the attached Agreement that provides for teachers, administrators and support staff from Hermosa Drive School to deliver extended learning at the Project Access Family Resource Center at the North Hills Apartments.

Rationale: Approval of the Agreement with Project Access will allow Hermosa Drive staff to continue to provide academic tutoring for at risk youth. Students living at North Hills Apartments have shown academic growth in both mathematics and language arts over the past several years. While a variety of factors have contributed to increased student achievement, extended learning offered at North Hills Apartments has been identified as a key contributor to student success.

Funding: Teachers will earn the hourly rate per certificated agreement for conducting extended learning sessions through intervention funds (#117).

Recommendation: Approve Agreement with Project Access for Hermosa Drive School staff to provide after school extended learning during the 2009-2010 school year to Hermosa Drive students residing at North Hills apartments.

JM:nm
Attachment



AGREEMENT

The Parties to this Agreement are Project Access, Inc., hereinafter called "Project Access" and "Fullerton School District/Hermosa Drive Elementary School;" herein after called "Provider."

Project Access is a nonprofit organization whose mission is to assist families and seniors of affordable housing communities to achieve self-sufficiency through access to onsite education, health, and social services.

Provider Fullerton School District/Hermosa Drive Elementary School, agrees to assist Project Access fulfill its mission.

THE PARTIES AGREE as follows:

1. Provider will present the following program:
Extended Learning – a program in which teachers, administrators and support staff from Hermosa Drive Elementary School will provide after-school tutoring and support to students of Hermosa Drive School living at the North Hills Apartments as part of and a complement to the onsite Family Resource Center's regular after-school program

at the following location: **Project Access Family and Senior Resource Center at North Hills Apartments.** The address is as follows: 570 E Imperial Hwy, Fullerton, CA 92835

2. Participation in the program or service will be limited to residents of the above listed site, and will be presented **without charge** to Project Access and clients served.
3. The program or service will start on September 24th, 2009 and will continue as follows:
Tuesdays and Thursdays for one hour (3:00 – 4:00 p.m.), except during holidays, breaks, parent conference weeks, or in other circumstances as agreed, ending no later than June 3rd, 2010.
4. (If applicable) Provider agrees to provide Project Access with an annual report based on outcome data.
5. Provider agrees to hold in confidence all information obtained during the course of this agreement, including information about Project Access, its employees, and the residents served.
6. In the event that Provider obtains access to the personal health information of residents, it agrees to provide each client served with a written Notice of Privacy Policy for Protected Health Information that complies with the requirements of HIPAA and any other relevant statutes.
7. Provider agrees to maintain records of attendance for these activities, and to provide copies of these records to Project Access, upon request.

8. Provider hereby authorizes Project Access to videotape and take photographs of Provider and the services or activities provided in connection with this agreement, and to publish such photographs, with or without descriptions of the activity, in news releases or promotional materials.

9. This Agreement does not create or imply the existence of an employer-employee relationship between the parties. Provider is solely responsible for the payment of any and all taxes associated with its activities; assumes exclusive responsibility and liability for the acts of its own employees and agents; and shall not act or appear to act on behalf of Project Access without written consent.

10. In consideration for Provider, presentation and efforts Project Access will provide:

1. *Space for learning*
2. *Materials needed for service delivery*
3. *Tables, chairs, and bathroom facilities*
4. *Promote and advertise service to be delivered*

11. Provider agrees to carry general liability insurance, with a limit of not less than one million dollars per occurrence and to provide proof of insurance.

12. Provider agrees to carry workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

13. This Agreement may be terminated by either party upon written notice; signatures required below.

Mark Lee, Regional Manager
Project Access
4029 Westerly Pl., Ste. 113
Newport Beach, CA 92660
(949) 253-6200, ext. 304

Date

Kristin Byrnes, Executive Vice President
Project Access
4029 Westerly Pl., Ste. 113
Newport Beach, CA 92660
(949) 253-6200, ext. 303

Date

Mitch Hovey, Ed.D
Superintendent
Fullerton School District
Hermosa Drive Elementary School
400 E Hermosa Drive
Fullerton, CA 92835
714-447-7720

Date

CONSENT ITEM

DATE: September 22, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Gaye Besler, Principal, Fern Drive

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH BARBARA CRISTIANO FOR TEACHING MUSIC THEORY AND PIANO KEYBOARDING TO SUPPORT THE MATH & MUSIC PROGRAM AT FERN DRIVE SCHOOL FROM OCTOBER 1, 2009 TO JUNE 30, 2010**

Background: Barbara Cristiano has taught keyboarding and music theory to students in Grades 2–4 at Fern Drive two days a week for the last five years. Mrs. Cristiano is a retired music teacher, and she has received ongoing training from the Mind Institute since she has taken this position. She teaches music theory, notation, and keyboarding using the prescribed Mind Institute curriculum. Mrs. Cristiano is a knowledgeable and effective instructor.

Rationale: Music theory and keyboarding is an integral part of the Math & Music program at Fern Drive. All second through fourth grade students receive music instruction at least once a week for forty minutes. The integration of the music component with the computer math is what differentiates this program from other math interventions. Fern Drive students have scored consistently high in math since the inception of this program. Grade levels implementing the program have grown at least 10% in proficiency on the CST over the last 5 years, with third grade making the largest growth of 23%.

Funding: The cost of the trainings is not to exceed \$12,000 to be paid from the Math & Music fund, which is supported by the Fern Drive PTA and community.

Recommendation: Approve Independent Contractor Agreement with Barbara Cristiano for teaching music theory and piano keyboarding to support the Math & Music Program at Fern Drive School from October 1, 2009 to June 30, 2010.

JM:GB:nr
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Barbara Cristiano, 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:

Teaching keyboard/music lessons to Fern Drive students.

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

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Twelve thousand dollars (\$12,000)**.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind of nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or

Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within sixty (60) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the sixty (60) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and

collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Fullerton School District

1401 W. Valencia Drive

Fullerton, CA 92833

714-447-7400

CONTRACTOR:

Barbara Cristiano

Address on File

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

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

THIS AGREEMENT IS ENTERED INTO THIS 22nd DAY of September 2009.

Fullerton School District
(Name of District)

By:

Signature

Mitch Hovey, Ed.D.

Typed Name

Superintendent

Title

Barbara Cristiano
(Independent Contractor Name)

By:

Signature

Barbara Cristiano

Typed Name

Title

On File

Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: September 22, 2009

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE TELECOMMUNICATIONS OF ORANGE COUNTY (TOC) AGREEMENT FOR 2009/2010**

Background: Telecommunications of Orange County (TOC) is the instructional television service of KOCE TV. TOC provides instructional television materials for the classroom. District membership in TOC provides rights for the use and duplication of TOC instructional video programs. These programs come with teacher guides and are aligned to content standards.

TOC membership also provides access to Discovery Education Streaming (formerly known as unitedstreaming), an online service with over 5,000 full-length videos, 50,000 video clips and thousands of still images available to download for teacher and student use. A database, searchable by California Content Standards or keywords, provides easy access to these instructional materials.

TOC member districts have access to many staff development workshops and special events. In the past, Janet English, TOC Executive Director, has presented various topics to District administrators, site principals, and teachers including copyright and access to digital resources. She was the keynote presenter at the Project TIES Summer Institute 2007 and is scheduled to lead two workshops during District Wednesday professional development.

Rationale: TOC membership provides access and rights to video resources aligned to the Fullerton School District curriculum. Teachers can use these resources and be copyright compliant.

Funding: The total dollar amount of the 2009/2010 TOC Agreement is \$14,307.25 and will be funded from Title V and Educational Technology and Media Services funds (#215 and #400).

Recommendation: Approve Telecommunications of Orange County (TOC) Agreement for 2009/2010.

JM:tl
Attachment



Formerly Telecommunications of Orange County (TOC)
KOCE-TV / KOCE-DT FOUNDATION

17011 Beach Blvd, Suite 1550, P.O. Box 2476, Huntington Beach, CA 92647 ♦ 714-861-4300

2009-2010

AGREEMENT
FOR

TELEVISION BROADCASTING AND CONSULTING SERVICES

THIS AGREEMENT is made and entered into by and between The **KOCE-TV FOUNDATION**, on behalf of **KOCE Classroom**, 17011 Beach Blvd. Suite 1550, P.O. Box 2476, Huntington Beach, California 92647 and Fullerton School District("Client"), 1401 W. Valencia, Fullerton, CA 92833.

IN CONSIDERATION OF the mutual promises and covenants contained herein, KOCE Classroom and client agree as follows:

1. Purpose of Agreement: This agreement is to provide teachers of Client with instructional television materials and training on the effective use of television and Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the KOCE primary reception area is eligible for KOCE Classroom membership and services; in addition, any school, school district, or educational agency capable of receiving KOCE's broadcast signal via cable television is likewise eligible.
3. KOCE Classroom Advisory Board: Membership in KOCE Classroom shall entitle the Client to representation on the KOCE Classroom Advisory Board. The KOCE Classroom Advisory Board shall act in an advisory capacity to the KOCE-TV FOUNDATION in the selection of programs to be aired on KOCE-TV and in the approval of relevant financial decisions.
4. Television Consulting Services: KOCE Classroom shall provide Client with training resources for its teachers on the subject of effective use of television and Discovery Streaming in the classroom.
5. Broadcast of Instructional Television Programming: KOCE Classroom shall, within the broadcast limits specified below, use its best efforts to provide educational television for 30 weeks during the school year, September through June.
6. Online Video Streaming: KOCE Classroom shall provide Client with *Discovery Streaming* for use in the classroom.

7. Grant of License to Copy Series: KOCE Classroom grants to Client, subject to the limitations set forth below and in the instructional television broadcast schedules, the right to record from broadcast by KOCE-TV all series used by Client ("Recordings").
8. Limitations on License to Copy Series: Client may use the Recordings at any time only for purposes of in-class instruction. Client shall cause all Recordings to be erased at the end of the school year that coincides with the term of this Agreement; provided, however, that Client need not erase all Recordings if this contract is renewed but shall erase only those Recordings not included on the KOCE webpage during the school year subsequent to the terms of this Agreement. Client shall assume all liability for violation of copyright due to any failure to comply with these limitations. Any exceptions to any limitation set forth in this paragraph shall be void and of no effect unless granted by prior written approval by KOCE Classroom.
9. Additional Usage of Recordings: Client may transmit Recordings via in-house cable systems, provided that all users receiving such materials are KOCE Classroom clients. Client may also use KOCE Classroom recordings for re-programming on a community cable television channel or channels dedicated to Client's use provided the following conditions are met: 1) Client assumes responsibility for recording and scheduling KOCE Classroom programs; 2) Said programming must occur only on regular days of instruction from 9:00 A.M. to 3:00 P.M. and exclusively for the purposes of instruction; 3) Copyright restrictions must be adhered to as outlined on the KOCE Classroom webpage; 4) Depending on individual program rights, some programs may be limited to cable transmission simultaneous to broadcast and 5) Such activity must have the approval of the KOCE Director of Educational Services.
10. Broadcast Limits: Client acknowledges and agrees that KOCE-TV, Channel 50, holds final authority and responsibility for all station broadcasts. No liability shall attach under this agreement because of any scheduling or rescheduling by KOCE Classroom of educational television programs. All scheduling or rescheduling of KOCE Classroom broadcasts including educational television programs shall be as approved by the Educational department of KOCE.
11. Liability Insurance: KOCE Classroom shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by KOCE Classroom, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
12. Ownership of Instructional Programs: All educational television programs, recordings, and instructional materials are and shall remain the property of KOCE Classroom. KOCE Classroom shall negotiate all lease agreements for educational television programs, which will remain the property of the educational television program distributor. KOCE Classroom shall assume responsibility for obtaining all necessary licenses to use copyrighted material incorporated in Instructional Television Programs, Recordings, Teacher Guides and Instructional Materials. Client shall assume all responsibility for the use of such copyrighted

materials. Rights to retain KOCE Classroom licensed programs on videotape, computer hard drives; or other storage media shall terminate upon non-renewal of this agreement.

13. Termination: If either client or KOCE Classroom defaults in the performance of any of the terms of this Agreement, it shall have ten days after service of notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at this option may terminate this Agreement without further notice.
14. Notice: Any notices required or permitted here under shall be given in writing, or may be given orally if given to the correct responsible official and confirmed in writing to the appropriate party at the address specified above. Notice shall be deemed given upon personal delivery of written notice or written confirmation of oral notice to the appropriate address, or when either is sent by certified or registered mail. The notices should be sent as follows:

To KOCE Classroom: **KOCE-TV Foundation**
c/o KOCE Classroom
P.O. Box 2476
Huntington Beach, CA 92647

To CLIENT: Fullerton School District
1401 W. Valencia
Fullerton, CA 92833
Attn: Ted Lai

15. Term of Agreement: The term of this Agreement shall begin when signed by Client, received by KOCE Classroom, and approved by the governing board of Client and the KOCE-TV Foundation Board, and expires on August 31, 2010. The period in which KOCE Classroom shall provide television-consulting services here under is September 1st, 2009 to June 5, 2010. The period in which KOCE Classroom shall provide online video streaming will be Sept. 1, 2009 to August 31, 2010.
16. Fees: In consideration of the obligations performed here under by KOCE Classroom, client shall pay KOCE Classroom a fee of \$1.05 per student with a \$400 minimum per school and a maximum of \$1,886 per school. The total dollar amount of this Agreement is \$14,307.25 The total number of students is 13,550.
17. Indemnity: Client to the extent permitted by law shall defend, indemnify and hold harmless KOCE Classroom and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from and against all claims, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this agreement, negligence, misconduct or other fault of Client and its employees, instructors, agents and representatives in the performance of its obligations under this agreement including the misuse of any copyrighted material provided to Client by KOCE Classroom.
18. Limitation of Liability: Notwithstanding anything to the contrary with the exception of

Client's duty to indemnify KOCE Classroom as provided in paragraph 17, to the extent allowed by law neither party shall be liable for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.

19. Remittance: Remittance of fees shall be made as follows: One payment of total fee: \$14,307.25, due by **December 31st, 2009**.

CLIENT

Signature _____

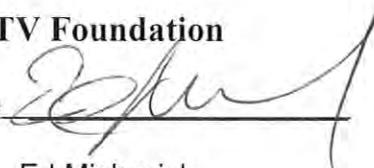
Name _____

Title _____

District _____

Date _____

KOCE-TV Foundation

Signature  _____

Name Ed Miskevich

Title Station Manager

Date 9-15-09

***PLEASE NOTE:**

Send back Agreement with original signatures to:

Dawn Ariza
Controller
c/o KOCE-TV
P.O. Box 2476
Huntington Beach, CA 92647-0476

Retain a copy for your files. After receiving this Agreement, KOCE Classroom will invoice client through their fiscal agent.

KOCE Classroom
 TOC Membership/Discovery Streaming
 School year 2009/2010

District	School	# of Students for District Pricing	
		Discovery only	FINAL COST
FSD	Acacia	554	581.70
	Beechwood	564	592.20
	Beechwood Middle	305	400.00
	Commonwealth	407	427.35
	Fern Drive	538	564.90
	Fisler	884	928.20
	Golden Hill	705	740.25
	Hermosa	482	506.10
	Ladera Vista	944	991.20
	Laguna Road	617	647.85
	Maple	416	436.80
	Nicolas	865	908.25
	Orangethorpe	785	824.25
	Pacific Drive	708	743.40
	Parks Jr. High	1031	1,082.55
	Raymond	453	475.65
	Richman	796	835.80
	Rolling Hills	597	626.85
	Sunset Lane	736	772.80
Valencia Park	688	722.40	
Woodcrest	475	498.75	
			<u>14,307.25</u>

ADMINISTRATIVE REPORT

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability
SUBJECT: FULLERTON SCHOOL DISTRICT 2008-2009 STAR RESULTS

Background: Each year the California Department of Education coordinates standards-based testing, Standardized Testing and Reporting (STAR) for students throughout the State. This testing is a part of the No Child Left Behind (NCLB) initiative. Results are released to the public every September.

Rationale: Educational Services staff will present a review of the Fullerton School District 2008-2009 STAR summary results. This review will include an overall summary of student achievement District wide, a report of the achievement levels of significant subgroups, longitudinal API/AYP comparisons, CMA and CAPA results, and the status of Program Improvement Schools.

Funding: Not applicable.

Recommendation: Not applicable.

JM:sc

ADMINISTRATIVE REPORT

DATE: September 22, 2009

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

FROM: Kathleen Carroll, Director of Classified Personnel Services

SUBJECT: ANNOUNCEMENT OF APPOINTMENT OF CLASSIFIED PERSONNEL COMMISSIONER

Background: The Personnel Commission is comprised of three individuals residing within the boundaries of the Fullerton School District. Appointment to the Personnel Commission is for a three-year term and is made on a rotating basis with the term of one member expiring each year. One member of the Commission is appointed by the Board of Trustees, one member is appointed by the recommendation of the Classified employees, and the third member is jointly appointed by the Board of Trustees' and the Classified employees' appointees.

The term expiring on December 1, 2009, is that of previous Board appointee Mr. Geoff Spalding. Ms. Janet McNeill was appointed on June 2, 2009, by the Board to serve for the remainder of Mr. Spalding's term. Ms. McNeill has indicated her desire for reappointment to the Personnel Commission.

Rationale: The Board of Trustees must publicly announce the name of the person it intends to appoint to the Personnel Commission. At a Board meeting to be held after 30 and within 45 days of the date the Board publicly announces its candidate, the Board must hold a public hearing to provide the public, employees, and employee organizations the opportunity to express their views on the qualifications of the person recommended by the Board. The Board at that time may make its appointment or may make a substitute appointment without further notification or public hearing. A public hearing has been set for November 3, 2009, at the regular meeting of the Board of Trustees, to provide the public the opportunity to express their views on the appointment of Janet McNeill. The action is pursuant to Education Code 45246.

Funding: Not applicable.

Recommendation: Not applicable.

KC:ph

ADMINISTRATIVE REPORT

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary W. Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Rachel Grantham, Financial Analyst
SUBJECT: DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2008/2009, the Capital Facilities Fund reflects a July 1, 2008 beginning balance of \$1,463,858.00, income and interfund transfers of \$253,650.00, expenses of \$54,296.00, a loan repayment of \$40,263.00, and a June 30, 2009 ending balance of \$1,622,949.00.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 8, 2009 (Item #2a). Of the \$54,296.00 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

GC:RG:gs
Attachment

FULLERTON SCHOOL DISTRICT

DEVELOPER FEES REPORT

Site/Building/Equipment to house student enrollment at:

Beechwood	\$	37,644.00
Richman	\$	8,800.00
Rolling Hills	\$	6,186.00
Parks	\$	84.00

Interest Expense	\$	1,582.00
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	\$	<u>54,296.00</u>
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ADMINISTRATIVE REPORT

DATE: September 22, 2009
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: “SUNSHINE” FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA) PROPOSAL TO NEGOTIATE WITH THE FULLERTON SCHOOL DISTRICT (2009-2010)

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

The current agreement allows for re-openers to be negotiated for the 2009-2010 school year with Fullerton Elementary Teachers Association (FETA). Once the Association and the Board’s initial proposals have been submitted, the collective bargaining process may begin.

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

Funding: Not applicable.

Recommendation: Not applicable.

MD:cs
Attachment

**Fullerton Elementary Teachers Association
2009-10 Bargaining Proposals**

ARTICLE 13 LEAVES OF ABSENCE

F. Adoption

Up to two (2) days leave with pay shall be provided for the teacher who adopts a child. Prior notice to the immediate administrator is required. Up to five (5) days of Personal Leave with pay may be granted for the purpose of extending leave under this section. If the unit member is required to leave the state such leave shall be extended by an additional five (5) days of Personal Leave for a total of ten (10) days of Personal Leave.

ARTICLE 16 SALARIES

~~A. The following Agreement is a demonstration of the Parties commitment to work through the significant challenges presented by the Governor's 2008-09 budget proposals and the substantial budget deficit facing the state in 2008-09. It should also be recognized that the Parties have demonstrated good faith efforts to satisfy important interests cited by the other. The District has demonstrated that teachers and teacher salaries are a priority, and that salaries must be maintained at a competitive level. The Association has demonstrated that the devastating cuts confronting the District next year necessitate minimal ongoing expenditures in this year's budget, as well as next year's budget. In order to achieve an Agreement that satisfies these points, the following provisions will be made:~~

- ~~1. For 2007-08, a one-time off-schedule salary adjustment of 1% will be made.~~
- ~~2. For 2008-09, a 1.5% salary increase to the Certificated Salary Schedule will be made effective July 1, 2008 and a 1.5% salary increase to the Certificated Salary Schedule will be made effective mid-year 2009.~~
- ~~3. Teachers shall request movement on the salary schedule only once for the 2008-09 work-year in the manner outlined in the Agreement. Upon completion of coursework and verification no later than October 31, 2008 the adjustment will be retroactively granted to the start of the school year.~~
- ~~4. For 2009-10 the Parties agree to reopen Salaries, Fringe Benefits, and two additional Articles each.~~

~~For the 2007-08 school year the Fullerton School District received an ongoing 4.53% increase to its Base Revenue Limit. For the 2008-09 school year, the Fullerton School District anticipates by statute, to receive a 4.94% increase to its Base Revenue Limit. However, the Governor's Proposed Budget for 2008-09 does not fund the statutory COLA, and has proposed a 6.99% deficit for the year, which calculates to an overall negative 2.4% funding for next year. In addition, the Governor has proposed to reduce spending for categorical programs by 6.50%.~~

Given that a significant level of uncertainty still exists about the deficit factor and the amount of funds that schools will receive in 2008-09, the following contingencies are necessary:

1. If funding to the Base Revenue Limit *(BRL) is restored to the 2007-08 level, or higher, then the one time off schedule salary adjustment of 1% (one percent) for 2007-08, will be made permanent (added to the salary schedule) effective mid-year 2009. This adjustment will be made in recognition of the Association's willingness to defer its 2007-08 salary increase due to budget projections that were not as severe as originally projected. * (BRL is the net change in 2007-8 and 2008-09 BRL per ADA including funded COLA and deficit factor, \$5,557 for 2007-08).

2. If funding to the Base Revenue Limit is restored to the 2007-08 level, and the 2008-09 statutory COLA is funded in excess of 2%, then the Association may reopen negotiations in 2008-09 for salary only.

3. If funding to the Base Revenue Limit is not restored to the 2007-08 level, and the 2008-09 statutory COLA is deficiated one percent greater than the current negative 2.4%, then the District may reopen negotiations in 2008-09 for areas that impact salary only.

4. If the current model for school finance undergoes significant legislative changes (i.e. CPI vs. COLA), then the District may reopen negotiations in 2008-09 for salary only.

5. If the District's enrollment at CBEDS decreases by 30 students or more than the 145 currently projected, then the District may reopen negotiations in 2008-09 for salary only.

B. Effective June 30, 2004 Appendix C Section B- shall be modified in the following manner: Class IV (Column IV)—Bachelor's Degree plus 60 semester units including a Master's Degree. The Masters requirement may be waived upon completion of a pre-approved program. In order to qualify for such a waiver, the unit member must:

i) Currently be on Class III (Column III) of the Certificated Salary Schedule,

ii) Submit a proposal to the PAR Joint Panel that is focused on education and,

a. Include a "thesis" like project,

b. Include the equivalent of 30 units of supporting coursework, not including courses that were previously counted for column movement (up to 6 units of coursework taken within the previous three years may be credited), and;

c. Present on-going evidence of progression towards completion at predetermined benchmarks.

d. Upon satisfactory completion of the program, as decided by the District and the PAR Joint Panel, movement to Class IV (Column IV) will be effective for the following pay period.

C. ~~The State Pre-school Program and Latchkey Program Salary Schedule in effect on June 30, 2001 shall be increased by 4.65% effective July 1, 2001 shall be modified in the same manner as the Certificated Salary Schedule.~~

D. Unit members required to stay overnight for school business trips related to Outdoor Education, Science Camp, and the Pilgrim Program shall receive a stipend equal to the substitute rate of pay for each overnight stay or be allowed to take a day of compensatory time off work for each overnight stay, by mutual agreement with the principal.

E. The hourly rate for extended pay for Certificated employees shall be equal to the regular hourly rate of Class I Step 5. Such rate shall be applicable for teachers working summer school, and shall remain in effect for these employees for the term of this Agreement.

The Daily rate for summer school shall be equal to the hourly rate of pay times the number of hours worked, including prep time. ~~Compensation for 1999/2000 and 2000/2001 shall be determined by the parties as part of the total compensation negotiations held pursuant to Article 30, Reopeners.~~

F. The hourly rate for the State Pre-school Program and Latchkey Program employees shall be one-half the rate provided in Section ~~G~~ E above.

G. Provide a stipend to teachers who have earned a doctorate, or those who have passed the requirements for a national certification equal to two percent (2%) above the regular rate of pay.

~~H. Effective June 30, 2004, provide a separate salary schedule for Speech Therapists.~~

H. Vertical Movement

All qualified teachers shall advance one vertical step on the salary schedule for each full year of service, except those whose placement is at the maximum step for their class, ~~or whose contract is limited by special conditions usually identified with specially funded program employment.~~

Regular full-time teachers, i.e., teachers working not less than four-fifths (4/5) of the regular work day as provided in Article 8 - Hours of Employment, who, in any one school year, are in paid status for at least seventy-five (75) percent of the work days designated for the affected position, shall be deemed to have earned a year of experience credit. A regular part-time teacher working ~~on~~ at least two-fifths (2/5) ~~one-half (1/2)~~ of a full-time assignment may, upon serving at least seventy-five (75) percent of that assignment in one school year, earn one (1) semester of experience credit. Accrued experience credit will not entitle any teacher to step advancement until two (2) semesters of experience credit have been attained. ~~Teachers working less than 50% of the work days will not accrue credit.~~

Teachers who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies

or other categorically funded projects will be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

ARTICLE 17 FRINGE BENEFITS

1. Health Insurance

A. i) For teachers working half-time or more, the District agrees to continue at least its current level of health insurance contribution during the 1998/99 school year.

ii) The parties agree to maintain the existing formulas to fund its fringe benefits to cover the increased costs through December 31, 2004.

iii) Effective January 1, 2006 employees will pay the following for their health insurance premiums.

Blue Cross/Kaiser HMO Blue Cross PPO

1 Party – 0.0% 1 Party – 8.0%

2 Party – 4.0% 2 Party – 10.0%

Family – 8.0% Family – 12.0%

~~iv) Emergency credentialed teachers, non-permanent waiver, and teachers with temporary contracts hired after June 30, 2003 will be provided with their choice of an HMO medical insurance plan. Persons provided with this HMO coverage shall be entitled to the same dental, vision, and life insurance provisions as other employees.~~

v) Effective May 1, 2003, the District will waive the employee's share of premiums for employees with spouses who work in the District, are eligible for insurance coverage and are not enrolled in their own plan.

~~vi) If there is a savings to the District after the October 2003 enrollment period, as a result of this new plan design, the difference will be added to the "Certificated Salary Schedule" (Appendix A) or used to offset future Health & Welfare cost increases.~~

~~B. Teachers shall have the option of selecting coverage from within the District sponsored employee benefits programs; however, once a teacher selects a program option, he/she shall remain a part of that program until December 31, of the following year. Nothing herein shall be construed to prohibit a teacher from extending program coverage to new dependents during the year.~~

C. Teachers who terminate active District service at the end of a school year, and who have been covered by one of the District-sponsored employee benefits programs, shall continue to receive said coverage through August 31 of the following school year, except that unit members who work an entire academic year and are not permanent employees and whose contracts are not renewed shall continue to receive said coverage through September 30 of the following

school year, including unit members who are not permanent employees and whose contracts are not renewed.

D. Employees on Board-approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leaves upon reimbursement to the District.

E. For teachers working half time or more after November 27, 1984, 60% or less, the District agrees to share the cost of employee health insurance benefits in ratio to the percentage of contracted employment.

~~F. The joint employee organizations/district insurance committee shall continue to study cost containment options as well as alternative insurance programs. The committee shall be empowered to investigate any number of plans to provide comparable health coverage at the best possible price.~~

~~G. The District shall provide domestic partner coverage for eligible employees in accordance with Assembly Bills 25 and 205.~~

2. Life Insurance

The District shall purchase life insurance through M.E.B.A.

ARTICLE 23 EARLY RETIREMENT

The parties agree to implement a mutually agreed upon plan design for a Special Early Retirement Plan (SERP) during the 2009-10 school year on the condition that such a plan result in a cost savings to the District.